

Myrtle Creek Improvement District

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

www.myrtlecreekid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Myrtle Creek Improvement District ("District"), scheduled to be held at **5:00 p.m. on Tuesday, February 20, 2024, 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: pfmccd.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 December 12, 2023, Board of Supervisors' Meeting**
- 2. **Consideration of Resolution 2024-01, Designating Authorized Signatories for the District's Bank Account(s)**
- 3. **Consideration of Resolution 2024-02, Election of Officers**

Business Matters

4. **Consideration of Trail Maintenance Proposal with Berman**
5. **Consideration of Tree Trimming Proposal with DWC**
6. **Ratification of Operation and Maintenance Expenditures Paid in December 2023 in an amount totaling \$28,914.97**
7. **Ratification of Operation and Maintenance Expenditures Paid in January 2024 in an amount totaling \$93,825.08**
8. **Recommendation of Work Authorization/Proposed Services (if applicable)**
9. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

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

Adjournment



MYRTLE CREEK IMPROVEMENT DISTRICT

**Minutes of the December 12, 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, December 12, 2023, at 5:00 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827.

Present:

Bob Da Silva	Chairman
Kyle Scholl	Assistant Secretary
Marsha Leed	Assistant Secretary

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	
Jorge Jimenez	PFM	(via phone)
Amanda Lane	PFM	(via phone)
Jeffrey Newton	Donald W. McIntosh Associates	
Greg Platt	Donald W. McIntosh Associates	
Tucker Mackie	Kutak Rock	
Ryan Dugan	Kutak Rock	(via phone)
Katie Harmer	Berman	(via phone @ 5:02 pm, exited @ 5:11 pm)
Dan Young	Tavistock	
DJ Batten	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
August 15, 2023, Board of
Supervisors' Meeting**

The Board reviewed the minutes of the August 15, 2023, Board of Supervisors' Meeting.

On motion by Mr. Da Silva, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Minutes of the August 15, 2023, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Notice of Construction Committee
Member Resignation**

Ms. Walden stated the resignation letter from Mr. McDermott is included in the agenda. She noted at this time there is no recommendation from the team, but when there is a recommendation, it will be brought before the Board.

FIFTH ORDER OF BUSINESS

**Consideration of License Agreement
for Cypress Plantings**

Ms. Mackie stated that Lake Nona Land Company reached out to the District as it relates to a development wide project in which Lake Nona Land Company is planting Cypress trees within stormwater ponds. She noted the District doesn't own the majority of the stormwater ponds within the District, with the exception of one near Performance Drive and Lake Nona Blvd. That intersection is where some of the Cypress plantings were installed, and these are going to be maintained in perpetuity by Lake Nona Land Company. The License Agreement provides for both the installation and the ongoing maintenance in addition to terms relating to revocations as well as termination.

On motion by Mr. Scholl, seconded by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the License Agreement for Cypress Plantings.

SIXTH ORDER OF BUSINESS

**Ratification of Non-Ad Valorem
Assessment Administration
Agreement**

Ms. Walden stated this is a standard agreement that the District goes into every year with the Property Appraiser so the District can go on roll for Assessments. She noted the Chair did execute this outside of a meeting, so District staff is looking for ratification of this item.

On motion by Ms. Leed, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Non-Ad Valorem Assessment Administration Agreement.

SEVENTH ORDER OF BUSINESS

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

Ms. Walden stated this is the District's auditor and District staff did review this engagement letter before it was executed. There were some changes made and the Chair did sign this outside of a meeting so the District could keep things moving. She noted that the fee is \$3,765.00, which does fall within the \$4,000.00 budget for this line item.

On motion by Ms. Leed, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Fiscal Year 2023 Audit Engagement Letter with Berger, Toombs, Elam, Gaines & Frank in the amount of \$3,765.00.

EIGHTH ORDER OF BUSINESS

**Ratification of Egis Insurance
Package for FY 2024**

Ms. Walden stated the coverage came in under budget at \$8,684.00 for this Fiscal Year. The budget for this line item was originally \$9,665.00. District staff had the Chair execute this outside of a meeting to keep things moving and so the District didn't lose coverage.

On motion by Mr. Scholl, seconded by Ms. Leed, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Egis Insurance Package for FY 2024.

NINTH ORDER OF BUSINESS

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

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. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures paid in August 2023 in an amount totaling \$40,182.91.

TENTH ORDER OF BUSINESS

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

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

On motion by Mr. Scholl, seconded by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures paid in September 2023 in an amount totaling \$124,437.90.

ELEVENTH ORDER OF BUSINESS

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

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. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures paid in October 2023 in an amount totaling \$33,063.19.

TWELFTH ORDER OF BUSINESS

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

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. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures paid in November 2023 in an amount totaling \$43,115.71.

THIRTEENTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Ms. Walden stated the District received proposals from Brightview (Minutes Exhibit A). Mr. Batten went over the proposals for the Pine, Magnolia, and Oak trees which amounted to just under \$6,200.00. There was a brief discussion.

On motion by Mr. Scholl, seconded by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Work Authorizations from BrightView for the Pine, Magnolia, and Oak trees at a not-to-exceed amount of \$6,200.00.

FOURTEENTH ORDER OF BUSINESS

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

Ms. Walden stated the financials are listed through November, and the District has expenses of just under \$56,000.00 versus a little over \$1,000,000.00 budget. This equates to about 6% of the budget being spent so far.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

- District Counsel – Ms. Mackie informed the Board that they will be receiving email correspondence from her firm as it relates to the required Ethics training. She added that this is a self-reporting requirement on the Form 1.
- District Manager – Ms. Walden stated the next Board Meeting is Tuesday, January 16, 2023, which is the third Tuesday of the month.
- District Engineer – Mr. Newton introduced Greg Platt to the Board.
- Construction Supervisor – No report.
- Landscape Supervisor – No report.
- Irrigation Supervisor – No report.

SIXTEENTH ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor requests.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

On motion by Mr. Da Silva, seconded by Mr. Scholl, with all in favor, the December 12, 2023, Meeting of the Board of Supervisors for the Myrtle Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

Minutes Exhibit A

BrightView Tree Care Services

Branch Office #49360
4777 Old Winter Garden Road
Orlando, Florida 32789
Johnathan Giaquinta
ISA Certified Arborist-FL-9956A
Certified Pest Control Operator-JF293335
johnathan.giaquinta@brightview.com
tel:4077974388



Tree Care Service Address/Location

Myrtle Creek Improvement
ID#: 345200313
7052 7076 Tavistock Lakes Blvd
Orlando, 32827

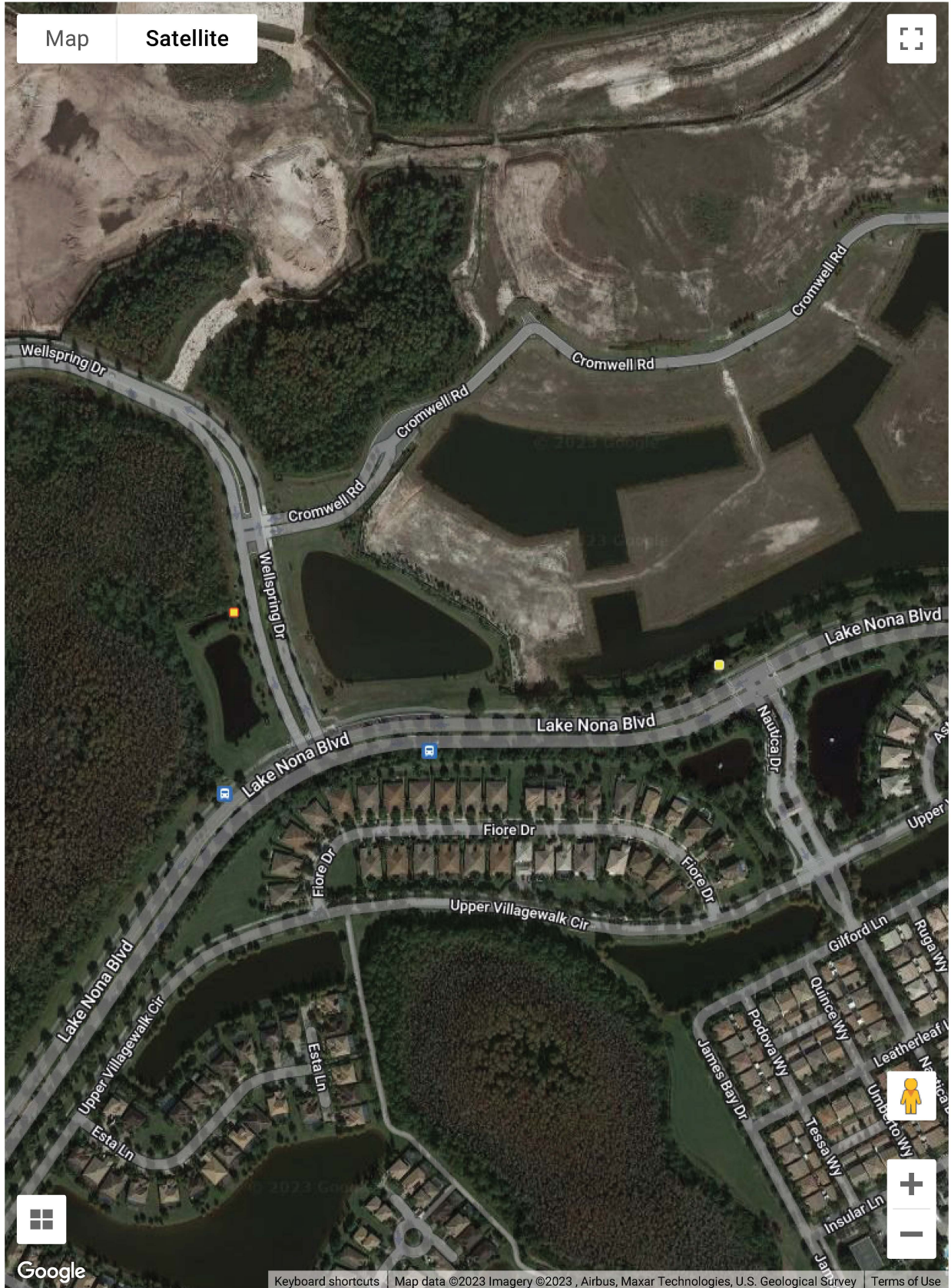
Tree Care Service Billing Address

BVLS South Orlando - Donald Kriston
4777 Old Winter Garden Rd.
Orlando, Florida 32811
Donald Kriston
Donald.Kriston@brightview.com
tel:(407) 600-4287

Proposed Tree Care Services

Species	DBH	Qty	Objective	Price
 Slash Pine <i>Pinus elliottii</i>	7"-12"	1	Once stump grind is completed, add 5 bags of top soil and 10 pieces of bahia sod / Removal and Stump Grind to Ground Level	\$850
 Slash Pine <i>Pinus elliottii</i>	7"-12"	1	Removal and Flush Cut - Above Ground portion removal and flush cut. Removal of all debris	\$600
Total				\$1,450

Myrtle Creek Improvement



Legend (2)

Slash Pine (2)

Myrtle Creek Improvement

Pine Tree Removals



October 10, 2023

Pinus elliottii ID# 1059
Slash Pine
DBH: 7"-12"
Health: 0% - Dead



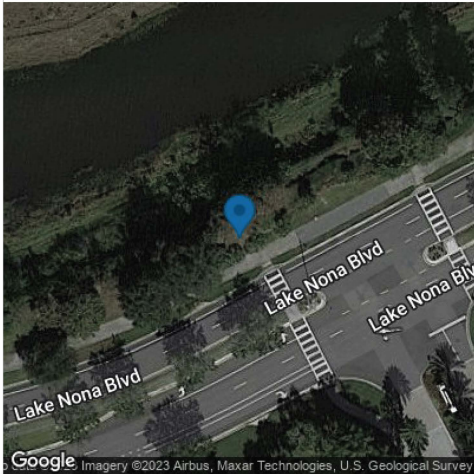
October 10, 2023

Pinus elliottii ID# 1059
Slash Pine
DBH: 7"-12"
Health: 0% - Dead

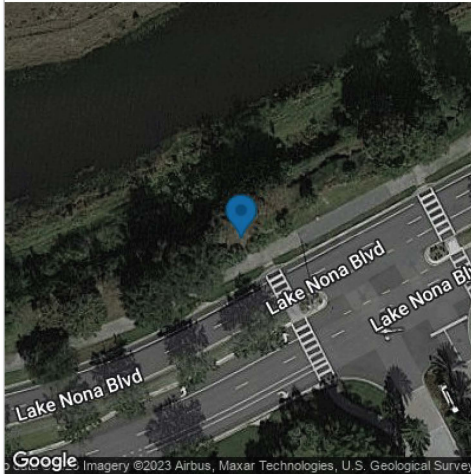


October 10, 2023

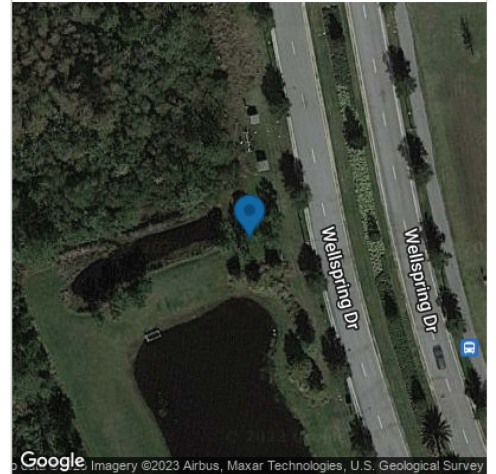
Pinus elliottii ID# 1060
Slash Pine
DBH: 7"-12"
Health: 0% - Dead



Removal and Flush Cut - Above Ground
portion removal and flush cut. Removal of all
debris



Removal and Flush Cut - Above Ground
portion removal and flush cut. Removal of all
debris



Once stump grind is completed, add 5 bags of
top soil and 10 pieces of bahia sod / Removal
and Stump Grind to Ground Level

BrightView Tree Care Services

Terms & Conditions

1. **Bid Specifications:** The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is being done in accordance with ANSI A300 standards.
2. **Bid Expiration:** This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.
3. **Work Force:** Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
4. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
5. **Scheduling of Work:** If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
6. **Work Hours:** Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
7. **License and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other license and permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
8. **Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
9. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
10. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
11. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.
12. **Non-Union Contractor:** Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.
13. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
14. **Additional Services:** Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.
15. **Access to Job Site:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
14. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
15. **Cancellation:** Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
16. **Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
17. **Disclaimer:** This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

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

Customer

Signature

October 10, 2023

Printed Name

Date

BrightView Tree Care Services

Johnathan Giaquinta

October 10, 2023

Signature

Date

Johnathan Giaquinta

October 10, 2023

Printed Name

Date

ISA Certified Arborist-FL-9956A
Certified Pest Control Operator-JF293335

Proposal for Extra Work at Myrtle Creek Improvement Distr

Property Name	Myrtle Creek Improvement Distr	Contact	Doyle Batten
Property Address	7251 Lake Nona Blvd Orlando, FL 32827	To	Myrtle Creek Improvement District
		Billing Address	3501 Quadrangle Blvd Ste 270 Orlando, FL 32817
Project Name	Replacement of oak tree on Lake Nona Blvd near Lake house.		
Project Description	Replacement of 6"DBH oak tree on Lake Nona Blvd near Lake house. Tree hit by car. Sod repair incl		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Live Oak 300 gallon 5.5 - 6.6" Caliper Installed	\$2,099.99	\$2,099.99
1.00	HOUR	Irrigation Technician	\$45.00	\$45.00
400.00	SQUARE FEET	St Augustine - Floratam Turf Installed	\$0.68	\$272.00

Images

IMG_0458



IMG_0459



THIS IS NOT AN INVOICE

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

Proposal for Extra Work at Myrtle Creek Improvement Distr

IMG_0460



IMG_0461



IMG_0462



IMG_0463



THIS IS NOT AN INVOICE

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

Proposal for Extra Work at Myrtle Creek Improvement Distr

IMG_0464



For internal use only

SO# 8270640
JOB# 345200313
Service Line 130

Total Price \$2,416.99

THIS IS NOT AN INVOICE

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

TERMS & CONDITIONS

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

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

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

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

Acceptance of this Contract

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

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

Customer

Signature	Title	branch Manager
Doyle Batten	Date	November 01, 2023
<small>Printed Name</small>		

BrightView Landscape Services, Inc. "Contractor"
Account Manager

Signature	Title	
Charles Michael Barker	Date	November 01, 2023
<small>Printed Name</small>		

Job #: 345200313
SO #: 8270640 **Proposed Price: \$2,416.99**

Proposal for Extra Work at Myrtle Creek Improvement Distr

Property Name	Myrtle Creek Improvement Distr	Contact	Doyle Batten
Property Address	7251 Lake Nona Blvd Orlando, FL 32827	To	Myrtle Creek Improvement District
		Billing Address	3501 Quadrangle Blvd Ste 270 Orlando, FL 32817
Project Name	Lake Nona Blvd. Magnolia replacement		
Project Description	Replace one 17' DD Blanchard Magnolia		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Replace one magnolia	\$2,025.00	\$2,025.00
4.00	HOOR	Enhancement Labor	\$75.60	\$302.40

Images

IMG_0166



IMG_0167

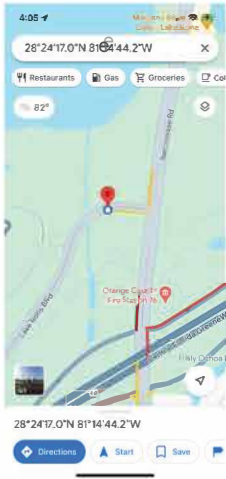


THIS IS NOT AN INVOICE

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

Proposal for Extra Work at Myrtle Creek Improvement Distr

IMG_0177



For internal use only

SO# 8255667
JOB# 345200313
Service Line 130

Total Price \$2,327.40

THIS IS NOT AN INVOICE

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

TERMS & CONDITIONS

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

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

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

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

Acceptance of this Contract

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

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

Customer

Signature	Title
Doyle Batten	branch Manager
Printed Name	Date
	October 16, 2023

BrightView Landscape Services, Inc. "Contractor"

Signature	Title
Charles Michael Barker	Account Manager
Printed Name	Date
	October 16, 2023

Job #: 345200313
SO #: 8255667 **Proposed Price: \$2,327.40**

MYRTLE CREEK IMPROVEMENT DISTRICT

**Resolution 2024-01,
Designating Authorized Signatories for the
District's Bank Account(s)**

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MYRTLE CREEK IMPROVEMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER TO DESIGNATE THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Myrtle Creek Improvement District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and Situated entirely within Orange County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") has selected a depository as defined in Section 280.02, Florida Statutes, which meets all the requirements of Chapter 280 and has been designated by the State Chief Financial Officer as a qualified public depository; and

WHEREAS, the Board desires now to authorize signatories for the operating bank accounts(s).

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

Section 1. The Chairperson, Vice Chairperson, Secretary, Assistant Secretaries, Treasurer and Assistant Treasurers are hereby designated as authorized signatories for the operating bank account(s) of the District.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 20th DAY of February 2024.

ATTEST:

**MYRTLE CREEK
IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice-Chair

MYRTLE CREEK IMPROVEMENT DISTRICT

**Resolution 2024-02,
Election of Officers**

RESOLUTION 2024-02

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

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

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

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

- Section 1. Bob Da Silva is elected Chair.
- Section 2. Kam Shenai is elected Vice Chair.
- Section 4. Jennifer Walden is elected Secretary.
- Section 5. Lynne Mullins is elected Assistant Secretary.
- John Lynaugh is elected Assistant Secretary.
- Kyle Scholl is elected Assistant Secretary.
- Marsha Leed is elected Assistant Secretary.
- Section 5. Jennifer Glasgow is elected Treasurer.
- Section 6. Amanda Lane is elected Assistant Treasurer.
- Amy Champagne is elected Assistant Treasurer.
- Rick Montejano is elected Assistant Treasurer.
- Verona Griffith is elected Assistant Treasurer.
- Section 7. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- Section 8. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 20th DAY of February 2024.

ATTEST:

MYRTLE CREEK
IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice-Chair

MYRTLE CREEK IMPROVEMENT DISTRICT

Trail Maintenance Proposal with Berman

WORK AUTHORIZATION FOR MAINTENANCE SERVICES

This Work Authorization (the “**Work Authorization**”), dated Feb 16 , 2024, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE MYRTLE CREEK IMPROVEMENT DISTRICT AND BERMAN CONSTRUCTION, LLC FOR GENERAL MAINTENANCE SERVICES* (the “**Agreement**”), dated August 17, 2020, by and between:

Myrtle Creek Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Orlando, Florida, and whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the “**District**”); and

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

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

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

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

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

MYRTLE CREEK IMPROVEMENT DISTRICT

Secretary

By: _____
Its: _____

BERMAN CONSTRUCTION, LLC

Katie Harmer

Witness

By: Katie Harmer
Its: _____

Exhibit A: Proposal/Scope of Service



BERMAN

Date of proposal: February 16, 2024
Client: Myrtle Creek Improvement District
Project: Trail inspection
Scope: Inspect the trails for repairs and maintenance

Berman proposes the following scope of work and specifications:

A. Inspect the trails – Monitor and maintain the trail's landscape and pathways. Clean signs and replace broken items. Survey the landscape, fix minor issues, and send written recommendations for significant problems.

Line Item Cost: \$300.00

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

Payment Schedule: Upon Completion

Additional Notes: Berman Construction State of Florida CGC # 1518721

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

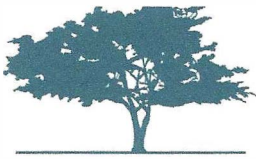
Revision and Approval Policy: Please contact our office upon receipt and approval of this contract, and any questions you might have. Due to availability and cost of material at this time, this proposal is only valid for 14 days, starting on the date of the proposal. Should you accept the terms outlined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

Agent for owner (print name and signature)

Berman Property Maintenance & Construction
By, Katie Harmer, Vice President

MYRTLE CREEK IMPROVEMENT DISTRICT

Tree Trimming Proposal with DWC



DWC Outdoors & Hauling LLC

PO BOX 675
Minneola FL 34755-0675

Proposal #2792

Created: 02/16/2024

Proposal For

PFM - Myrtle Creek ID

Location

Lake Nona Blvd
Orlando, FL

Terms

Due on receipt

Hardwood Elevation and Structural

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
------------------	----------	------------	--------

1) Hardwood Pruning Hardwood Pruning on N Lake Nona BLVD - Narcoses to Inagua	1	\$ 37,500.00	\$ 37,500.00
--	---	--------------	--------------

Elevations and Structural pruning.

MOT Permits and MOTEquipment will be needed to perform this work.

This work in conjunction with Lower Gateway Loop, which was completed in 2024, puts the combined total over budget. Lower Gateway Loop was never completed in the past. There is a note to capture this additional cost in contingency. The total for Lower Gateway Loop was \$9100 for the initial trim. Moving forward in 3 years, the price will be proposed at \$5700.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

SUBTOTAL \$ 37,500.00

SALES TAX \$ 0.00

TOTAL \$ 37,500.00

Signature

x

Date:

Please sign here to accept the terms and conditions

MYRTLE CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures
Paid in December 2023 in an amount totaling
\$28,914.97**

MYRTLE CREEK IMPROVEMENT DISTRICT

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

Operation and Maintenance Expenditures For Board Approval

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

The total items being presented: **\$28,914.97**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Myrtle Creek Improvement District
 AP Check Register (Current by Bank)
 Check Dates: 12/1/2023 to 12/31/2023

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
4423	12/08/23	M	BCID	Boggy Creek Improv. District	\$58.90
4424	12/08/23	M	DONMC	Donald W. McIntosh Associates	\$125.00
4425	12/08/23	M	KUTAK	Kutak Rock	\$277.50
4426	12/08/23	M	ORLSEN	Orlando Sentinel	\$219.50
4427	12/08/23	M	TRUSTE	US Bank as Trustee for Myrtle	\$214,806.36
4428	12/22/23	M	AWC	Aquatic Weed Control, Inc.	\$325.00
4429	12/22/23	M	BERMAN	Berman Construction	\$1,000.00
4430	12/22/23	M	PFMGC	PFM Group Consulting	\$3,895.83
4431	12/29/23	M	BERMAN	Berman Construction	\$3,000.01
BANK SUN REGISTER TOTAL:					\$223,708.10
GRAND TOTAL :					\$223,708.10

8,901.74	Checks 4423-4426, 4428-4431
214,806.36	Check 4427 - Debt Service
13,915.75	PA 608 - Nov. ICM due to Boggy Creek
6,097.48	PA 608 - OUC paid online
243,721.33	Total cash spent
28,914.97	O&M cash spent

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

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #144

10/20/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year				
1	Orlando Sentinel Legal Advertising on 10/04/2023 (Ad: 7506228)	OSC80865573	\$ 58.90	FY 2024				
TOTAL			\$ 58.90					
				<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">-</td> <td style="background-color: #fff9c4;">FY 2023</td> </tr> <tr> <td style="text-align: center;">58.90</td> <td style="background-color: #c8e6c9;">FY 2024</td> </tr> </table>	-	FY 2023	58.90	FY 2024
-	FY 2023							
58.90	FY 2024							

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #607

11/30/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Donald W McIntosh Associates Engineering Services Through 11/03/2023	45008	\$ 125.00	FY 2024
2	Kutak Rock General Counsel Through 10/31/2023	3311483	\$ 277.50	FY 2024
3	Orlando Sentinel Legal Advertising on 11/06/2023 (Ad: 7524174)	OSC82772535	\$ 219.50	FY 2024
TOTAL			\$ 622.00	
			\$ -	FY 2023
			\$ 622.00	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 10:30 am, Dec 08, 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: 2023.12.08
10:33:06-05'00'

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #608

12/8/2023

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control December Waterway Maintenance	90742	\$ 325.00
2	Berman Construction Holiday Decorations December Administrator & Irrigation Specialist	41131 41383	\$ 1,000.00 \$ 3,000.01
3	Boggy Creek Improvement District November ICM Expenses	ICM2024-02	\$ 13,915.75
4	OUC Acct 478400001, Service: 11/01/2023 - 12/01/2023	--	\$ 6,097.48
5	PFM Group Consulting December DM Fee	DM-12-2023-34	\$ 3,895.83
TOTAL			\$ 28,234.07


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 11:18 am, Dec 21, 2023

Digitaly signed by Daniel J. Young
DN: C=US,
E=dan.young@stavstock.com,
OU=Stavstock Development Co.,
CN=Daniel J. Young
Date: 2023.12.14 19:35:58-0500

Daniel J. Young

MYRTLE CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures
Paid in January 2024 in an amount totaling
\$93,825.08**

MYRTLE CREEK IMPROVEMENT DISTRICT

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

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from January 1, 2024 through January 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$93,825.08**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Myrtle Creek Improvement District
AP Check Register (Current by Bank)
 Check Dates: 1/1/2024 to 1/31/2024

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: OM1471 - CITY NATIONAL BANK					001-101-0000-00-01
4432	01/18/24	M	BERMAN	Berman Construction	\$550.00
4433	01/18/24	M	BVLS	BrightView Landscape Services	\$47,438.00
4434	01/18/24	M	KSCHOL	Kyle Scholl	\$200.00
4435	01/18/24	M	KUTAK	Kutak Rock	\$823.50
4436	01/18/24	M	LDASIL	Lionel R. Dasilva	\$200.00
4437	01/18/24	M	MLEED	Marsha Leed	\$200.00
4438	01/18/24	M	ORLSEN	Orlando Sentinel	\$215.68
4439	01/18/24	M	PFMGC	PFM Group Consulting	\$7,718.50
4440	01/18/24	M	VGLOBA	VGlobalTech	\$185.00
4441	01/18/24	M	AWC	Aquatic Weed Control, Inc.	\$325.00
4442	01/18/24	M	PFMGC	PFM Group Consulting	\$3,908.54
4443	01/18/24	M	TRUSTE	US Bank as Trustee for Myrtle	\$356,918.38
4444	01/22/24	M	BERMAN	Berman Construction	\$3,000.01
4445	01/22/24	M	BVLS	BrightView Landscape Services	\$16,741.00
BANK OM1471 REGISTER TOTAL:					\$437,374.61
BANK ID: OM-ACH - CITY NATIONAL BANK e ACH & WIRES					001-101-0000-00-01
70000	01/18/24	M	OUC	Orlando Utilities Commission	\$5,398.74
BANK OM-ACH REGISTER TOTAL:					\$5,398.74
GRAND TOTAL :					\$442,773.35

80,456.03	Check 4430-4442, 4444-4445
356,918.68	Check 44430 Debt Service
7,970.01	PA 6110 Dec. ICM due to Boggy Creek
5,398.74	PA 6120 OUC paid online
450,743.460	Total cash spent
93,825.08	O&M cash spent

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

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #609

12/15/2023

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	Repair Turf Damage from Car Accident	8717295	\$ 215.00
	October Section 1 & 2 Landscaping	8718412	\$ 15,741.00
	November Section 1 & 2 Landscaping	8718415	\$ 15,741.00
	December Section 1 & 2 Landscaping	8718416	\$ 15,741.00
2	PFM Group Consulting		
	FY 2024 Tax Roll	127524	\$ 7,500.00
	October Billable Expenses	128435	\$ 219.50
3	Supervisor Fees - 12/12/2023 Meeting		
	Marsha Leed	--	\$ 200.00
	Kyle Scholl	--	\$ 200.00
	Bob da Silva	--	\$ 200.00
4	VGlobalTech		
	December Website Maintenance	5641	\$ 135.00
TOTAL			\$ 55,892.50



 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 8:48 am, Jan 08, 2024


 Digitally signed by Daniel J. Young
 DN: cn=Daniel J. Young, o=Myrtle Creek Improvement District, email=Daniel.J.Young@myrtle-creek-improvement.com, c=US
 Date: 2023.12.23 11:48:03 -0500

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #610

12/22/2023

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction Power Washing of Monument	41690	\$ 550.00
2	Kutak Rock General Counsel Through 11/30/2023	3327962	\$ 823.50
3	Orlando Sentinel Legal Advertising on 12/04/2023 (Ad: 7539913)	OSC84315237	\$ 215.68
TOTAL			\$ 1,589.18


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 8:48 am, Jan 08, 2024

Digitaly signed by Daniel J. Young
DN: C=US,
E=dan.young@lawstock.com,
O=Lawstock Development Co
DN: Daniel J. Young
Date: 2023.12.31
14:19:15.05:07

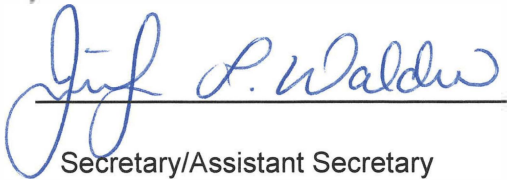
Daniel J. Young

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #611

1/5/2024

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control January Waterway Service	91810	\$ 325.00
2	Berman Construction January Administrator & Irrigation Specialist	42201	\$ 3,000.01
3	Boggy Creek Improvement District December ICM Expenses	ICM2024-03	\$ 7,970.11
4	BrightView Landscape Services January Section 1 & 2 Landscaping	8728899	\$ 15,741.00
TOTAL			\$ 27,036.12


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 2:01 pm, Jan 17, 2024

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: 2024.01.12 08:53:27-0500

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #612

1/12/2024

Item No.	Payee	Invoice Number	General Fund
1	OUC Utility Service 12/01/2023 - 01/02/2024	Acct: 4782400001	\$ 5,398.74
2	PFM Group Consulting December Billable Expenses January District Management Fee	129181 DM-01-2024-34	\$ 12.71 \$ 3,895.83
TOTAL			\$ 9,307.28


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 2:01 pm, Jan 17, 2024

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: 2024.01.14 21:45:07-05'00'

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 1/31/2024

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$1,146,107.85				\$1,146,107.85
Money Market Account	68,955.90				68,955.90
State Board of Administration	4,312.09				4,312.09
Pond Reserve	10,000.00				10,000.00
Assessments Receivable	506,377.14				506,377.14
Deposits	4,300.00				4,300.00
General Reserve	261,195.57				261,195.57
Assessments Receivable		\$689,827.37			689,827.37
Debt Service Reserve		327,627.94			327,627.94
Revenue		647,480.77			647,480.77
Prepayment		1,503.39			1,503.39
Due From Other Funds			\$47.64		47.64
Acquisition/Construction			36,405.22		36,405.22
Total Current Assets	<u>\$2,001,248.55</u>	<u>\$1,666,439.47</u>	<u>\$36,452.86</u>	<u>\$0.00</u>	<u>\$3,704,140.88</u>
 <u>Investments</u>					
Amount Available in Debt Service Funds				\$976,612.10	\$976,612.10
Amount To Be Provided				13,353,387.90	13,353,387.90
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>
Total Assets	<u>\$2,001,248.55</u>	<u>\$1,666,439.47</u>	<u>\$36,452.86</u>	<u>\$14,330,000.00</u>	<u>\$18,034,140.88</u>

Myrtle Creek Improvement District
Statement of Financial Position
As of 1/31/2024

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$13,373.47				\$13,373.47
Due To Other Funds	47.64				47.64
Due To Other Governmental Units	7,885.70				7,885.70
Deferred Revenue	506,377.14				506,377.14
Deferred Revenue		\$689,827.37			689,827.37
Accounts Payable			\$47.64		47.64
Total Current Liabilities	\$527,683.95	\$689,827.37	\$47.64	\$0.00	\$1,217,558.96
 <u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$14,330,000.00	\$14,330,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$14,330,000.00	\$14,330,000.00
 Total Liabilities	\$527,683.95	\$689,827.37	\$47.64	\$14,330,000.00	\$15,547,558.96
 <u>Net Assets</u>					
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	235,629.93				235,629.93
Net Assets, Unrestricted		\$630,722.89			630,722.89
Current Year Net Assets, Unrestricted		345,889.21			345,889.21
Net Assets, Unrestricted			(\$417,951.06)		(417,951.06)
Net Assets, Unrestricted			453,904.47		453,904.47
Current Year Net Assets, Unrestricted			451.81		451.81
Total Net Assets	\$1,473,564.60	\$976,612.10	\$36,405.22	\$0.00	\$2,486,581.92
 Total Liabilities and Net Assets	\$2,001,248.55	\$1,666,439.47	\$36,452.86	\$14,330,000.00	\$18,034,140.88

Myrtle Creek Improvement District
Statement of Activities
As of 1/31/2024

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$419,682.29				\$419,682.29
On-Roll Assessments		\$571,072.74			571,072.74
Developer Contributions			\$106.54		106.54
Total Revenues	\$419,682.29	\$571,724.74	\$106.54	\$0.00	\$991,513.57
<u>Expenses</u>					
Supervisor Fees	\$600.00				\$600.00
Public Officials' Liability Insurance	4,048.00				4,048.00
Trustee Services	6,176.23				6,176.23
Management	15,583.32				15,583.32
Engineering	832.51				832.51
District Counsel	2,781.96				2,781.96
Assessment Administration	7,500.00				7,500.00
Travel and Per Diem	12.71				12.71
Legal Advertising	904.18				904.18
Miscellaneous	3.47				3.47
Web Site Maintenance	840.00				840.00
Holiday Decorations	1,000.00				1,000.00
Dues, Licenses, and Fees	175.00				175.00
Electric	501.00				501.00
Entry Lighting	84.79				84.79
Water Reclaimed	11,560.16				11,560.16
Aquatic Contract	1,300.00				1,300.00
General Liability Insurance	4,636.00				4,636.00
Irrigation	455.01				455.01
Landscaping Maintenance & Material	63,121.96				63,121.96
Tree Trimming	9,100.00				9,100.00
Flower & Plant Replacement	1,665.00				1,665.00
IME - Aquatics Maintenance	1,052.12				1,052.12
IME - Irrigation	869.40				869.40
IME - Landscaping	30,148.12				30,148.12
IME - Lighting	141.54				141.54
IME - Water Reclaimed	85.42				85.42

Myrtle Creek Improvement District
Statement of Activities
As of 1/31/2024

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
Entry and Wall Maintenance	550.00				550.00
IME - Landscape Improvements	5,156.55				5,156.55
Streetlights	3,236.12				3,236.12
Personnel Leasing Agreement	12,000.04				12,000.04
Interest Payments		\$232,200.00			232,200.00
Legal Advertising			\$106.54		106.54
Total Expenses	\$186,120.65	\$232,200.00	\$106.54	\$0.00	\$418,427.19
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$2,068.29				\$2,068.29
Dividends Income		\$6,364.47			6,364.47
Dividends Income			\$451.81		451.81
Total Other Revenues (Expenses) & Gains (Losses)	\$2,068.29	\$6,364.47	\$451.81	\$0.00	\$8,884.57
Change In Net Assets	\$235,629.93	\$345,889.21	\$451.81	\$0.00	\$581,970.95
Net Assets At Beginning Of Year	\$1,237,934.67	\$630,722.89	\$35,953.41	\$0.00	\$1,904,610.97
Net Assets At End Of Year	\$1,473,564.60	\$976,612.10	\$36,405.22	\$0.00	\$2,486,581.92

Myrtle Creek Improvement District
 Budget to Actual
 For the Month Ending 01/31/2024

	Actual	Budget	Variance	FY 2024 Adopted Budget	Percentage Spent
Revenues					
On-Roll Assessments	\$ 419,682.29	\$ 309,183.93	\$ 110,498.36	\$ 927,551.80	45.25%
Carryforward Revenue	28,174.25	28,174.25	-	84,522.75	33.33%
Net Revenues	\$ 447,856.54	\$ 337,358.18	\$ 110,498.36	\$ 1,012,074.55	44.25%
General & Administrative Expenses					
Legislative					
Supervisor Fees	\$ 600.00	\$ 4,000.00	\$ (3,400.00)	\$ 12,000.00	5.00%
Financial & Administrative					
Public Officials' Liability Insurance	4,048.00	1,555.00	2,493.00	4,665.00	86.77%
Trustee Services	6,176.23	2,333.33	3,842.90	7,000.00	88.23%
Management	15,583.32	15,583.33	(0.01)	46,750.00	33.33%
Engineering	832.51	3,333.33	(2,500.82)	10,000.00	8.33%
Disclosure	-	600.00	(600.00)	1,800.00	0.00%
Property Appraiser	-	833.33	(833.33)	2,500.00	0.00%
District Counsel	2,781.96	8,333.33	(5,551.37)	25,000.00	11.13%
Assessment Administration	7,500.00	2,500.00	5,000.00	7,500.00	100.00%
Reamortization Schedules	-	83.33	(83.33)	250.00	0.00%
Audit	-	1,333.33	(1,333.33)	4,000.00	0.00%
Arbitrage Calculation	-	300.00	(300.00)	900.00	0.00%
Travel and Per Diem	12.71	100.00	(87.29)	300.00	4.24%
Telephone	-	16.67	(16.67)	50.00	0.00%
Postage & Shipping	-	333.33	(333.33)	1,000.00	0.00%
Copies	-	666.67	(666.67)	2,000.00	0.00%
Legal Advertising	904.18	2,166.67	(1,262.49)	6,500.00	13.91%
Bank Fees	-	120.00	(120.00)	360.00	0.00%
Miscellaneous	3.47	3,166.65	(3,163.18)	9,500.00	0.04%
Meeting Room	-	266.67	(266.67)	800.00	0.00%
Office Supplies	-	90.00	(90.00)	270.00	0.00%
Web Site Maintenance	840.00	900.00	(60.00)	2,700.00	31.11%
Holiday Decorations	1,000.00	333.33	666.67	1,000.00	100.00%
Dues, Licenses, and Fees	175.00	58.33	116.67	175.00	100.00%
Total General & Administrative Expenses	\$ 40,457.38	\$ 49,006.63	\$ (8,549.25)	\$ 147,020.00	27.52%

Myrtle Creek Improvement District
 Budget to Actual
 For the Month Ending 01/31/2024

	Actual	Budget	Variance	FY 2024 Adopted Budget	Percentage Spent
Field Operations					
Electric Utility Services					
Electric	\$ 366.16	\$ 500.00	\$ (133.84)	\$ 1,500.00	24.41%
Entry Lighting	84.79	166.67	(81.88)	500.00	16.96%
Water-Sewer Combination Services					
Water Reclaimed	10,166.91	8,333.33	1,833.58	25,000.00	40.67%
Stormwater Control					
Aquatic Contract	1,300.00	1,300.00	-	3,900.00	33.33%
Lake/Pond Repair Reserve	-	1,666.67	(1,666.67)	5,000.00	0.00%
Other Physical Environment					
General Liability Insurance	4,636.00	1,666.67	2,969.33	5,000.00	92.72%
Property & Casualty Insurance	-	566.67	(566.67)	1,700.00	0.00%
Auto Insurance	-	33.33	(33.33)	100.00	0.00%
Irrigation Repairs	455.01	15,000.00	(14,544.99)	45,000.00	1.01%
Landscaping Maintenance & Material					
District Landscaping	50,944.20	87,859.04	(36,914.84)	263,577.12	19.33%
Gateway Road Landscaping	157.96	157.96	-	473.88	33.33%
Tree Trimming	9,100.00	13,333.33	(4,233.33)	40,000.00	22.75%
Flower & Plant Replacement	1,665.00	16,666.67	(15,001.67)	50,000.00	3.33%
Contingency	-	28,471.73	(28,471.73)	85,415.18	0.00%
Pest Control	-	936.67	(936.67)	2,810.00	0.00%
Hurricane Cleanup	-	16,666.67	(16,666.67)	50,000.00	0.00%
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	1,052.12	1,113.00	(60.88)	3,339.00	31.51%
IME - Irrigation Repairs	869.40	1,050.00	(180.60)	3,150.00	27.60%
IME - Landscaping	30,148.12	30,148.13	(0.01)	90,444.38	33.33%
IME - Lighting	141.54	420.00	(278.46)	1,260.00	11.23%
IME - Miscellaneous	-	2,100.00	(2,100.00)	6,300.00	0.00%
IME - Water Reclaimed	85.42	525.00	(439.58)	1,575.00	5.42%
IME - Landscape Improvements	5,156.55	4,200.00	956.55	12,600.00	40.93%
New Operational Field Expenses					
Trail Repair	-	5,000.00	(5,000.00)	15,000.00	0.00%
Road & Street Facilities					
Entry and Wall Maintenance	550.00	3,333.33	(2,783.33)	10,000.00	5.50%
Streetlights	3,236.12	5,000.00	(1,763.88)	15,000.00	21.57%
Parks & Recreation					
Personnel Leasing Agreement	12,000.04	12,000.00	0.04	36,000.00	33.33%
Reserves					
Infrastructure Capital Reserve	-	6,666.67	(6,666.67)	20,000.00	0.00%
Interchange Maintenance Reserve	-	786.67	(786.67)	2,360.00	0.00%
Total Field Operations Expenses	\$ 132,115.34	\$ 265,668.21	\$ (133,552.87)	\$ 797,004.56	16.58%

Myrtle Creek Improvement District
 Budget to Actual
 For the Month Ending 01/31/2024

	Actual	Budget	Variance	FY 2024 Adopted Budget	Percentage Spent
<u>Wellspring Blvd./Performance Drive Expense</u>					
Irrigation Repairs	\$ -	\$ 1,743.50	\$ (1,743.50)	\$ 5,230.50	0.00%
Landscaping	12,019.80	12,012.00	7.80	36,036.00	33.35%
Flower & Plant Replacement	-	3,333.33	(3,333.33)	10,000.00	0.00%
Lighting	134.88	3,494.50	(3,359.62)	10,483.50	1.29%
Miscellaneous	-	1,166.67	(1,166.67)	3,500.00	0.00%
Water Reclaimed	1,393.25	1,166.67	226.58	3,500.00	39.81%
Total Wellspring Blvd./Performance Drive Expenses	\$ 13,547.93	\$ 22,916.67	\$ (9,368.74)	\$ 68,750.00	19.71%
Total Expenses	\$ 186,120.65	\$ 337,591.51	\$ (151,470.86)	\$ 1,012,774.56	18.38%
Income (Loss) from Operations	\$ 261,735.89	\$ (233.33)	\$ 261,969.22	\$ (700.00)	
Other Income (Expense)					
Interest Income	\$ 2,068.29	\$ 233.33	\$ 1,834.96	\$ 700.00	295.47%
Total Other Income (Expense)	\$ 2,068.29	\$ 233.33	\$ 1,834.96	\$ 700.00	295.47%
Net Income (Loss)	\$ 263,804.18	\$ -	\$ 263,804.18	\$ -	

Myrtle Creek Improvement District

Budget to Actual

For the Month Ending 01/31/2024

	Oct-23	Nov-23	Dec-23	Jan-24	YTD Actual
Revenues					
On-Roll Assessments	\$ -	\$ 96,165.13	\$ 255,365.68	\$ 68,151.048	\$ 419,682.29
Carryforward Revenue	7,043.56	7,043.57	7,043.56	7,043.56	28,174.25
Net Revenues	\$ 7,043.56	\$ 103,208.70	\$ 262,409.24	\$ 75,195.04	\$ 447,856.54
General & Administrative Expenses					
Legislative					
Supervisor Fees	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
Financial & Administrative					
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	3,895.83	3,895.83	15,583.32
Engineering	-	125.00	-	707.51	832.51
Disclosure	-	-	-	-	-
Property Appraiser	-	-	-	-	-
District Counsel	-	277.50	823.50	1,680.96	2,781.096
Assessment Administration	-	-	7,500.00	-	7,500.00
Reamortization Schedules	-	-	-	-	-
Audit	-	-	-	-	-
Arbitrage Calculation	-	-	-	-	-
Travel and Per Diem	-	-	-	12.71	12.71
Telephone	-	-	-	-	-
Postage & Shipping	-	-	-	-	-
Copies	-	-	-	-	-
Legal Advertising	-	469.00	435.18	-	904.18
Bank Fees	-	-	-	-	-
Miscellaneous	-	1.16	1.15	1.16	3.47
Meeting Room	-	-	-	-	-
Office Supplies	-	-	-	-	-
Web Site Maintenance	-	270.00	135.00	435.00	840.00
Holiday Decorations	-	-	1,000.00	-	1,000.00
Dues, Licenses, and Fees	175.00	-	-	-	175.00
Total General & Administrative Expenses	\$ 14,295.06	\$ 5,038.49	\$ 14,390.66	\$ 6,733.17	\$ 40,457.38
Field Operations					
Electric Utility Services					
Electric	\$ -	\$ 120.99	\$ 122.34	\$ 122.83	\$ 366.16
Entry Lighting	-	28.06	28.18	28.55	84.79
Water-Sewer Combination Services					
Water Reclaimed	-	2,190.62	4,365.66	3,610.63	10,166.91
Stormwater Control					
Aquatic Contract	325.00	325.00	325.00	325.00	1,300.00
Lake/Pond Repair Reserve	-	-	-	-	-
Other Physical Environment					
General Liability Insurance	4,636.00	-	-	-	4,636.00
Property & Casualty Insurance	-	-	-	-	-
Auto Insurance	-	-	-	-	-
Irrigation	455.01	-	-	-	455.01
Landscaping Maintenance & Material					
District Landscaping	-	-	38,208.15	12,736.05	50,944.20
Gateway Road Landscaping	39.49	39.49	39.49	39.49	157.96

Myrtle Creek Improvement District

Budget to Actual

For the Month Ending 01/31/2024

	Oct-23	Nov-23	Dec-23	Jan-24	YTD Actual
Tree Trimming	-	-	-	9,100.00	9,100.00
Flower & Plant Replacement	-	-	216.00	1,450.00	1,665.00
Contingency	-	-	-	-	-
Pest Control	-	-	-	-	-
Hurricane Cleanup	-	-	-	-	-
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	263.03	263.03	263.03	263.03	1,052.10
IME - Irrigation	-	869.40	-	-	869.40
IME - Landscaping	-	15,074.06	7,537.03	7,537.03	30,148.10
IME - Lighting	-	48.51	46.88	46.15	141.54
IME - Miscellaneous	-	-	-	-	-
IME - Water Reclaimed	-	1.74	83.68	-	85.42
IME - Landscape Improvements	7,537.03	(2,380.48)	-	-	5,156.55
New Operational Field Expenses					
Trail Repair	-	-	-	-	-
Road & Street Facilities					
Entry and Wall Maintenance	-	-	550.00	-	550.00
Streetlights	-	1,073.06	1,073.06	1,090.00	3,236.12
Parks & Recreation					
Personnel Leasing Agreement	3,000.01	3,000.01	3,000.01	3,000.01	12,000.04
Contingency					
Infrastructure Capital Reserve	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-
Total Field Operations Expenses	\$ 16,255.57	\$ 20,653.49	\$ 55,857.51	\$ 39,348.77	\$ 132,105.34
Wellspring Blvd./Performance Drive Expenses					
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -
Landscaping	-	-	9,019.85	3,004.95	12,019.80
Flower & Plant Replacement	-	-	-	-	-
Lighting	-	44.88	44.88	45.10	134.88
Miscellaneous	-	-	-	-	-
Water Reclaimed	-	430.59	462.21	500.45	1,393.25
Total Wellspring Blvd./Performance Drive Expenses	\$ -	\$ 475.47	\$ 9,521.94	\$ 3,550.52	\$ 13,547.93
Total Expenses	\$ 30,550.63	\$ 26,167.45	\$ 79,770.10	\$ 49,632.46	\$ 186,120.65
Income (Loss) from Operations	\$ (23,507.07)	\$ 77,041.025	\$ 182,639.10	\$ 25,562.58	\$ 261,0735.89
Other Income (Expense)					
Interest Income	\$ 59.66	\$ 56.92	\$ 1,883.42	\$ 68.29	\$ 2,068.29
Total Other Income (Expense)	\$ 59.66	\$ 56.92	\$ 1,883.42	\$ 68.29	\$ 2,068.29
Net Income (Loss)	\$ (23,447.41)	\$ 77,098.10	\$ 184,522.55	\$ 25,630.87	\$ 263,804.18

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	-	-	605,083.42	(243,721.33)	1,435,791.17
1/1/2024	1,435,791.17	-	-	161,060.14	(450,743.46)	1,146,107.85
2/1/2024	1,146,107.85	-	-	-	(13,421.11)	1,132,686.74 as of 02/08/2024
Totals		2,247,886.80	(1,933,261.20)	993,394.88	(750,066.23)	