

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, June 18, 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 May 21, 2024, Board of Supervisors' Meeting**

Business Matters

2. **Discussion and Consideration of Extending Annual Renewal for Lake Nona Central – Boulevard and Roadways Landscape and Irrigation Maintenance Services Agreement with BrightView**
3. **Consideration of Trail Maintenance Proposals**
4. **Ratification of Operation and Maintenance Expenditures Paid in May 2024 in an amount totaling \$37,507.83**
5. **Recommendation of Work Authorization/Proposed Services (if applicable)**
6. **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 May 21, 2024,
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, May 21, 2024, at 5:00 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827.

Present:

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

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	(via phone @ 5:01 p.m.)
Amanda Lane	PFM	(via phone)
Jeffrey Newton	Donald W. McIntosh Associates	
Tucker Mackie	Kutak Rock	
Dan Young	Tavistock	
Samantha Sharenow	Berman	(via phone until 5:31 p.m.)
Katie Harmer	Berman	(via phone)
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
April 16, 2024, Board of Supervisors'
Meeting**

The Board reviewed the minutes of the April 16, 2024, Board of Supervisors' Meeting.

On motion by Mr. Shenai, seconded by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Minutes of the April 16, 2024, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Letter from Supervisor of Elections –
Orange County**

Ms. Walden explained the District is required to state the number of registered voters on the record. As of April 15, 2024, there are 2,412 registered voters for the Myrtle Creek Improvement District.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2024-05,
Adopting an Amended Records
Retention Policy**

Ms. Mackie explained that, with the maturity of this District, there is a significant amount of paper records at the District Manager’s office, as well as some at the District Engineer’s office. She stated since the establishment of the District, the adopted policy was to keep all records indefinitely. She explained that District staff’s recommendation is that the Board considers adopting an amended Record Retention Policy that would allow the District to dispose of certain records in compliance with the Division of Library Services Records Retention Schedule for local governments. This will allow changes to the schedule as the goal is to reduce the amount of paper documents that the District is storing.

Discussion ensued regarding the type of documents that are currently stored, the quantity of paper documents on hand, and potential costs.

On motion by Ms. Leed, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved Resolution 2024-05, Adopting an Amended Records Retention Policy.

SIXTH ORDER OF BUSINESS

**Consideration of Prequalified
Contractors Extension**

Mr. Newton stated in 2021 the District prequalified general contractors for the District’s infrastructure projects. The initial prequalification period was good for two years with an optional two-year extension. In August 2023, the Board agreed to extend the prequalification by one year, leaving one year of available extension. Mr. Newton explained that this item was discussed at the Construction Committee meeting, and the recommendation is that the Board extends the prequalifications for one more year.

Discussion ensued regarding infrastructure project needs and process for obtaining proposals.

On motion by Mr. Scholl, seconded by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved a one-year extension for the Prequalified Contractors.

SEVENTH ORDER OF BUSINESS

**Consideration of Trail Maintenance
Proposals**

Ms. Walden explained that the proposal for work is on page 110. Ms. Harmer stated this proposal is for pressure washing of the trails, correcting the ADA pavers, and installing the no motor vehicles signage along the trail. A proposal regarding fixing the asphalt is still being acquired and will be presented at the next meeting.

Discussion ensued regarding the responsibility for the ADA pavers and the no motorized vehicles signs. The Board decided to table the signs and that, while the responsibility may not fall to the District for the ADA pavers, they want to move forward with fixing them to keep a consistent look and to ensure it is finalized in a timely manner.

On motion by Mr. Scholl, seconded by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Berman Trail Maintenance Proposal for pressure washing of the trails and repair of the ADA pavers in the amount of \$4,682.00.

Mr. Shenai asked for a time frame of completion for these items. Ms. Sharenow stated the time frame is about two weeks for completion.

EIGHTH ORDER OF BUSINESS

Review and Acceptance of Arbitrage Rebate Reports for the Series 2016A Bonds

Ms. Walden stated the Board previously discussed switching from a five-year report to an annual report. The vendor completed the report for two years, and the first one is included for September 2021 through September 2022, which states there is no arbitrage liability incurred. The second report was for September 2022 through September 2023, and the report states there was an arbitrage liability of \$7,006.36 incurred. However, the liability was offset by the arbitrage credits earned during the previous year, so there is no arbitrage due. Ms. Walden noted there is no need to file with the IRS.

On motion by Mr. Scholl, seconded by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District accepted the Arbitrage Rebate Reports for the Series 2016A Bonds.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2024-04, Approving a Preliminary Budget for Fiscal Year 2025 and Setting a Public Hearing Date

Ms. Walden stated District staff is recommending keeping the assessments the same, and the District will still utilize a carry forward. District staff is recommending the public hearing on the budget be held on August 20, 2024, at 5:00 p.m. at this location.

On motion by Mr. Shenai, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved Resolution 2024-04, Approving a Preliminary Budget for Fiscal Year 2025 and Setting a Public Hearing Date for August 20, 2024, at 5:00 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827.

TENTH ORDER OF BUSINESS

Review and Acceptance of Fiscal Year 2023 Audit

Ms. Walden stated District staff, as well as the Chair, has reviewed the Fiscal Year 2023 audit. There were comments provided, and they are included in the version the Board is seeing today. Ms. Walden noted this was a clean audit, and there were no deficiencies in internal controls that would be considered material weaknesses.

On motion by Mr. Lynaugh, seconded by Ms. Leed, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District accepted the Fiscal Year 2023 Audit.

ELEVENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in April 2024 in an amount totaling \$42,101.88

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

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 April 2024 in an amount totaling \$42,101.88.

TWELFTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Ms. Walden stated there is one Work Authorization from Donald W. McIntosh Associates for the Public Facilities report in the amount of \$9,500.00. Ms. Walden explained this is a statutory requirement that needs to be completed by the end of this year and the cost is already included in the 2025 budget.

On motion by Ms. Leed, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Work Authorization for Donald W. McIntosh Associates for the Public Facilities report in the amount of \$9,500.00.

THIRTEENTH ORDER OF BUSINESS

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

Ms. Walden stated the financials are updated through the end of April. The District has expenses of just over \$313,000.00 versus a little over \$1,000,000.00 budget. This equates to roughly 31% of the budget being spent so far.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel –

Ms. Mackie asked the Board if they are comfortable with the online Form 1 filing and to reach out with any questions.

District Manager –

Ms. Walden stated the next Board meeting is scheduled for June 18, 2024. Ms. Walden explained there is a form regarding designations for public records included at the back of the agenda. It notes that Ms. Jennifer Walden is designated the custodian of public records for the District and the District's Records Management Liaison Officer.

District Engineer – No report.

Construction Supervisor – No report.

Landscape Supervisor – No report.

Irrigation Supervisor – No report.

FIFTEENTH ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor requests.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On motion by Mr. Shenai, seconded by Mr. Scholl, with all in favor, the May 21, 2024, Meeting of the Board of Supervisors for the Myrtle Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

MYRTLE CREEK IMPROVEMENT DISTRICT

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

MYRTLE CREEK IMPROVEMENT DISTRICT

Trail Maintenance Proposals



WORK AUTHORIZATION FOR MAINTENANCE SERVICES

This Work Authorization (the “**Work Authorization**”), dated June 12, 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 Creel 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 replacement 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

Witness

Nicholas Debase

By: Nicholas Debase - Berman Operations Manager
Its: _____

Exhibit A: Proposal/Scope of Services

Proposal: Myrtle Creek CDD Board

Proposal Date: June 11, 2024

Project Name: Walking Path Asphalt Replacement

Client Contact: Myrtle Creek CDD Board

Work Order #: 63354

Project Scope

The below includes a full proposal to replace the walking path throughout the MCID – this is for the asphalt being redone as it relates to those items noted in the initial inspections. Standard conditions are noted in photos on page 3 for additional reference.

Total Asphalt Replacement

The area under consideration for milling comprises of approximately 198,840 square feet at an average depth of 1.25 inch(es)

Repair scope includes:

1. All surfaces to be paved will be cleaned of all loose materials, dirt etc.
2. Apply a DOT approved tack coat to promote adhesion between existing asphalt base and the new pavement surface we are installing.
3. New Pavement Installation: Apply SP 9.5 hot mix asphalt compacted to an average of 1.5 inch(es).
4. Compaction: Rolling and compaction of asphalt using 3-5 ton Vibratory Roller
5. Compaction: Rolling of entire new asphalt pavement with Rubber Tire Traffic Roller.
6. Barricading: All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.

Payment Terms

Total project cost: **\$451,994.00**

40% Deposit will be due prior to beginning the work.

Remaining balance is due within 30 day of the project's completion.

Proposal:

Walking Path Asphalt Replacement

Additional Notes

Please contact our office upon receipt and approval of this contract, and any questions you might have. 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.

Thank You

We appreciate your business and look forward to our continued partnership. Please don't hesitate to reach out with any questions.

Approvals

Myrtle Creek CDD

By: CDD Board Members

Berman

By: Nicholas Debase, Operations Manager

About Berman

Berman is a national full-service property management, security and facility services company based in Lake Nona, Florida. Our team is highly skilled in providing dependable, professional and cost-effective solutions across facility, janitorial, on-demand repairs, maintenance staffing, security and all other ancillary facility services to help you run your facility as smoothly as possible.

We pride ourselves on being a single point for all facility and property needs. Quality and integrity are at the heart of what we do.

We are a tech-forward team, serving our clients with swift and diligent work, to ensure our client properties are well taken care of. We embrace problems quickly and tackle solutions intelligently in a unique, customized manner for each clients' needs.

Our Services

- ✓ **Property & Facility Management**
- ✓ **Property Maintenance**
- ✓ **24/7 Emergency Repairs**
- ✓ **General Construction**
- ✓ **Janitorial Services**
- ✓ **Security**
- ✓ **Pressure Washing**
- ✓ **Landscaping**
- ✓ **Disaster Response**

IMAGE 1

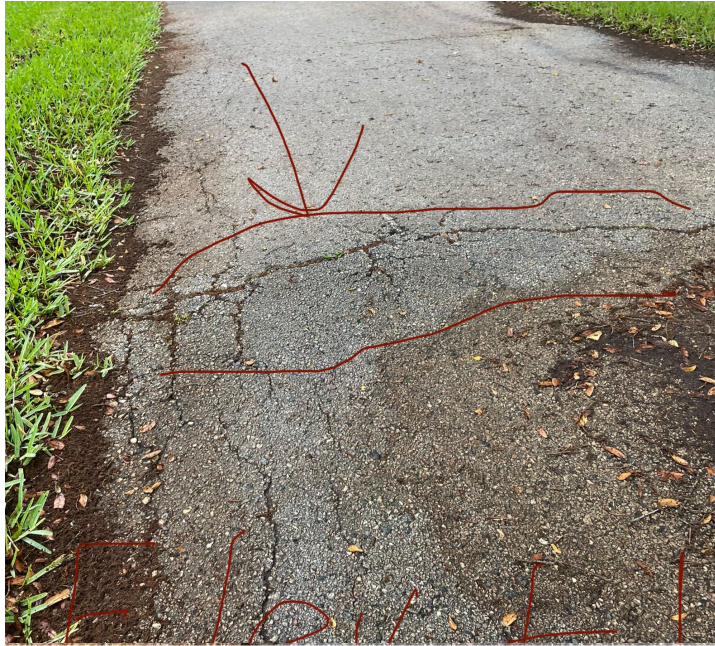


IMAGE 2



IMAGE 3



IMAGE 4



MYRTLE CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures
Paid in May 2024 in an amount totaling \$37,507.83**

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 May 1, 2024 through May 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$37,507.83**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

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

Check Dates: 5/1/2024 to 5/31/2024

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: OM1471 - CITY NATIONAL BANK					001-101-0000-00-01
82	05/09/24	M	AWC	Aquatic Weed Control, Inc.	\$325.00
83	05/09/24	M	BTEGF	Berger, Toombs, Elam, Gaines &	\$3,765.00
84	05/09/24	M	KUTAK	Kutak Rock	\$125.00
85	05/09/24	M	ORLSEN	Orlando Sentinel	\$219.50
86	05/09/24	M	TRUSTE	US Bank as Trustee for Myrtle	\$26,974.65
87	05/23/24	P	BERMAN	Berman Construction	\$3,000.01
88	05/23/24	P	BVLS	BrightView Landscape Services	\$15,741.00
BANK OM1471 REGISTER TOTAL:					\$50,150.16
BANK ID: OM-ACH - CITY NATIONAL BANK - ACH & WIRES					001-101-0000-00-01
0004	05/21/24	M	OUC	Orlando Utilities Commission	\$6,404.49
BANK OM-ACH REGISTER TOTAL:					\$6,404.49
GRAND TOTAL :					\$56,554.65

23,175.51	Checks 4482-4485, 4487-4488
26,974.65	Check 4486 - Debt Service
7,927.83	PA 626 - Apr. ICM due to Boggy Creek
6,404.49	PA 627 - OUC paid online
64,482.48	Total cash spent
37,507.83	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 #625

4/26/2024

Item No.	Payee	Invoice Number	General Fund
1	Berger, Toombs, Elam, Gaines & Frank FY 2023 Audit	367393	\$ 3,765.00
2	Kutak Rock General Counsel Through 03/31/2024	3381390	\$ 125.00
3	Orlando Sentinel Legal Advertising on 04/08/2024 (Ad: 7608637)	OSC91313576	\$ 219.50
TOTAL			\$ 4,109.50


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 8:47 am, May 08, 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: 2024.04.26
13:59:48-0400

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #626

5/3/2024

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control May Waterway Service	96195	\$ 325.00
2	Berman Construction May Administrator & Irrigation Specialist	44914	\$ 3,000.01
3	Boggy Creek Improvement District April ICM Expenses	ICM2024-07	\$ 7,927.83
4	Brightview Landscape Services May Section 1 & 2 Landscaping	8879161	\$ 15,741.00
		TOTAL	\$ 26,993.84


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 8:47 am, May 08, 2024

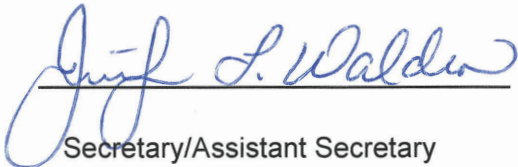
Daniel J. Young
Digitally signed by Daniel J. Young
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Date: 2024.05.08 08:03:23-0400

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #627

5/10/2024

Item No.	Payee	Invoice Number	General Fund
1	OUC Utility Service 04/02/2024 - 05/02/2024	Acct: 4782400001	\$ 6,404.49
TOTAL			\$ 6,404.49


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, May 16, 2024


Digitally signed by Daniel J. Young
DN: cn=Daniel J. Young, email=daniel.young@floridastack.com, o=Floridastack Development, ou=Chattahoochee, c=US
Date: 2024.05.16 10:30:00 -04'

MYRTLE CREEK IMPROVEMENT DISTRICT

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

BrightView Tree Care Services

Branch Office #49360
701 Codisco Way
Sanford, Florida 32771
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
7052nd 7076 Tavistock Lakes Blvd
Orlando, 32827

Tree Care Service Billing Address

Kelly Willson
, Florida 32832
Kelly Willson
Kelly.Willson@community-mgmt.com

Proposed Tree Care Services

Species	Qty	Objective	Price
Sabal Palm	1	Removal and Flush Cut - Above Ground portion removal and flush cut. Removal of all debris	-
Total			\$500

Myrtle Creek Improvement



Legend (1)

■ Sabal Palm (1)

Myrtle Creek Improvement

Removal of dead Sabal Palm

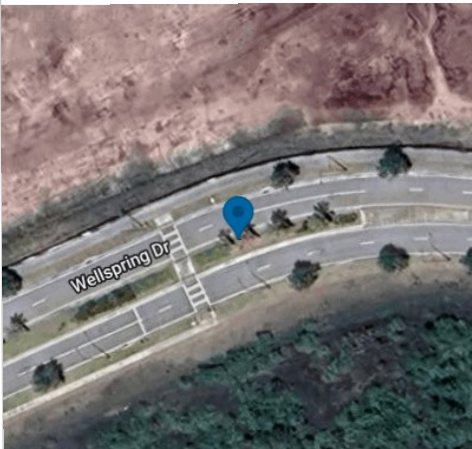


February 20, 2024

Sabal Palm

ID# 335

Sabal Palm



Google Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey

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

BrightView Tree Care Services

Terms & Conditions

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
- 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.
- 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.
- 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.
- 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.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 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.
- 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.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
- 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.
- 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.
- 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

February 21, 2024

Printed Name

Date

BrightView Tree Care Services

Johnathan Giaquinta

February 21, 2024

Signature

Date

Johnathan Giaquinta

February 21, 2024

Printed Name

Date

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

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BrightView Tree Care Services

Branch Office #49360
701 Codisco Way
Sanford , Florida 32771
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
70527076 Tavistock Lakes Blvd
Orlando, 32827

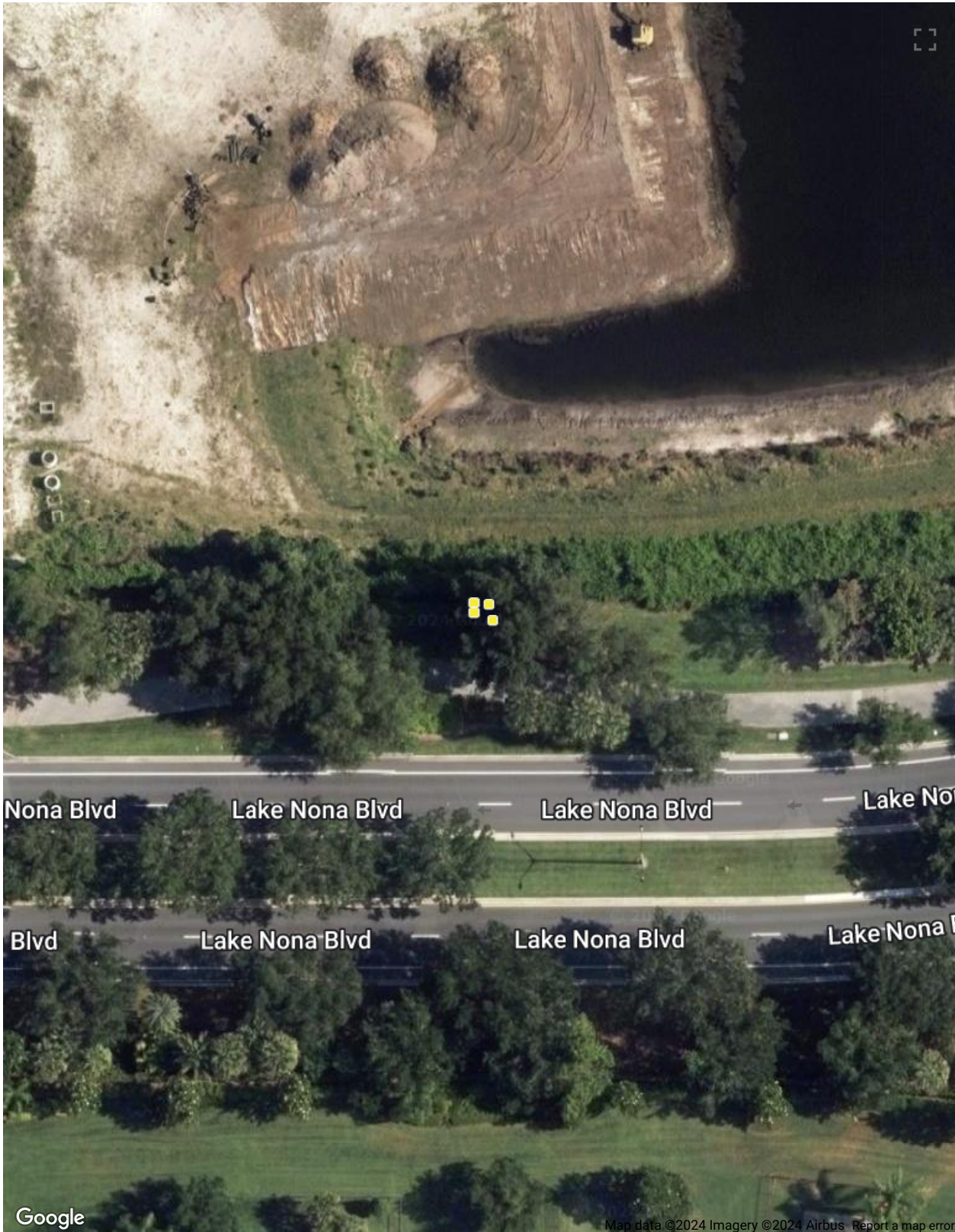
Tree Care Service Billing Address

Charles Barker
, Florida 32832
Charles Barker
Charles.Barker@brightview.com

Proposed Tree Care Services

Species	DBH	Qty	Objective	Price
 Slash Pine <i>Pinus elliottii</i>	7"-12"	4	Removal and Flush Cut - Above Ground portion removal and flush cut. Removal of all debris, Cut trunk to lowest height possible just above ground without removal of ground soil..	-
Total				\$2,850

Myrtle Creek Improvement



Legend (4)

■ Slash Pine (4)

Myrtle Creek Improvement

Pine Tree Removals



May 23, 2024

Pinus elliottii ID# 1061
Slash Pine DBH: 7"-12"
Health: 0% - Dead



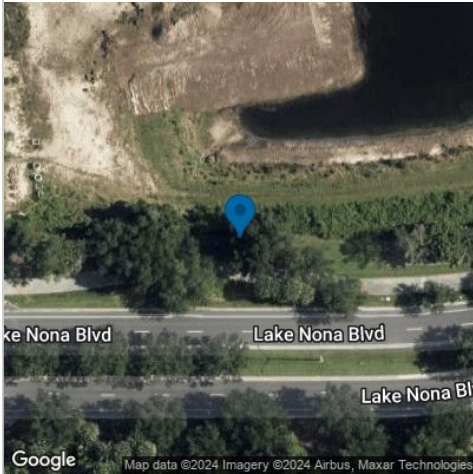
May 23, 2024

Pinus elliottii ID# 1062
Slash Pine DBH: 7"-12"
Health: 0% - Dead

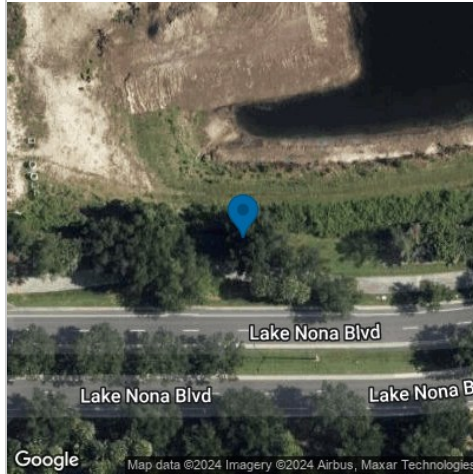


May 23, 2024

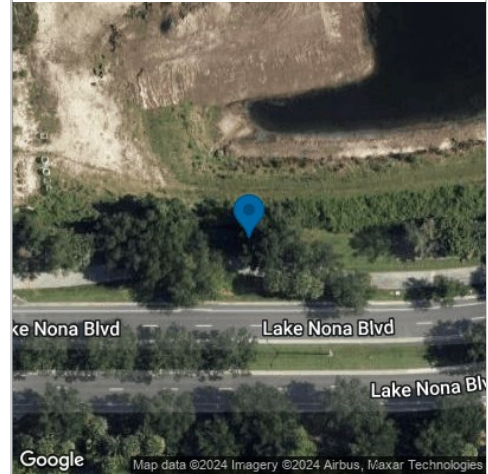
Pinus elliottii ID# 1063
Slash Pine DBH: 7"-12"
Health: 0% - Dead



Removal and Flush Cut - Above Ground
portion removal and flush cut. Removal of all
debris, Cut trunk to lowest height possible just
above ground without removal of ground soil..



Removal and Flush Cut - Above Ground
portion removal and flush cut. Removal of all
debris, Cut trunk to lowest height possible just
above ground without removal of ground soil..



Removal and Flush Cut - Above Ground
portion removal and flush cut. Removal of all
debris, Cut trunk to lowest height possible just
above ground without removal of ground soil..

Myrtle Creek Improvement

Pine Tree Removals



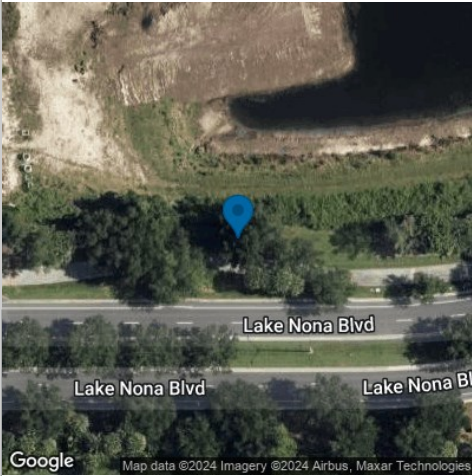
May 23, 2024

Pinus elliottii
Slash Pine

ID# 1064

DBH: 7"-12"

Health: 0% - Dead



Removal and Flush Cut - Above Ground
portion removal and flush cut. Removal of all
debris, Cut trunk to lowest height possible just
above ground without removal of ground soil..

BrightView Tree Care Services

Terms & Conditions

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
- 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.
- 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.
- 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.
- 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.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 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.
- 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.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
- 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.
- 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.
- 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 is intended to reduce 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.

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Customer

Signature

May 23, 2024

Printed Name

Date

BrightView Tree Care Services

Johnathan Giaquinta

May 23, 2024

Signature

Date

Johnathan Giaquinta

May 23, 2024

Printed Name

Date

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

MYRTLE CREEK IMPROVEMENT DISTRICT

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

Myrtle Creek Improvement District
Statement of Financial Position
As of 5/31/2024

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$1,590,787.75				\$1,590,787.75
Money Market Account	68,977.62				68,977.62
State Board of Administration	4,391.49				4,391.49
Pond Reserve	10,000.00				10,000.00
Assessments Receivable	59,565.80				59,565.80
Deposits	4,300.00				4,300.00
General Reserve	261,277.84				261,277.84
Assessments Receivable		\$81,145.28			81,145.28
Due From Other Funds		153,387.52			153,387.52
Debt Service Reserve		322,319.28			322,319.28
Revenue		71,692.01			71,692.01
Prepayment		2,181.26			2,181.26
Accounts Receivable - Due from Developer			\$47.65		47.65
Acquisition/Construction			37,003.12		37,003.12
Total Current Assets	\$1,999,300.50	\$630,725.35	\$37,050.77	\$0.00	\$2,667,076.62
 <u>Investments</u>					
Amount Available in Debt Service Funds				\$396,192.55	\$396,192.55
Amount To Be Provided				13,113,807.45	13,113,807.45
Total Investments	\$0.00	\$0.00	\$0.00	\$13,510,000.00	\$13,510,000.00
 Total Assets	 \$1,999,300.50	 \$630,725.35	 \$37,050.77	 \$13,510,000.00	 \$16,177,076.62

Myrtle Creek Improvement District
Statement of Financial Position
As of 5/31/2024

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$161,551.54				\$161,551.54
Due To Other Governmental Units	8,256.51				8,256.51
Deferred Revenue	59,565.80				59,565.80
Deferred Revenue		\$81,145.28			81,145.28
Accounts Payable			\$47.65		47.65
Deferred Revenue			47.65		47.65
Total Current Liabilities	\$229,373.85	\$81,145.28	\$95.30	\$0.00	\$310,614.43
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$13,510,000.00	\$13,510,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$13,510,000.00	\$13,510,000.00
Total Liabilities	\$229,373.85	\$81,145.28	\$95.30	\$13,510,000.00	\$13,820,614.43
<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	531,991.98				531,991.98
Net Assets, Unrestricted		\$630,722.89			630,722.89
Current Year Net Assets, Unrestricted		(81,142.82)			(81,142.82)
Net Assets, Unrestricted			(\$417,951.06)		(417,951.06)
Net Assets, Unrestricted			453,904.47		453,904.47
Current Year Net Assets, Unrestricted			1,002.06		1,002.06
Total Net Assets	\$1,769,926.65	\$549,580.07	\$36,955.47	\$0.00	\$2,356,462.19
Total Liabilities and Net Assets	\$1,999,300.50	\$630,725.35	\$37,050.77	\$13,510,000.00	\$16,177,076.62

Myrtle Creek Improvement District
Statement of Activities
As of 5/31/2024

	<u>General Fund</u>	<u>Debt Service</u>	<u>Capital Projects Fund</u>	<u>General Long-Term Debt</u>	<u>Total</u>
<u>Revenues</u>					
On-Roll Assessments	\$866,493.63				\$866,493.63
Other Income & Other Financing Sources	12.00				12.00
On-Roll Assessments		\$1,180,406.83			1,180,406.83
Developer Contributions			\$249.46		249.46
Total Revenues	\$866,505.63	\$1,180,406.83	\$249.46	\$0.00	\$2,047,161.92
<u>Expenses</u>					
Supervisor Fees	\$3,200.00				\$3,200.00
Public Officials' Liability Insurance	4,048.00				4,048.00
Trustee Services	6,176.23				6,176.23
Management	31,166.64				31,166.64
Engineering	2,561.14				2,561.14
Property Appraiser	2,986.11				2,986.11
District Counsel	6,469.54				6,469.54
Assessment Administration	7,500.00				7,500.00
Audit	3,765.00				3,765.00
Arbitrage Calculation	700.00				700.00
Travel and Per Diem	40.23				40.23
Postage & Shipping	28.69				28.69
Legal Advertising	1,343.18				1,343.18
Bank Fees	12.00				12.00
Miscellaneous	8.09				8.09
Web Site Maintenance	1,680.00				1,680.00
Holiday Decorations	1,000.00				1,000.00
Dues, Licenses, and Fees	175.00				175.00
Electric	1,169.79				1,169.79
Entry Lighting	195.35				195.35
Water Reclaimed	24,745.62				24,745.62
Aquatic Contract	2,600.00				2,600.00
General Liability Insurance	4,636.00				4,636.00
Irrigation	3,096.35				3,096.35
Landscaping Maintenance & Material	126,243.92				126,243.92
Tree Trimming	9,100.00				9,100.00
Flower & Plant Replacement	6,409.39				6,409.39
Contingency	300.00				300.00

Myrtle Creek Improvement District
Statement of Activities
As of 5/31/2024

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
IME - Aquatics Maintenance	2,104.24				2,104.24
IME - Irrigation	2,289.99				2,289.99
IME - Landscaping	60,296.24				60,296.24
IME - Lighting	297.35				297.35
IME - Miscellaneous	96.08				96.08
IME - Water Reclaimed	330.84				330.84
Pest Control	1,255.00				1,255.00
Entry and Wall Maintenance	550.00				550.00
IME - Landscape Improvements	5,156.55				5,156.55
Streetlights	7,596.12				7,596.12
Personnel Leasing Agreement	24,000.08				24,000.08
Principal Payments		\$820,000.00			820,000.00
Interest Payments		464,400.00			464,400.00
Legal Advertising			\$297.11		297.11
Total Expenses	<u>\$355,328.76</u>	<u>\$1,284,400.00</u>	<u>\$297.11</u>	<u>\$0.00</u>	<u>\$1,640,025.87</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$20,815.11				\$20,815.11
Dividends Income		\$22,850.35			22,850.35
Dividends Income			\$1,049.71		1,049.71
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$20,815.11</u>	<u>\$22,850.35</u>	<u>\$1,049.71</u>	<u>\$0.00</u>	<u>\$44,715.17</u>
Change In Net Assets	\$531,991.98	(\$81,142.82)	\$1,002.06	\$0.00	\$451,851.22
Net Assets At Beginning Of Year	<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>
Net Assets At End Of Year	<u><u>\$1,769,926.65</u></u>	<u><u>\$549,580.07</u></u>	<u><u>\$36,955.47</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,356,462.19</u></u>

Myrtle Creek Improvement District
Budget to Actual
For the Month Ending 5/31/2024

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	YTD Actual
Revenues									
On-Roll Assessments	\$ -	\$ 96,165.13	\$ 255,365.68	\$ 68,151.48	\$ 250,688.51	\$ 63,725.53	\$ 19,801.11	\$ 112,596.19	\$ 866,493.63
Other Income & Other Financing Sources	-	-	-	-	-	-	12.00	-	12.00
Carryforward Revenue	7,043.56	7,043.57	7,043.56	7,043.56	7,043.56	7,043.57	7,043.56	7,043.56	56,348.50
Net Revenues	\$ 7,043.56	\$ 103,208.70	\$ 262,409.24	\$ 75,195.04	\$ 257,732.07	\$ 70,769.10	\$ 26,856.67	\$ 119,639.75	\$ 922,854.13
General & Administrative Expenses									
Legislative									
Supervisor Fees	\$ -	\$ -	\$ 600.00	\$ -	\$ 800.00	\$ -	\$ 1,000.00	\$ 800.00	\$ 3,200.00
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	3,895.83	3,895.83	3,895.83	3,895.83	31,166.64
Engineering	-	125.00	-	707.51	-	687.50	-	1,041.13	2,561.14
Disclosure	-	-	-	-	-	-	-	-	-
Property Appraiser	-	-	-	-	2,986.11	-	-	-	2,986.11
District Counsel	-	277.50	823.50	1,680.96	-	507.00	1,822.58	1,358.00	6,469.54
Assessment Administration	-	-	7,500.00	-	-	-	-	-	7,500.00
Reamortization Schedules	-	-	-	-	-	-	-	-	-
Audit	-	-	-	-	-	-	3,765.00	-	3,765.00
Arbitrage Calculation	-	-	-	-	-	-	-	700.00	700.00
Travel and Per Diem	-	-	-	12.71	-	12.96	-	14.56	40.23
Telephone	-	-	-	-	-	-	-	-	-
Postage & Shipping	-	-	-	-	-	-	28.69	-	28.69
Copies	-	-	-	-	-	-	-	-	-
Legal Advertising	-	469.00	435.18	-	-	-	219.50	219.50	1,343.18
Bank Fees	-	-	-	-	-	12.00	-	-	12.00
Miscellaneous	-	1.16	1.15	1.16	1.15	1.15	1.16	1.16	8.09
Meeting Room	-	-	-	-	-	-	-	-	-
Office Supplies	-	-	-	-	-	-	-	-	-
Web Site Maintenance	-	270.00	135.00	435.00	-	270.00	435.00	135.00	1,680.00
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	\$ 7,683.09	\$ 5,386.44	\$ 11,167.76	\$ 8,165.18	\$ 72,859.85
Field Operations									
Electric Utility Services									
Electric	\$ -	\$ 120.99	\$ 122.34	\$ 122.83	\$ 122.09	\$ 121.48	\$ 122.83	\$ 122.47	\$ 855.03
Entry Lighting	-	28.06	28.18	28.55	27.58	27.45	27.95	27.58	195.35
Water-Sewer Combination Services									
Water Reclaimed	-	2,190.62	4,365.66	3,610.63	2,886.11	2,480.52	2,313.00	4,807.52	22,654.06
Stormwater Control									
Aquatic Contract	325.00	325.00	325.00	325.00	325.00	325.00	325.00	325.00	2,600.00
Lake/Pond Repair Reserve	-	-	-	-	-	-	-	-	-
Other Physical Environment									
General Liability Insurance	4,636.00	-	-	-	-	-	-	-	4,636.00
Property & Casualty Insurance	-	-	-	-	-	-	-	-	-
Auto Insurance	-	-	-	-	-	-	-	-	-
Irrigation	455.01	-	-	-	-	-	2,641.34	-	3,096.35

Myrtle Creek Improvement District
Budget to Actual
For the Month Ending 5/31/2024

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	YTD Actual
Landscaping Maintenance & Material									
District Landscaping	-	-	38,208.15	12,736.05	12,736.05	12,736.05	12,736.05	12,736.05	101,888.40
Gateway Road Landscaping	39.49	39.49	39.49	39.49	39.49	39.49	39.49	39.49	315.92
Tree Trimming	-	-	-	9,100.00	-	-	-	-	9,100.00
Flower & Plant Replacement	-	-	215.00	1,450.00	4,744.39	-	-	-	6,409.39
Contingency	-	-	-	-	-	-	300.00	-	300.00
Pest Control	-	-	-	-	-	1,255.00	-	-	1,255.00
Hurricane Cleanup	-	-	-	-	-	-	-	-	-
Interchange Maintenance Expenses									
IME - Aquatics Maintenance	263.03	263.03	263.03	263.03	263.03	263.03	263.03	263.03	2,104.24
IME - Irrigation	-	869.40	-	-	430.61	657.65	-	332.33	2,289.99
IME - Landscaping	-	15,074.06	7,537.03	7,537.03	7,537.03	7,537.03	7,537.03	7,537.03	60,296.24
IME - Lighting	-	48.51	46.88	46.15	44.83	40.91	36.30	33.77	297.35
IME - Miscellaneous	-	-	-	-	-	96.08	-	-	96.08
IME - Water Reclaimed	-	1.74	83.68	-	74.55	68.03	51.98	50.86	330.84
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	1,090.00	1,090.00	1,090.00	1,090.00	7,596.12
Parks & Recreation									
Personnel Leasing Agreement	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	24,000.08
Contingency									
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-	-
Total Field Operations Expenses	\$ 16,255.57	\$ 20,653.49	\$ 55,857.51	\$ 39,348.77	\$ 33,320.77	\$ 29,737.73	\$ 30,484.01	\$ 30,365.14	\$ 256,022.99
Wellspring Blvd./Performance Drive Expenses									
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscaping	-	-	9,014.85	3,004.95	3,004.95	3,004.95	3,004.95	3,004.95	24,039.60
Flower & Plant Replacement	-	-	-	-	-	-	-	-	-
Lighting	-	44.88	44.88	45.12	44.88	44.88	45.12	45.00	314.76
Miscellaneous	-	-	-	-	-	-	-	-	-
Water Reclaimed	-	430.59	462.21	500.45	387.55	-	-	310.76	2,091.56
Total Wellspring Blvd./Performance Drive Expenses	\$ -	\$ 475.47	\$ 9,521.94	\$ 3,550.52	\$ 3,437.38	\$ 3,049.83	\$ 3,050.07	\$ 3,360.71	\$ 26,445.92
Total Expenses	\$ 30,550.63	\$ 26,167.45	\$ 79,770.11	\$ 49,632.46	\$ 44,441.24	\$ 38,174.00	\$ 44,701.84	\$ 41,891.03	\$ 355,328.76
Income (Loss) from Operations	\$ (23,507.07)	\$ 77,041.25	\$ 182,639.13	\$ 25,562.58	\$ 213,290.83	\$ 32,595.10	\$ (17,845.17)	\$ 77,748.72	\$ 567,525.37
Other Income (Expense)									
Interest Income	\$ 59.66	\$ 56.92	\$ 1,883.42	\$ 68.29	\$ 60.80	\$ 18,553.44	\$ 66.27	\$ 66.31	\$ 20,815.11
Total Other Income (Expense)	\$ 59.66	\$ 56.92	\$ 1,883.42	\$ 68.29	\$ 60.80	\$ 18,553.44	\$ 66.27	\$ 66.31	\$ 20,815.11
Net Income (Loss)	\$ (23,447.41)	\$ 77,098.17	\$ 184,522.55	\$ 25,630.87	\$ 213,351.63	\$ 51,148.54	\$ (17,778.90)	\$ 77,815.03	\$ 588,340.48

Myrtle Creek Improvement District
 Budget to Actual
 For the Month Ending 5/31/2024

	Actual	Budget	Variance	FY 2024 Adopted Budget	Percentage Spent
Revenues					
On-Roll Assessments	\$ 866,493.63	\$ 618,367.87	\$ 248,125.76	\$ 927,551.80	93.42%
Other Income & Other Financing Sources	12.00	-	12.00	-	
Carryforward Revenue	56,348.50	56,348.50	-	84,522.75	66.67%
Net Revenues	\$ 922,854.13	\$ 674,716.37	\$ 248,137.76	\$ 1,012,074.55	91.18%
General & Administrative Expenses					
Legislative					
Supervisor Fees	\$ 3,200.00	\$ 8,000.00	\$ (4,800.00)	\$ 12,000.00	26.67%
Financial & Administrative					
Public Officials' Liability Insurance	4,048.00	3,110.00	938.00	4,665.00	86.77%
Trustee Services	6,176.23	4,666.67	1,509.56	7,000.00	88.23%
Management	31,166.64	31,166.67	(0.03)	46,750.00	66.67%
Engineering	2,561.14	6,666.67	(4,105.53)	10,000.00	25.61%
Disclosure	-	1,200.00	(1,200.00)	1,800.00	0.00%
Property Appraiser	2,986.11	1,666.67	1,319.44	2,500.00	119.44%
District Counsel	6,469.54	16,666.67	(10,197.13)	25,000.00	25.88%
Assessment Administration	7,500.00	5,000.00	2,500.00	7,500.00	100.00%
Reamortization Schedules	-	166.67	(166.67)	250.00	0.00%
Audit	3,765.00	2,666.67	1,098.33	4,000.00	94.13%
Arbitrage Calculation	700.00	600.00	100.00	900.00	77.78%
Travel and Per Diem	40.23	200.00	(159.77)	300.00	13.41%
Telephone	-	33.33	(33.33)	50.00	0.00%
Postage & Shipping	28.69	666.67	(637.98)	1,000.00	2.87%
Copies	-	1,333.33	(1,333.33)	2,000.00	0.00%
Legal Advertising	1,343.18	4,333.33	(2,990.15)	6,500.00	20.66%
Bank Fees	12.00	240.00	(228.00)	360.00	3.33%
Miscellaneous	8.09	6,333.33	(6,325.24)	9,500.00	0.09%
Meeting Room	-	533.34	(533.34)	800.00	0.00%
Office Supplies	-	180.00	(180.00)	270.00	0.00%
Web Site Maintenance	1,680.00	1,800.00	(120.00)	2,700.00	62.22%
Holiday Decorations	1,000.00	666.67	333.33	1,000.00	100.00%
Dues, Licenses, and Fees	175.00	116.67	58.33	175.00	100.00%
Total General & Administrative Expenses	\$ 72,859.85	\$ 98,013.36	\$ (25,153.51)	\$ 147,020.00	49.56%

Myrtle Creek Improvement District
 Budget to Actual
 For the Month Ending 5/31/2024

	Actual	Budget	Variance	FY 2024 Adopted Budget	Percentage Spent
Field Operations					
Electric Utility Services					
Electric	\$ 855.03	\$ 1,000.00	\$ (144.97)	\$ 1,500.00	57.00%
Entry Lighting	195.35	333.33	(137.98)	500.00	39.07%
Water-Sewer Combination Services					
Water Reclaimed	22,654.06	16,666.67	5,987.39	25,000.00	90.62%
Stormwater Control					
Aquatic Contract	2,600.00	2,600.00	-	3,900.00	66.67%
Lake/Pond Repair Reserve	-	3,333.33	(3,333.33)	5,000.00	0.00%
Other Physical Environment					
General Liability Insurance	4,636.00	3,333.33	1,302.67	5,000.00	92.72%
Property & Casualty Insurance	-	1,133.33	(1,133.33)	1,700.00	0.00%
Auto Insurance	-	66.67	(66.67)	100.00	0.00%
Irrigation Repairs	3,096.35	30,000.00	(26,903.65)	45,000.00	6.88%
Landscaping Maintenance & Material					
District Landscaping	101,888.40	175,718.08	(73,829.68)	263,577.12	38.66%
Gateway Road Landscaping	315.92	315.92	-	473.88	66.67%
Tree Trimming	9,100.00	26,666.67	(17,566.67)	40,000.00	22.75%
Flower & Plant Replacement	6,409.39	33,333.33	(26,923.94)	50,000.00	12.82%
Contingency	300.00	56,943.45	(56,643.45)	85,415.18	0.35%
Pest Control	1,255.00	1,873.33	(618.33)	2,810.00	44.66%
Hurricane Cleanup	-	33,333.33	(33,333.33)	50,000.00	0.00%
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	2,104.24	2,226.00	(121.76)	3,339.00	63.02%
IME - Irrigation Repairs	2,289.99	2,100.00	189.99	3,150.00	72.70%
IME - Landscaping	60,296.24	60,296.25	(0.01)	90,444.38	66.67%
IME - Lighting	297.35	840.00	(542.65)	1,260.00	23.60%
IME - Miscellaneous	96.08	4,200.00	(4,103.92)	6,300.00	1.53%
IME - Water Reclaimed	330.84	1,050.00	(719.16)	1,575.00	21.01%
IME - Landscape Improvements	5,156.55	8,400.00	(3,243.45)	12,600.00	40.93%
New Operational Field Expenses					
Trail Repair	-	10,000.00	(10,000.00)	15,000.00	0.00%
Road & Street Facilities					
Entry and Wall Maintenance	550.00	6,666.67	(6,116.67)	10,000.00	5.50%
Streetlights	7,596.12	10,000.00	(2,403.88)	15,000.00	50.64%
Parks & Recreation					
Personnel Leasing Agreement	24,000.08	24,000.00	0.08	36,000.00	66.67%
Reserves					
Infrastructure Capital Reserve	-	13,333.33	(13,333.33)	20,000.00	0.00%
Interchange Maintenance Reserve	-	1,573.33	(1,573.33)	2,360.00	0.00%
Total Field Operations Expenses	\$ 256,022.99	\$ 531,336.35	\$ (275,313.36)	\$ 797,004.56	32.12%

Myrtle Creek Improvement District
 Budget to Actual
 For the Month Ending 5/31/2024

	Actual	Budget	Variance	FY 2024 Adopted Budget	Percentage Spent
<u>Wellspring Blvd./Performance Drive Expense</u>					
Irrigation Repairs	\$ -	\$ 3,487.00	\$ (3,487.00)	\$ 5,230.50	0.00%
Landscaping	24,039.60	24,024.00	15.60	36,036.00	66.71%
Flower & Plant Replacement	-	6,666.67	(6,666.67)	10,000.00	0.00%
Lighting	314.76	6,989.00	(6,674.24)	10,483.50	3.00%
Miscellaneous	-	2,333.33	(2,333.33)	3,500.00	0.00%
Water Reclaimed	2,091.56	2,333.33	(241.77)	3,500.00	59.76%
Total Wellspring Blvd./Performance Drive Expenses	\$ 26,445.92	\$ 45,833.33	\$ (19,387.41)	\$ 68,750.00	38.47%
Total Expenses	\$ 355,328.76	\$ 675,183.04	\$ (319,854.28)	\$ 1,012,774.56	35.08%
Income (Loss) from Operations	\$ 567,525.37	\$ (466.67)	\$ 567,992.04	\$ (700.00)	
Other Income (Expense)					
Interest Income	\$ 20,815.11	\$ 466.67	\$ 20,348.44	\$ 700.00	2973.59%
Total Other Income (Expense)	\$ 20,815.11	\$ 466.67	\$ 20,348.44	\$ 700.00	2973.59%
Net Income (Loss)	\$ 588,340.48	\$ -	\$ 588,340.48	\$ -	

Myrtle Creek Improvement District
Cash Flow

	Beg. Cash	FY23 Inflows	FY23 Outflows	FY24 Inflows	FY24 Outflows	End. Cash
			-		-	
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	-	-	589,227.20	(54,372.40)	1,680,962.65
3/1/2024	1,680,962.65	-	-	169,141.00	(465,684.28)	1,384,419.37
4/1/2024	1,384,419.37	-	-	46,949.71	(42,101.88)	1,389,267.20
5/1/2024	1,389,267.20	-	-	266,003.03	(64,482.48)	1,590,787.75
6/1/2024	1,590,787.75	-	-	-	-	1,590,787.75 as of 06/06/2024
	Totals	11,649.08	(163,966.18)	2,064,715.82	(1,363,286.16)	