

# Myrtle Creek Improvement District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900

[www.myrtlecreekid.org](http://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**
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 \$43,115.71**
11. **Recommendation of Work Authorization/Proposed Services (if applicable)**
12. **Review of District's Financial Position and Budget to Actual YTD**

### Other Business

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



## Adjournment



# **MYRTLE CREEK IMPROVEMENT DISTRICT**

**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**

District Counsel – No report.

District Manager – Ms. Walden stated the next Board Meeting is Tuesday, September 19, 2023, at 5:00 p.m. at the current location.

District Engineer – No report.

Construction Supervisor – No report.

Landscape Supervisor – No report.

Irrigation Supervisor – 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.

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**Secretary/Assistant Secretary**

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**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**



**LICENSE AGREEMENT BETWEEN MYRTLE CREEK IMPROVEMENT DISTRICT  
AND LAKE NONA LAND COMPANY, LLC, REGARDING LANDSCAPE  
INSTALLATION AND MAINTENANCE WITHIN DISTRICT PROPERTY**

THIS LICENSE AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between:

**MYRTLE CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, with a mailing address of 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida, 32817 (“**District**”); and

**LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose principal address is 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827 (“**Licensee**”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure improvements and recreational facilities; and

**WHEREAS**, the Licensee has requested authorization from the District to install and maintain certain landscape improvements in and/or around TRACT A, WELLSPRING DRIVE, as recorded on the plat thereof at Orange County, Florida Plat Book 89, Page 56 (“**Property**”); and

**WHEREAS**, the District agrees to grant the Licensee authorization pursuant to a non-exclusive license for access and use of the Property for the limited purpose of installing and maintaining landscape improvements located on the Property; and

**WHEREAS**, the District and the Licensee desire to set forth the terms of their mutual agreement regarding the access and use of the Property.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the District and the Licensee agree as follows:

**1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

**2. GRANT OF LICENSE.** The District hereby grants to the Licensee a non-exclusive license to install and maintain landscape improvements on the Property (“**License**”). Such installation and maintenance shall be in full compliance with this Agreement, and any applicable laws, regulations and codes.

**3. CONDITIONS ON THE LICENSE.** The License granted in Paragraph 2, above, is subject to the following terms and conditions:

**A.** The Licensee's access to and use of the Property for the purposes contemplated by this Agreement is limited to the scope of the License granted herein and solely in the Property.

**B.** The Licensee shall be fully responsible for the installation of the landscape improvements any maintenance, damage, removal, or other incidentals associated with the installation, maintenance, and removal of the landscape improvements.

**C.** The District may terminate this License at any time, in its absolute and sole discretion and Licensee shall be entitled to no remuneration.

**4. ACCESS.** The District hereby grants the Licensee and its contractors the limited right to access the Property for the purposes described in this Agreement. The Licensee shall use all due care to accomplish the installation, maintenance, and removal of the landscape improvements without damage to or unreasonable interference with the use of the property of the District, including the Property, and its residents and landowners, or any District improvements. The Licensee shall assume sole responsibility for any and all damage to any real or personal property of the District or of any third parties as a result of or in connection with the Licensee's use of the Property under this Agreement, including, but not limited to, any damage caused by the installation, maintenance, or removal of the landscape improvements. The Licensee shall be responsible for timely returning the Property to its original or better condition upon removal of the landscape improvements. The provisions of this Paragraph 4 shall survive termination of this Agreement.

**5. EFFECTIVE DATE; TERM.** This Agreement shall become effective on the date first written above and shall continue in full force and effect until revoked or terminated in accordance with Paragraph 6 below.

**6. REVOCATION, SUSPENSION AND TERMINATION.** The District and the Licensee expressly acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide written notice to the Licensee of the suspension or revocation. The Licensee shall remove the landscape improvements, at its sole cost, within thirty (30) days of the effective date of the suspension or revocation notice, unless otherwise agreed to in writing by the District. The Licensee may terminate this Agreement upon written notice to the District. The Licensee shall not be entitled to any compensation, off sets, incidental costs or any other payment under this Agreement whatsoever. The provisions of Paragraphs 4 and 9 shall survive any revocation, suspension or termination of this Agreement.

**7. INSURANCE.** The Licensee shall, at its own expense, maintain insurance during the term of this Agreement, with limits of liability not less than the following General Liability Bodily Injury (including contractual) \$1,000,000/\$2,000,000 and General Liability Property Damage

(including contractual) \$1,000,000/\$2,000,000. The District and its supervisors, officers, staff, employees, representatives and agents shall be named as an additional insured. The Licensee shall furnish the District with a valid and binding Certificate of Insurance evidencing compliance with this requirement prior to Licensee accessing or installing any improvements, including, but not limited to, the landscape improvements contemplated hereunder, on the Property. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

**8. COMPLIANCE WITH LAWS, RULES AND POLICIES.** The Licensee shall comply at all times with relevant statutes and regulations applicable to the purposes contemplated by this Agreement and shall, upon request of the District, provide proof of such compliance.

**9. INDEMNIFICATION.**

**A.** Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**B.** The Licensee will defend, indemnify, save and hold the District and its supervisors, officers, staff, employees, representatives, and agents ("**District Indemnitees**") harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations arising from the acts or omissions of the Licensee, its members, managers, agents, subcontractors or assigns in connection with the purposes of or otherwise reasonably contemplated by this Agreement.

**C.** For purposes of this section, "acts or omissions" on the part of the Licensee and its members, managers, agents, assigns or subcontractors, includes, but is not limited to:

- i. Installation of the landscape improvements in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency having jurisdiction, unless such permit, license, certification, consent, or other approval is first obtained;
- ii. Any claims of false advertisement, copyright infringement, trademark, or patent violations; and
- iii. Any claims resulting from personal injury and property damage.

**D.** The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in

equity. The provisions of this Paragraph 9 shall survive the termination of this Agreement.

**10. SOVEREIGN IMMUNITY.** Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**11. RECOVERY OF COSTS AND FEES.** In the event the District is required to enforce this Agreement by court proceedings or otherwise, then if successful, the District shall be entitled to recover from the Licensee all fees and costs incurred, including reasonable attorneys' fees and costs.

**12. DEFAULT.** In the event Licensee shall fail to perform any covenant, term, or provision of this Agreement, then the District shall have the right to immediately terminate this Agreement and Licensee shall remove the landscape improvements from the Property and repair the Property to the same or better condition.

**13. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**14. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**15. ASSIGNMENT.** Neither the District nor the Licensee may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

**16. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the Licensee shall act as an independent contractor. Neither the Licensee nor any individual employed by the Licensee in connection with the use of the Property are employees of the District under the meaning or application of any federal or state laws. The Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees in the use of the Property. The Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and the Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

**17. NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight courier or First-Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Myrtle Creek Improvement District  
3501 Quadrangle Blvd., Suite 270  
Orlando, Florida 32817  
Attn: District Manager

With a copy to: Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

B. If to the Licensee: Lake Nona Land Company, LLC  
6900 Tavistock Lakes Blvd., Suite 200  
Orlando, Florida 32827  
Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Licensee may deliver Notice on behalf of the District and the Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**18. INTERFERENCE BY THIRD PARTY.** The District shall be solely responsible for enforcing its rights under this Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**19. PUBLIC RECORDS.** Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to Section 119.07(1)(a), *Florida Statutes*, Licensee shall permit such records to be inspected and copied by any person desiring to do so. Failure of Licensee to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

**20. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Orange County, Florida.

**21. ARM'S LENGTH NEGOTIATION.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this

Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

**22. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason of, or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended nor shall be construed to confer upon any person or legal entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.

**23. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this Agreement.

**24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**25. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**26. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement to be effective on the day and year first written above.

**Attest:**

**MYRTLE CREEK IMPROVEMENT DISTRICT**

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
Richard Levey, Chair of Board of Supervisors

**Witness:**

**LAKE NONA LAND COMPANY, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
(Signature of Witness)

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

# **MYRTLE CREEK IMPROVEMENT DISTRICT**

## **Non-Ad Valorem Assessment Administration Agreement**





## **NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT**

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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](mailto: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](mailto:ccrespo@ocpafl.org)  
(407) 836-5353

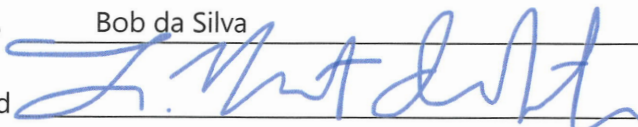
11. TERMINATION. This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.
12. TERM. This Agreement shall continue until such time as either party terminates the Agreement pursuant to Paragraph 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.

Fort Pierce / Stuart



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  
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### **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](http://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](http://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](http://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**

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

	<b>Valuation</b>	<b>Coinsurance</b>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

<b>DEDUCTIBLES:</b>	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

<b>Special Property Coverages</b>		
<b>Coverage</b>	<b>Deductibles</b>	<b>Limit</b>
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
<b>TOTAL PREMIUM DUE</b>	<b>\$8,684</b>

### 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
<b>BANK ID: SUN - CITY NATIONAL BANK</b>					<b>001-101-0000-00-01</b>
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
<b>BANK SUN REGISTER TOTAL:</b>					<b>\$52,884.42</b>
<b>GRAND TOTAL :</b>					<b>\$52,884.42</b>

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	<b>Kutak Rock</b> 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	<b>Boggy Creek Improvement District</b> Reimbursement for Construction-Related Legal Advertising on Series 2013 Req 416	OSC75935156	\$	47.65
			<b>TOTAL</b>	<b>\$ 47.65</b>

## MYRTLE CREEK IMPROVEMENT DISTRICT

### Payment Authorization #590

7/28/2023

Item No.	Payee	Invoice Number	General Fund
1	<b>Kutak Rock</b> General Counsel Through 06/30/2023	3252673	\$ 1,530.65
2	<b>Orlando Sentinel</b> Legal Advertising on 07/10/2023 (Ad: 7459022)	OSC76299166	\$ 223.25
3	<b>VGlobalTech</b> 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

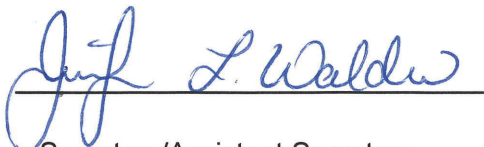


## MYRTLE CREEK IMPROVEMENT DISTRICT

### Payment Authorization #591

8/4/2023

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

  
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

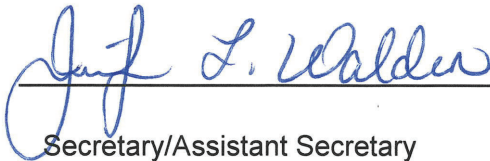
Digitally signed by Daniel J. Young  
DN: C=US,  
E=dan.young@tavistock.com,  
O=Tavistock Development Co.,  
CN=Daniel J. Young  
Date: 2023.08.09  
13:21:07-04'00'

## MYRTLE CREEK IMPROVEMENT DISTRICT

### Payment Authorization #592

8/11/2023

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

  
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  
07:07:39-04'00'

## MYRTLE CREEK IMPROVEMENT DISTRICT

### Payment Authorization #593

8/18/2023

Item No.	Payee	Invoice Number	General Fund
1	<b>Boggy Creek Improvement District</b> July ICM Expenses	ICM2023-10	\$ 7,651.70
2	<b>BrightView Landscape Services</b> Irrigation Repairs	8495950	\$ 350.00
	Irrigation Repairs	8549780	\$ 1,119.99
3	<b>Kutak Rock</b> General Counsel Through 07/31/2023	3266057	\$ 141.50
4	<b>Orlando Sentinel</b> Legal Advertising on 07/30/2023, 08/06/2023 (Ad: 7468727)	OSC77443207	\$ 557.00
5	<b>Supervisor Fees - 08/15/2023 Meeting</b>		
	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
<b>BANK ID: SUN - CITY NATIONAL BANK</b>					<b>001-101-0000-00-01</b>
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
<b>BANK SUN REGISTER TOTAL:</b>					<b>\$87,677.71</b>
<b>GRAND TOTAL :</b>					<b>\$87,677.71</b>

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	<b>BrightView Landscape Services</b>		
	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	<b>PFM Group Consulting</b>		
	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  
19:07:03-04'00'

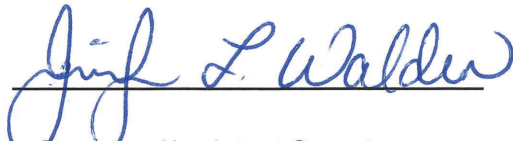
# MYRTLE CREEK IMPROVEMENT DISTRICT

## Payment Authorization #595

9/1/2023

Item No.	Payee	Invoice Number	General Fund
1	<b>Berman Construction</b> September Administrator & Irrigation Specialist	39073	\$ 3,000.01
2	<b>Boggy Creek Improvement District</b> August ICM Fees	ICM2023-11	\$ 7,694.83
3	<b>BrightView Landscape Services</b> June Irrigation Inspection September Section 1 & 2 Landscaping	8468356 8561418	\$ 269.98 \$ 15,100.98
4	<b>Donald W McIntosh Associates</b> 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  
LaneA@pfm.com // (407) 723-5925

**RECEIVED**  
By Amanda Lane at 3:52 pm, Sep 05, 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: 2023.09.05  
07:13:02-04'00'

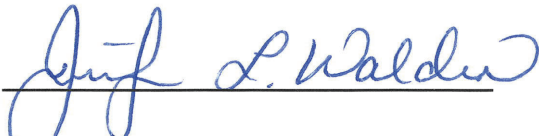


# MYRTLE CREEK IMPROVEMENT DISTRICT

## Payment Authorization #596

9/8/2023

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

  
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

Digitally signed by Daniel J. Young  
DN: c=US,  
E=dan.young@tavistock.com,  
O=Tavistock Development Co.,  
CN=Daniel J. Young  
Date: 2023.09.08  
12:12:05 -0400

## MYRTLE CREEK IMPROVEMENT DISTRICT

### Payment Authorization #597

9/15/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>BrightView Landscape Services</b>			
	Turf Replacement	8534839	\$ 17,187.30	FY 2023
	Irrigation Repair	8570809	\$ 420.01	FY 2023
2	<b>Egis Insurance &amp; Risk Advisors</b>			
	FY 2024 Insurance	19546	\$ 8,684.00	FY 2024
3	<b>Fire Ant Control</b>			
	Fire Ant Control	21645	\$ 1,255.00	FY 2023
4	<b>PFM Group Consulting</b>			
	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

Daniel J. Young

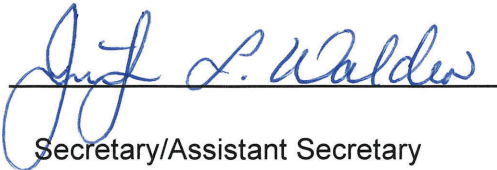
Digitally signed by Daniel J. Young  
DN: C=US,  
E=dan.young@tavistock.com,  
O=Tavistock Development Co  
CN=Daniel J. Young  
Date: 2023.09.16  
17:34:10-0400

# MYRTLE CREEK IMPROVEMENT DISTRICT

## Payment Authorization #598

9/22/2023

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

  
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  
DN: C=US,  
E=dan.young@tavistock.co  
O=Tavistock Development  
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
<b>BANK ID: SUN - CITY NATIONAL BANK</b>					<b>001-101-0000-00-01</b>
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
<b>BANK SUN REGISTER TOTAL:</b>					<b>\$21,902.66</b>
<b>GRAND TOTAL :</b>					<b>\$21,902.66</b>

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	<b>Kutak Rock</b> Construction Counsel Through 06/30/2023	3252693	\$ 366.00
		<b>TOTAL</b>	<b>\$ 366.00</b>

# MYRTLE CREEK IMPROVEMENT DISTRICT

## Funding Request #141

8/4/2023

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



## MYRTLE CREEK IMPROVEMENT DISTRICT

### Funding Request #142

8/18/2023

Item No.	Payee	Invoice Number	General Fund
1	<b>Boggy Creek Improvement District</b> 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

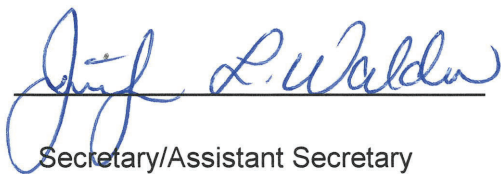
Item No.	Payee	Invoice Number	General Fund
1	<b>Boggy Creek Improvement District</b> Reimbursement for Construction-Related Legal Advertising on Series 2013 Req 425	OSC78956681	\$ 47.65
TOTAL			\$ 47.65

# MYRTLE CREEK IMPROVEMENT DISTRICT

## Payment Authorization #599

9/29/2023

Item No.	Payee	Invoice Number	General Fund
1	<b>BrightView Landscape Services</b>		
	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	<b>Donald W McIntosh Associates</b>		
	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

Digitaly signed by Daniel J. Young  
DN: C=US,  
E=dan.young@tavistock.co, CN=Daniel J. Young  
Date: 2023.09.29 16:11:01-04'00'

Daniel J. Young

# MYRTLE CREEK IMPROVEMENT DISTRICT

## Payment Authorization #600

10/6/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>Aquatic Weed Control</b> October Waterway Service	88643	\$ 325.00	FY 2024
2	<b>Berman Construction</b> October Administrator & Irrigation Specialist	39558	\$ 3,000.01	FY 2024
3	<b>Boggy Creek Improvement District</b> September ICM Fees	ICM2023-12	\$ 8,625.48	FY 2023
4	<b>Kutak Rock</b> 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  
Digitally signed by Daniel J. Young  
DN: cn=US, email=dan.young@tavistock.com  
c=US, o=Tavistock Development Co.  
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

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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, o=PFM Group Consulting, email=Daniel.J.Young@pfm.com, c=US  
Date: 2023.10.17 13:05:29 -0400

# MYRTLE CREEK IMPROVEMENT DISTRICT

## Payment Authorization #602

10/20/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>Florida Department of Economic Opportunity</b> FY 2024 Annual Fee	88582	\$ 175.00	FY 2024
2	<b>Kutak Rock</b> General Counsel Through 09/30/2023	3295344	\$ 245.50	FY 2023
3	<b>VGlobalTech</b> Q2 ADA Audit	5148	\$ 300.00	FY 2023
	August Website Maintenance	5281	\$ 135.00	FY 2023
	September Website Maintenance	5369	\$ 135.00	FY 2023
	Q3 ADA Audit	5454	\$ 300.00	FY 2023
<b>TOTAL</b>			<b>\$ 1,290.50</b>	
			\$ 1,115.50	FY 2023
			\$ 175.00	FY 2024

  
Secretary/Assistant Secretary

  
Chairperson

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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: c=US,  
E=daniel.young@tavistock.co,  
O=Tavistock Development  
Co., CN=Daniel J. Young  
Date: 2023.10.26  
10:00:00 AM

# **MYRTLE CREEK IMPROVEMENT DISTRICT**

**Operation and Maintenance Expenditures  
Paid in November 2023 in an amount  
totaling \$43,115.71**

# MYRTLE CREEK IMPROVEMENT DISTRICT

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

## **Operation and Maintenance Expenditures For Board Approval**

Attached please find the check register listing Operations and Maintenance expenditures paid from November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$43,115.71**

Approval of Expenditures:

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\_\_\_\_\_ Chairman

\_\_\_\_\_ Vice Chairman

\_\_\_\_\_ Assistant Secretary



**Myrtle Creek Improvement District**  
AP Check Register (Current by Bank)  
Check Dates: 11/1/2023 to 11/30/2023

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
<b>BANK ID: SUN - CITY NATIONAL BANK</b>					<b>001-101-0000-00-01</b>
4416	11/29/23	M	AWC	Aquatic Weed Control, Inc.	\$325.00
4417	11/29/23	M	BERMAN	Berman Construction	\$3,000.01
4418	11/29/23	M	BVLS	BrightView Landscape Services	\$699.76
4419	11/29/23	M	ORLSEN	Orlando Sentinel	\$249.50
4420	11/29/23	M	PFMGC	PFM Group Consulting	\$7,798.64
4421	11/29/23	M	USB	U.S. Bank	\$6,176.23
4422	11/29/23	M	VGLOBA	VGlobalTech	\$270.00
<b>BANK SUN REGISTER TOTAL:</b>					<b>\$18,519.14</b>
<b>GRAND TOTAL :</b>					<b>\$18,519.14</b>

18,519.14	Checks 4416-4422
12,867.66	PA 604 - Sep. (2) ICM due to Boggy Creek
7,839.55	PA 604 - Oct. ICM due to Boggy Creek
3,889.36	PA 605 - OUC paid online
43,115.71	O&M cash spent

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

## MYRTLE CREEK IMPROVEMENT DISTRICT

### Payment Authorization #603

10/27/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>BrightView Landscape Services</b>			
	Anise Replacement	8614054	\$ 244.75	FY 2023
	October Irrigation Repairs	8636702	\$ 455.01	FY 2024
2	<b>PFM Group Consulting</b>			
	DM Fee: October 2023	DM-10-2023-33	\$ 3,895.83	FY 2024
	September Reimbursables	OE-EXP-10-2023-27	\$ 0.63	FY 2023
3	<b>US Bank</b>			
	Series 2016 Trustee Fees 10/01/2023 - 09/30/2024	7101485	\$ 6,176.23	FY 2024
<b>TOTAL</b>			<b>\$ 10,772.45</b>	
			\$ 245.38	FY 2023
			\$ 10,527.07	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 3:47 pm, Nov 13, 2023

Daniel J. Young

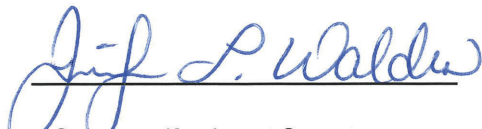
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ou=Tavistock Development Co.,  
email=Daniel.J.Young@tdev.com,  
c=US  
Date: 2023.10.31 12:50:40 -0400

## MYRTLE CREEK IMPROVEMENT DISTRICT

### Payment Authorization #604

11/3/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>Aquatic Weed Control</b> November Waterway Service	89708	\$ 325.00	FY 2024
2	<b>Berman Construction</b> November Administrator & Irrigation Specialist	40497	\$ 3,000.01	FY 2024
3	<b>Boggy Creek Improvement District</b> September (2) ICM Expenses October ICM Expenses	ICM2023-12(2) ICM2024-01	\$ 12,867.66 \$ 7,839.55	FY 2023 FY 2024
4	<b>Orlando Sentinel</b> Legal Advertising on 10/09/2023 (Ad: 7506891)	OSC81233484	\$ 249.50	FY 2024
5	<b>VGlobalTech</b> October Website Maintenance November Website Maintenance	5486 5590	\$ 135.00 \$ 135.00	FY 2024 FY 2024
TOTAL			\$ 24,551.72	
			\$ 12,867.66	FY 2023
			\$ 11,684.06	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 3:47 pm, Nov 13, 2023

Daniel J. Young  
Digitally signed by Daniel J. Young  
DN: cn=US,  
c=US, email=dan.young@tavisstock.com,  
o=Tavisstock Development Co.,  
ou=Daniel J. Young  
Date: 2023.11.07  
14:19:25-0800

## MYRTLE CREEK IMPROVEMENT DISTRICT

### Payment Authorization #605

11/10/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	OUC Acct: 4782400001 ; Service 10/03/2023 - 11/01/2023	--	\$ 3,889.36	FY 2024

**TOTAL \$ 3,889.36**

\$ -	FY 2023
\$ 3,889.36	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 3:47 pm, Nov 13, 2023

Digitaly signed by Daniel J. Young  
DN: C=US, E=daniel.young@tavisstock.com, O=Tavisstock Development Co., CN=Daniel J. Young  
Date: 2023.11.12 19:19:40-0500

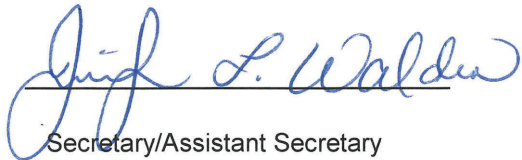
Daniel J. Young

# MYRTLE CREEK IMPROVEMENT DISTRICT

## Payment Authorization #606

11/17/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>PFM Group Consulting</b>			
	November DM Fee	DM-11-2023-33	\$ 3,895.83	FY 2024
	September Billable Expenses	127928	\$ 6.35	FY 2023
TOTAL			\$ 3,902.18	
			\$ 6.35	FY 2023
			\$ 3,895.83	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 8:30 am, Nov 21, 2023

Digitaly signed by Daniel J. Young  
DN: cn=DJ, email=Daniel.Young@myrtlecc.com, c=US, ou=Myrtle Creek Improvement District  
Date: 2023.11.18 08:17:14-0900

# **MYRTLE CREEK IMPROVEMENT DISTRICT**

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

# **MYRTLE CREEK IMPROVEMENT DISTRICT**

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

**Myrtle Creek Improvement District**  
Statement of Financial Position  
As of 11/30/2023

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$1,074,429.08				\$1,074,429.08
Money Market Account	68,944.78				68,944.78
State Board of Administration	4,271.49				4,271.49
Pond Reserve	10,000.00				10,000.00
Assessments Receivable	829,894.30				829,894.30
Deposits	4,300.00				4,300.00
General Reserve	261,153.43				261,153.43
Assessments Receivable		\$1,130,548.28			1,130,548.28
Due From Other Funds		131,003.83			131,003.83
Debt Service Reserve		324,923.35			324,923.35
Revenue		74,740.89			74,740.89
Prepayment		1,503.39			1,503.39
Due From Other Funds			\$58.90		58.90
Acquisition/Construction			36,104.69		36,104.69
Total Current Assets	<u>\$2,252,993.08</u>	<u>\$1,662,719.74</u>	<u>\$36,163.59</u>	<u>\$0.00</u>	<u>\$3,951,876.41</u>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$401,167.63	\$401,167.63
Amount To Be Provided				13,928,832.37	13,928,832.37
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$14,330,000.00</u>	<u>\$14,330,000.00</u>
<b>Total Assets</b>	<u><u>\$2,252,993.08</u></u>	<u><u>\$1,662,719.74</u></u>	<u><u>\$36,163.59</u></u>	<u><u>\$14,330,000.00</u></u>	<u><u>\$18,281,876.41</u></u>



**Myrtle Creek Improvement District**  
Statement of Financial Position  
As of 11/30/2023

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$34,085.86				\$34,085.86
Due To Other Funds	97,598.87				97,598.87
Due To Other Governmental Units	13,915.75				13,915.75
Deferred Revenue	829,894.30				829,894.30
Deferred Revenue		\$1,130,548.28			1,130,548.28
Accounts Payable			\$58.90		58.90
Total Current Liabilities	<u>\$975,494.78</u>	<u>\$1,130,548.28</u>	<u>\$58.90</u>	<u>\$0.00</u>	<u>\$2,106,101.96</u>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$14,330,000.00	\$14,330,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$14,330,000.00</u>	<u>\$14,330,000.00</u>
<b>Total Liabilities</b>	<u>\$975,494.78</u>	<u>\$1,130,548.28</u>	<u>\$58.90</u>	<u>\$14,330,000.00</u>	<u>\$16,436,101.96</u>
<b><u>Net Assets</u></b>					
Net Assets, Unrestricted	\$1,310,790.05				\$1,310,790.05
Net Assets - General Government	(72,855.38)				(72,855.38)
Current Year Net Assets - General Government	39,563.63				39,563.63
Net Assets, Unrestricted		\$630,722.89			630,722.89
Current Year Net Assets, Unrestricted		(98,551.43)			(98,551.43)
Net Assets, Unrestricted			(\$417,951.06)		(417,951.06)
Net Assets, Unrestricted			453,904.47		453,904.47
Current Year Net Assets, Unrestricted			151.28		151.28
<b>Total Net Assets</b>	<u>\$1,277,498.30</u>	<u>\$532,171.46</u>	<u>\$36,104.69</u>	<u>\$0.00</u>	<u>\$1,845,774.45</u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$2,252,993.08</u></u>	<u><u>\$1,662,719.74</u></u>	<u><u>\$36,163.59</u></u>	<u><u>\$14,330,000.00</u></u>	<u><u>\$18,281,876.41</u></u>

**Myrtle Creek Improvement District**  
Statement of Activities  
As of 11/30/2023

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<b><u>Revenues</u></b>					
On-Roll Assessments	\$96,165.13				\$96,165.13
On-Roll Assessments		\$131,003.83			131,003.83
Developer Contributions			\$58.90		58.90
Total Revenues	<u>\$96,165.13</u>	<u>\$131,003.83</u>	<u>\$58.90</u>	<u>\$0.00</u>	<u>\$227,227.86</u>
<b><u>Expenses</u></b>					
Public Officials' Liability Insurance	\$4,048.00				\$4,048.00
Trustee Services	6,176.23				6,176.23
Management	7,791.66				7,791.66
Engineering	125.00				125.00
District Counsel	277.50				277.50
Legal Advertising	469.00				469.00
Miscellaneous	1.16				1.16
Web Site Maintenance	270.00				270.00
Dues, Licenses, and Fees	175.00				175.00
Electric	165.87				165.87
Entry Lighting	28.06				28.06
Water Reclaimed	2,621.21				2,621.21
Aquatic Contract	650.00				650.00
General Liability Insurance	4,636.00				4,636.00
Irrigation	455.01				455.01
Landscaping Maintenance & Material	78.98				78.98
IME - Aquatics Maintenance	526.06				526.06
IME - Irrigation	869.40				869.40
IME - Landscaping	15,074.06				15,074.06
IME - Lighting	48.51				48.51
IME - Water Reclaimed	1.74				1.74
IME - Landscape Improvements	5,156.55				5,156.55
Streetlights	1,073.06				1,073.06
Personnel Leasing Agreement	6,000.02				6,000.02
Interest Payments		\$232,200.00			232,200.00
Legal Advertising			\$58.90		58.90
Total Expenses	<u>\$56,718.08</u>	<u>\$232,200.00</u>	<u>\$58.90</u>	<u>\$0.00</u>	<u>\$288,976.98</u>

**Myrtle Creek Improvement District**  
Statement of Activities  
As of 11/30/2023

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$116.58				\$116.58
Dividends Income		\$2,644.74			2,644.74
Dividends Income			\$151.28		151.28
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$116.58</u>	<u>\$2,644.74</u>	<u>\$151.28</u>	<u>\$0.00</u>	<u>\$2,912.60</u>
<b>Change In Net Assets</b>	\$39,563.63	(\$98,551.43)	\$151.28	\$0.00	(\$58,836.52)
<b>Net Assets At Beginning Of Year</b>	<u>\$1,237,934.67</u>	<u>\$630,722.89</u>	<u>\$35,953.41</u>	<u>\$0.00</u>	<u>\$1,904,610.97</u>
<b>Net Assets At End Of Year</b>	<u><u>\$1,277,498.30</u></u>	<u><u>\$532,171.46</u></u>	<u><u>\$36,104.69</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,845,774.45</u></u>

# Myrtle Creek Improvement District

Budget to Actual

For the Month Ending 11/30/2023

	Actual	Budget	Variance	FY 2024 Adopted Budget	Percentage Spent
<b>Revenues</b>					
On-Roll Assessments	\$ 96,165.13	\$ 154,591.97	\$ (58,426.84)	\$ 927,551.80	10.37%
Carryforward Revenue	14,087.13	14,087.13	-	84,522.75	16.67%
<b>Net Revenues</b>	<b>\$ 110,252.26</b>	<b>\$ 168,679.10</b>	<b>\$ (58,426.84)</b>	<b>\$ 1,012,074.55</b>	<b>10.89%</b>
<b>General &amp; Administrative Expenses</b>					
<b>Legislative</b>					
Supervisor Fees	\$ -	\$ 2,000.00	\$ (2,000.00)	\$ 12,000.00	0.00%
<b>Financial &amp; Administrative</b>					
Public Officials' Liability Insurance	4,048.00	777.50	3,270.50	4,665.00	86.77%
Trustee Services	6,176.23	1,166.67	5,009.56	7,000.00	88.23%
Management	7,791.66	7,791.67	(0.01)	46,750.00	16.67%
Engineering	125.00	1,666.67	(1,541.67)	10,000.00	1.25%
Disclosure	-	300.00	(300.00)	1,800.00	0.00%
Property Appraiser	-	416.67	(416.67)	2,500.00	0.00%
District Counsel	277.50	4,166.67	(3,889.17)	25,000.00	1.11%
Assessment Administration	-	1,250.00	(1,250.00)	7,500.00	0.00%
Reamortization Schedules	-	41.67	(41.67)	250.00	0.00%
Audit	-	666.67	(666.67)	4,000.00	0.00%
Arbitrage Calculation	-	150.00	(150.00)	900.00	0.00%
Travel and Per Diem	-	50.00	(50.00)	300.00	0.00%
Telephone	-	8.33	(8.33)	50.00	0.00%
Postage & Shipping	-	166.67	(166.67)	1,000.00	0.00%
Copies	-	333.33	(333.33)	2,000.00	0.00%
Legal Advertising	469.00	1,083.33	(614.33)	6,500.00	7.22%
Bank Fees	-	60.00	(60.00)	360.00	0.00%
Miscellaneous	1.16	1,583.35	(1,582.19)	9,500.00	0.01%
Meeting Room	-	133.33	(133.33)	800.00	0.00%
Office Supplies	-	45.00	(45.00)	270.00	0.00%
Web Site Maintenance	270.00	450.00	(180.00)	2,700.00	10.00%
Holiday Decorations	-	166.67	(166.67)	1,000.00	0.00%
Dues, Licenses, and Fees	175.00	29.17	145.83	175.00	100.00%
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 19,333.55</b>	<b>\$ 24,503.37</b>	<b>\$ (5,169.82)</b>	<b>\$ 147,020.00</b>	<b>13.15%</b>

# Myrtle Creek Improvement District

Budget to Actual  
For the Month Ending 11/30/2023

	Actual	Budget	Variance	FY 2024 Adopted Budget	Percentage Spent
<b>Field Operations</b>					
<b>Electric Utility Services</b>					
Electric	\$ 120.99	\$ 250.00	\$ (129.01)	\$ 1,500.00	8.07%
Entry Lighting	28.06	83.33	(55.27)	500.00	5.61%
<b>Water-Sewer Combination Services</b>					
Water Reclaimed	2,190.62	4,166.67	(1,976.05)	25,000.00	8.76%
<b>Stormwater Control</b>					
Aquatic Contract	650.00	650.00	-	3,900.00	16.67%
Lake/Pond Repair Reserve	-	833.33	(833.33)	5,000.00	0.00%
<b>Other Physical Environment</b>					
General Liability Insurance	4,636.00	833.33	3,802.67	5,000.00	92.72%
Property & Casualty Insurance	-	283.33	(283.33)	1,700.00	0.00%
Auto Insurance	-	16.67	(16.67)	100.00	0.00%
Irrigation Repairs	455.01	7,500.00	(7,044.99)	45,000.00	1.01%
Landscaping Maintenance & Material					
District Landscaping	-	43,929.52	(43,929.52)	263,577.12	0.00%
Gateway Road Landscaping	78.98	78.98	-	473.88	16.67%
Tree Trimming	-	6,666.67	(6,666.67)	40,000.00	0.00%
Flower & Plant Replacement	-	8,333.33	(8,333.33)	50,000.00	0.00%
Contingency	-	14,235.86	(14,235.86)	85,415.18	0.00%
Pest Control	-	468.33	(468.33)	2,810.00	0.00%
Hurricane Cleanup	-	8,333.33	(8,333.33)	50,000.00	0.00%
<b>Interchange Maintenance Expenses</b>					
IME - Aquatics Maintenance	526.06	556.50	(30.44)	3,339.00	15.76%
IME - Irrigation Repairs	869.40	525.00	344.40	3,150.00	27.60%
IME - Landscaping	15,074.06	15,074.06	-	90,444.38	16.67%
IME - Lighting	48.51	210.00	(161.49)	1,260.00	3.85%
IME - Miscellaneous	-	1,050.00	(1,050.00)	6,300.00	0.00%
IME - Water Reclaimed	1.74	262.50	(260.76)	1,575.00	0.11%
IME - Landscape Improvements	5,156.55	2,100.00	3,056.55	12,600.00	40.93%
<b>New Operational Field Expenses</b>					
Trail Repair	-	2,500.00	(2,500.00)	15,000.00	0.00%
<b>Road &amp; Street Facilities</b>					
Entry and Wall Maintenance	-	1,666.67	(1,666.67)	10,000.00	0.00%
Streetlights	1,073.06	2,500.00	(1,426.94)	15,000.00	7.15%
<b>Parks &amp; Recreation</b>					
Personnel Leasing Agreement	6,000.02	6,000.00	0.02	36,000.00	16.67%
<b>Reserves</b>					
Infrastructure Capital Reserve	-	3,333.33	(3,333.33)	20,000.00	0.00%
Interchange Maintenance Reserve	-	393.33	(393.33)	2,360.00	0.00%
<b>Total Field Operations Expenses</b>	<b>\$ 36,909.06</b>	<b>\$ 132,834.07</b>	<b>\$ (95,925.01)</b>	<b>\$ 797,004.56</b>	<b>4.63%</b>

# Myrtle Creek Improvement District

Budget to Actual  
For the Month Ending 11/30/2023

	Actual	Budget	Variance	FY 2024 Adopted Budget	Percentage Spent
<b><u>Wellspring Blvd./Performance Drive Expense</u></b>					
Irrigation Repairs	\$ -	\$ 871.75	\$ (871.75)	\$ 5,230.50	0.00%
Landscaping	-	6,006.00	(6,006.00)	36,036.00	0.00%
Flower & Plant Replacement	-	1,666.67	(1,666.67)	10,000.00	0.00%
Lighting	44.88	1,747.25	(1,702.37)	10,483.50	0.43%
Miscellaneous	-	583.33	(583.33)	3,500.00	0.00%
Water Reclaimed	430.59	583.33	(152.74)	3,500.00	12.30%
<b>Total Wellspring Blvd./Performance Drive Expenses</b>	<b>\$ 475.47</b>	<b>\$ 11,458.33</b>	<b>\$ (10,982.86)</b>	<b>\$ 68,750.00</b>	<b>0.69%</b>
<b>Total Expenses</b>	<b>\$ 56,718.08</b>	<b>\$ 168,795.77</b>	<b>\$ (112,077.69)</b>	<b>\$ 1,012,774.56</b>	<b>5.60%</b>
<b>Income (Loss) from Operations</b>	<b>\$ 53,534.18</b>	<b>\$ (116.67)</b>	<b>\$ 53,650.85</b>	<b>\$ (700.00)</b>	
<b><u>Other Income (Expense)</u></b>					
Interest Income	\$ 116.58	\$ 116.67	\$ (0.09)	\$ 700.00	16.65%
<b>Total Other Income (Expense)</b>	<b>\$ 116.58</b>	<b>\$ 116.67</b>	<b>\$ (0.09)</b>	<b>\$ 700.00</b>	<b>16.65%</b>
<b>Net Income (Loss)</b>	<b>\$ 53,650.76</b>	<b>\$ -</b>	<b>\$ 53,650.76</b>	<b>\$ -</b>	

# Myrtle Creek Improvement District

Budget to Actual

For the Month Ending 11/30/2023

	Oct-23	Nov-23	YTD Actual
<b><u>Revenues</u></b>			
On-Roll Assessments	\$ -	\$ 96,165.13	\$ 96,165.13
Carryforward Revenue	7,043.56	7,043.57	14,087.13
<b>Net Revenues</b>	<b>\$ 7,043.56</b>	<b>\$ 103,208.70</b>	<b>\$ 110,252.26</b>
<b><u>General &amp; Administrative Expenses</u></b>			
<b>Legislative</b>			
Supervisor Fees	\$ -	\$ -	\$ -
<b>Financial &amp; Administrative</b>			
Public Officials' Liability Insurance	4,048.00	-	4,048.00
Trustee Services	6,176.23	-	6,176.23
Management	3,895.83	3,895.83	7,791.66
Engineering	-	125.00	125.00
Disclosure	-	-	-
Property Appraiser	-	-	-
District Counsel	-	277.50	277.50
Assessment Administration	-	-	-
Reamortization Schedules	-	-	-
Audit	-	-	-
Arbitrage Calculation	-	-	-
Travel and Per Diem	-	-	-
Telephone	-	-	-
Postage & Shipping	-	-	-
Copies	-	-	-
Legal Advertising	-	469.00	469.00
Bank Fees	-	-	-
Miscellaneous	-	1.16	1.16
Meeting Room	-	-	-
Office Supplies	-	-	-
Web Site Maintenance	-	270.00	270.00
Holiday Decorations	-	-	-
Dues, Licenses, and Fees	175.00	-	175.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 14,295.06</b>	<b>\$ 5,038.49</b>	<b>\$ 19,333.55</b>
<b><u>Field Operations</u></b>			
<b>Electric Utility Services</b>			
Electric	\$ -	\$ 120.99	\$ 120.99
Entry Lighting	-	28.06	28.06
<b>Water-Sewer Combination Services</b>			
Water Reclaimed	-	2,190.62	2,190.62
<b>Stormwater Control</b>			
Aquatic Contract	325.00	325.00	650.00
Lake/Pond Repair Reserve	-	-	-
<b>Other Physical Environment</b>			
General Liability Insurance	4,636.00	-	4,636.00
Property & Casualty Insurance	-	-	-
Auto Insurance	-	-	-
Irrigation	455.01	-	455.01
Landscaping Maintenance & Material			
District Landscaping	-	-	-
Gateway Road Landscaping	39.49	39.49	78.98

# Myrtle Creek Improvement District

Budget to Actual

For the Month Ending 11/30/2023

	Oct-23	Nov-23	YTD Actual
Tree Trimming	-	-	-
Flower & Plant Replacement	-	-	-
Contingency	-	-	-
Pest Control	-	-	-
Hurricane Cleanup	-	-	-
<b>Interchange Maintenance Expenses</b>			
IME - Aquatics Maintenance	263.03	263.03	526.06
IME - Irrigation	-	869.40	869.40
IME - Landscaping	-	15,074.06	15,074.06
IME - Lighting	-	48.51	48.51
IME - Miscellaneous	-	-	-
IME - Water Reclaimed	-	1.74	1.74
IME - Landscape Improvements	7,537.03	(2,380.48)	5,156.55
<b>New Operational Field Expenses</b>			
Trail Repair	-	-	-
<b>Road &amp; Street Facilities</b>			
Entry and Wall Maintenance	-	-	-
Streetlights	-	1,073.06	1,073.06
<b>Parks &amp; Recreation</b>			
Personnel Leasing Agreement	3,000.01	3,000.01	6,000.02
<b>Contingency</b>			
Infrastructure Capital Reserve	-	-	-
Interchange Maintenance Reserve	-	-	-
<b>Total Field Operations Expenses</b>	<b>\$ 16,255.57</b>	<b>\$ 20,653.49</b>	<b>\$ 36,909.06</b>
<b><u>Wellspring Blvd./Performance Drive Expenses</u></b>			
Irrigation Repairs	\$ -	\$ -	\$ -
Landscaping	-	-	-
Flower & Plant Replacement	-	-	-
Lighting	-	44.88	44.88
Miscellaneous	-	-	-
Water Reclaimed	-	430.59	430.59
<b>Total Wellspring Blvd./Performance Drive Expenses</b>	<b>\$ -</b>	<b>\$ 475.47</b>	<b>\$ 475.47</b>
<b>Total Expenses</b>	<b>\$ 30,550.63</b>	<b>\$ 26,167.45</b>	<b>\$ 56,718.08</b>
<b>Income (Loss) from Operations</b>	<b>\$ (23,507.07)</b>	<b>\$ 77,041.25</b>	<b>\$ 53,534.18</b>
<b><u>Other Income (Expense)</u></b>			
Interest Income	\$ 59.66	\$ 56.92	\$ 116.58
<b>Total Other Income (Expense)</b>	<b>\$ 59.66</b>	<b>\$ 56.92</b>	<b>\$ 116.58</b>
<b>Net Income (Loss)</b>	<b>\$ (23,447.41)</b>	<b>\$ 77,098.17</b>	<b>\$ 53,650.76</b>



Myrtle Creek Improvement District  
Cash Flow

	Beg. Cash	FY23 Inflows	FY23 Outflows	FY24 Inflows	FY24 Outflows	End. Cash
			-		-	
10/1/2022	621,925.83	7.89	(8,000.00)	-	-	560,497.88
11/1/2022	560,497.88	145,500.50	(57,375.76)	-	-	646,515.12
12/1/2022	646,515.12	393,342.81	(327,921.27)	-	-	711,936.66
1/1/2023	711,936.66	579,560.01	(68,028.87)	-	-	1,223,467.80
2/1/2023	1,223,467.80	765,354.97	(823,751.50)	-	-	1,165,071.27
3/1/2023	1,165,071.27	122,182.72	(58,093.18)	-	-	1,229,160.81
4/1/2023	1,229,160.81	66,795.70	(142,345.22)	-	-	1,153,611.29
5/1/2023	1,153,611.29	37,242.02	(38,682.10)	-	-	1,152,171.21
6/1/2023	1,152,171.21	35,994.03	(34,114.58)	-	-	1,154,050.66
7/1/2023	1,154,050.66	20,787.56	(111,984.99)	-	-	1,062,853.23
8/1/2023	1,062,853.23	69,469.51	(90,647.55)	-	-	1,041,675.19
9/1/2023	1,041,675.19	6,167.58	(118,495.98)	-	(8,684.00)	920,662.79
10/1/2023	920,662.79	5,481.50	(32,350.81)	12.03	(3,500.01)	890,305.50
11/1/2023	890,305.50	-	(13,119.39)	227,239.29	(29,996.32)	1,074,429.08
12/1/2023	1,074,429.08	-	-	-	-	1,074,429.08 as of 12/06/2023
Totals		2,247,886.80	(1,933,261.20)	227,251.32	(42,180.33)	

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

	Amount
<b>Series 2016 Bond Issue</b>	
Original Construction Fund	\$ 513,425.32
Additions (Interest, Transfers from DSR, etc.)	234,289.55
Cumulative Draws Through Prior Month	(711,610.18)
	=====
<b>Construction Funds Available</b>	<b>\$ 36,104.69</b>
<b>Requisitions This Month</b>	
	=====
<b>Total Requisitions This Month</b>	<b>\$ -</b>
	=====
Funds Remaining	\$ 36,104.69
<b>Committed Funding</b>	
Performance Drive Phase 3 - August bid and October NTP	\$ -
	=====
<b>Total Committed</b>	<b>\$ -</b>
	=====
<b>Net Uncommitted</b>	<b>36,104.69</b>