12051 Corporate Boulevard Orlando, FL 32817; Phone: 407-723-5900 www.boggycreekid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at 3:30 p.m. on Tuesday, April 16, 2019 at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827. A quorum will be confirmed prior to the start of the meeting.

For those unable to attend in person, you may participate by telephone:

Phone: 1-866-398-2885

Participant Code: 275521

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. Consideration of the Minutes of the March 19, 2019 Board of Supervisors' Meeting (provided under separate cover)

Business Matters

- Discussion of Fiscal Year 2020 Budget
- 2. Ratification of Master Lighting Installation Upgrade and Service Agreement –Nemours Parkway Phase 7
- 3. Ratification of Requisition Nos. 2018-71-77 Approved in March 2019 in an amount totaling \$1,080,806.80
- 4. Ratification of Operation and Maintenance Expenditures Paid in March 2019 in an amount totaling \$76,214.42
- 5. Recommendation of Work Authorizations/Proposed Services (if applicable)
- 6. Review of District's Financial Position and Budget to Actual YTD

Other Business

- A. Staff Reports
 - District Counsel
 - 2. District Manager
 - 3. District Engineer
 - 4. Construction Supervisor
- B. Audience Comments, Supervisor Requests

Adjournment



Minutes of the March 19, 2019 Board of Supervisors' Meeting

(provided under separate cover)

Master Lighting Installation Upgrade and Service Agreement –Nemours Parkway Phase 7



MASTER LIGHTING INSTALLATION, <u>UPGRADE AND SERVICE AGREEMENT</u> NEMOURS PARKWAY PHASE 7

(Orlando Utilities Commission/City of Orlando and Property Owner/Developer))

This Master Lighting Installation, Upgrade and Service Agreement ("Agreement") is entered into this 19th day of March , 2019, by and between the ORLANDO UTILITIES COMMISSION, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 ("OUC"), and BOGGY CREEK IMPROVEMENT DISTRICT, a local unit of special-purpose government established to Chapter 190, Florida Statutes, whose address is 12051 Corporate Blvd., Orlando, FL 32817 (the "Customer").

RECITALS

- A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Exhibit 1 attached hereto and incorporated in this Agreement by reference (the "Property").
- B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the "City") certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.
- C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS**.

The above Recitals are true and correct, and form a material part of this Agreement.

2. **OUC DUTIES**.

- 2.1. OUC shall provide lighting for certain public roadways streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:
- 2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "Upgraded Lighting Facilities"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "Lighting Facilities".
- 2.1.2. OUC shall maintain and operate the Lighting Facilities (the "Maintenance Service") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and
- 2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "Electrical Service") in accordance with OUC's published electric service tariffs.
- 2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "Lighting Service".
- 2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in phases (each referenced individually as a "Phase"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the initial Phase. Lighting Facilities for the initial Phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Exhibit 2 (the "Initial Lighting Plan"). Lighting Service for any subsequent Phases shall be implemented through subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the "Lighting Plans" or singularly referred to as a "Lighting Plan". As any subsequent Phases of the of Property are platted and developed, addendums to this Agreement shall be executed and placed of record by OUC and the Customer for the purpose of

- (a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.
- 2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to any Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) for that Phase; (ii) Customer must complete installation of Customer Lighting Facilities for that Phase in compliance with OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way for that Phase (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "Service Conditions"). Installation of the Lighting Facilities for any subsequent Phases shall be made only when the Service Conditions, for such subsequent Phase have been met.

3. CUSTOMER DUTIES.

- 3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "Customer Lighting Facilities"), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.
- The Customer shall grant OUC all easements or provide for right-of-way dedications (not 3.2. otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.
- 3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for

the Units are more particularly described on Exhibit 2 attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Cost associated with the initial Phase of the Property development in the amount set forth in Exhibit 3, attached hereto and incorporated herein by this reference, in accordance with Section 4 below. The parties agree that the Upgrade Cost as set forth in Exhibit 3 includes all of the following additional costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the initial Phase and for the initial Term:

- 3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer's upgrade request (the "Facilities Upgrade Cost").
- 3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Maintenance Upgrade Cost").
- 3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Electrical Upgrade Cost").
- 3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.
- 3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "Upgrade Cost") with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.
- 3.6. The Customer shall identify in writing to OUC for each Phase (the "Customer Road Notice") the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.

4. TERMS OF PAYMENT.

4.1. Customer shall make payment of the Upgrade Costs in accordance with the Exhibit 3 to this agreement. OUC will invoice Customer on a monthly basis and Customer shall make payment by the due date indicated on the invoice. If the Customer fails to pay any installment(s) of the Upgrade Cost by the due date of such payment or otherwise makes payment in a manner

inconsistent with the Orlando Utilities Commission's Administrative Policy Manual, as amended from time to time (the "Manual"), OUC may resort to any available remedy at law or equity, including discontinuation of the Lighting Service and termination of this Agreement with respect to any and all Phases then being served by OUC.

- 4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.
- The parties agree that the Customer shall be responsible for the payment of any sales, use, 4.3. excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under Florida law.

5. MUTUAL AGREEMENTS.

- 5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
- 5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

- 5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.
- 5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.
- OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, license or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer's employees, agents, invitees, licenses or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC. Notwithstanding anything herein to the contrary, the parties shall be entitled to any sovereign immunity defenses to which it may be entitled, and the parties do not in any way expand or waive limitations of liability afforded to the parties by virtue of their sovereign immunity.
- 5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.
- 5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by

OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

- 5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured thirty (30) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.
- 5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC's permission permit any party other than OUC to operate or maintain the Lighting Facilities.
- 5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.
- 5.12. The "Effective Date" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the "Term" for each Phase). The Term for the initial Phase shall begin when the installation of the Lighting Equipment is finally completed and the Customer is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior to the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("Proportional Upgrade Cost"). In the event that an installation of Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own Term under this Agreement. As with the initial Phase, the Customer may request interim operation of Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase shall begin when installation of the Lighting Equipment for

that subsequent Phase is finally completed and the Customer is first billed for the Lighting Service based on the operation of the full compliment of Lighting Equipment that is to be provided under that Phase.

5.13. [OPTIONAL PARAGRAPH FOR BANNER ARMS] The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability. bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

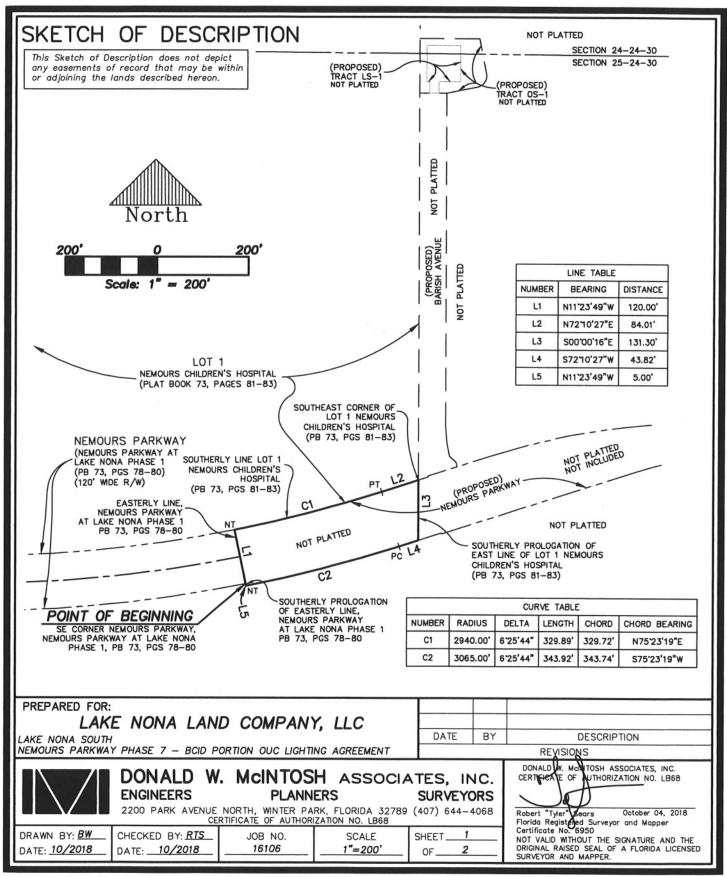
Signed, sealed and delivered in the presence of:	BOGGY CREEK IMPROVEMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes Tax ID: 10-0579019
Name: JOFFREY F. NEW JON	By:
	Title: Char
	Date: 3.19.19
STATE OF FLORIDA COUNTY OF ORANGE	
by Klanara Lovel	edged before me this 19th day of March, 2019, as Charman of the personally known to me or [1], and who did not take an
VICTORIA L. MULLINS MY COMMISSION #GG214515 EXPIRES: MAY 06, 2022	Victoria L. Mullins Rictoria L. Mullins Reinted News Poles Sierre
Bonded through 1st State Insurance	Printed Name Below Signature May 00, 2022 My Commission Expires

Signed, sealed and delivered in the presence of:	ORLANDO UTILITIES COMMISSION
Name:	D
Name:	By: Clint Bullock General Manager & CEO
FOR THE USE AND RELIANCE OF OUC ONLY: APPROVED	
AS TO FORM AND LEGALITY	Attest:
- C 01/2	Name:
Attorney for OUC	Title:
Date:	Date:
	Dutc.
STATE OF FLORIDA	
COUNTY OF ORANGE	
20, by Clint Bullock, as General 1	owledged before me this day of, Manager and CEO of ORLANDO UTILITIES wn to me or [] produced the following identification: did not take an oath.
	Notary Public
	Printed Name Below Signature
	My Commission Expires

EXHIBIT 1

THE PROPERTY

See attached description and sketch



SKETCH OF DESCRIPTION

DESCRIPTION:

That part of Section 25, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

BEGIN at the Southeast Corner of Nemours Parkway, according to the plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, as recorded in Plat Book 73, Pages 78 through 80, of the Public Records of Orange County, Florida; thence N11'23'49"W along the Easterly line of said NEMOURS PARKWAY AT LAKE NONA PHASE 1, for a distance of 120.00 feet to the Southerly line of Lot 1, NEMOURS CHILDREN'S HOSPITAL, according to the plat thereof, as recorded in Plat Book 73, Pages 81 through 83, of the Public Records of Orange County, Florida, and a non-tangent curve concave Northerly having a radius of 2940.00 feet and a chord bearing of N75'23'19"E; thence departing said Easterly line run Easterly along said Southerly line and the arc of said curve through a central angle of 06'25'44" for a distance of 329.89 feet to the point of tangency; thence N72'10'27"E along said Southerly line, 84.01 feet to the Southeast corner of said Lot 1; thence S00'00'16"E along the Southerly Prolongation of the East line of said Lot 1, for a distance of 131.30 feet; thence departing said Southerly prolongation run S72'10'27"W, 43.82 feet to the point of curvature of a curve concave Northerly having a radius of 3065.00 feet and a chord bearing of S75'23'19"W; thence Westerly along the arc of said curve through a central angle of 06'25'44" for a distance of 343.92 feet to a non-tangent line; thence N11'23'49"W along the Southerly prolongation of aforesaid Easterly line of NEMOURS PARKWAY AT LAKE NONA PHASE 1, for a distance of 5.00 feet to the POINT OF BEGINNING.

Being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the Easterly line of NEMOURS PARKWAY AT LAKE NONA PHASE 1, (Plat Book 73, Pages 78 through 80), being N11'23'49"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burt" (PID AK7296), Northing 1467711.44, Easting 582877.80.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been
 provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the
 subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND						
				SECTIO	N 25-24-3 POB	POINT OF BEGINNING OFFICIAL RECORDS DOCUMENT
				_	DOC#	NUMBER PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
LAKE NONA SOUTH	E NONA LAN			35	Δ= R= L= CB= PC	CENTRAL ANGLE RADIUS ARC LENGTH CHORD BEARING POINT OF CURVATURE
NEMOURS PARKWA	Y PHASE 7 - PORTIO	N OUC LIGHTING AG	REEMENT		PT NT	POINT OF TANGENCY NON-TANGENT
	DONALD W ENGINEERS 2200 PARK AVENUE	PLANN	ERS	SURVEYORS	R/W ORB PB PG(S) PCC	RIGHT-OF-WAY OFFICIAL RECORDS BOOK PLAT BOOK PAGE(S) POINT OF COMPOUND CURVATURE
		RTIFICATE OF AUTHORIZ		, , , , , , , , , , , , , , , , , , , ,	P-C PRC	POINT OF CUSP POINT OF REVERSE CURVATURE
DRAWN BY: <u>RTS</u> DATE: <u>10/2018</u>	CHECKED BY: <u>RTS</u> DATE: <u>10/2018</u>	JOB NO. 16106	SCALE N/A	SHEET 2 OF 2	L1 C1	LINE NUMBER (SEE TABLE) CURVE NUMBER (SEE TABLE)

EXHIBIT 1 (Continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

 $\label{light-out-weight-out-out-support} Light \ out \ Web \ Address-http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage$

CATION INFORMATION
Nemours Parkway Phase 7 Nemours Parkway Orlando, FL
10-0579019
ORMATION TO BE FILLED BY OUC
2562183178 659289

EXHIBIT 2

INITIAL LIGHTING PLAN

(12ea) 20' Black Alum Pole / OUC # 036-27517 (6ea) 83w GE Black Post Top Type V Fixture / OUC # 036-23224 (6ea) 83w GE Black Post Top Type III Fixture / OUC # 036-23225

Customer is responsible for Conduit, junction boxes, and pull string, per $\ensuremath{\mathsf{OUC}}$ spec

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

Customer elects to make an Up-Front Payment for the OUC Lighting System of \$0.00.

MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of [\$ 223.16***]. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

*** Actual billed amount will be based on the as-built drawings and lighting equipment installed in the field as certified by the Customer and OUC Representative on the Certificate of Completion form in Schedule 4.

Requisition Nos. 2018-71-77 Approved in March 2019 in an amount totaling \$1,080,806.80

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817 PHONE: (407) 382-3256 • FAX: (407) 382-3254

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from March 1, 2019 through March 31, 2019. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2018-071	Donald W. McIntosh Associates	\$8,974.90
2018-072	Ferguson Enterprises	\$126.00
2018-073	Orlando Sentinel	\$74.17
2018-074	Hopping Green & Sams	\$1,010.50
2018-075	Jon M Hall Company	\$1,049,759.69
2018-076	Donald W. McIntosh Associates	\$20,787.37
2018-077	Orlando Sentinel	\$74.17
		\$1,080,806.80

BOGGY CREEK IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE	February 22, 2019	REQUISITION NO	2018-071
PAYEE.	Donald W McIntosh Associates	AMOUNT DUE	\$8,974.90
ADDRESS.	2200 Park Avenue North	FUND	Acquisition/Construction
	Winter Park, FL 32789		
ITEM	 Invoice 36268 for Project 1 	6193 (Lake Nona Town Co	enter Parcel 22A Perimeter
	Road, Lift Station 10 and F	orcemam) Through 01/25/2	2019 - \$5,941.25
	 Invoice 36271 for Project 1 	8128 (Nemours Parkway P	base 7 - Construction Phase
	Services - BCID) Through	01/25/2019 - \$3,033.65	

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BOGGY CREEK IMPROYEMENT DISTRICT

CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with (i) the applicable or construction contract. (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY

BOGGY CREEK IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	February 22, 2019	REQUISITION NO:	2018-072			
PAYEE:	Ferguson Waterworks	AMOUNT DUE:	\$126.00			
ADDRESS:	PO Box 100286 Atlanta, GA 30384-0286	FUND:	Acquisition/Construction			
	1007 mineral annimals. Provided control of the described right (Control					
ITEM:	 Invoice 1665686 for Construction Materials Through 02/12/2019 – \$28.00 					
	 Invoice 1662958-1 for Construction Materials Through 02/12/2019 - \$28.00 					
	 Invoice 1662958 for Co 	astruction Materials Through (02/05/2019 - \$70.00			

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BOGGY CREEK IMPROVEMENT DISTRICT

CHAIRMAN OF TICE CHAIRMAN KARA

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY:

DISTRICT ENGINEER

BOGGY CREEK IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

REQUISITION NO: 2018-073 DATE: February 22, 2019 Orlando Sentinel AMOUNT DUE: \$74.17 PAYEE: PO Box 100608 FUND: ADDRESS: Acquisition/Construction Atlanta, GA 30384-0608 ITEM: Invoice OSC4225334 (Ad #6097993) for Construction Legal Advertising Through 02/10/2019. Split Three Ways

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BOGGY CREEK IMPROVEMENT DISTRICT

CHAIRMAN OF VICE CHAIRMAN

Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY:

DISTRICT ENGINE

BCID Series 2018 Req. 073 - Orlando Sentinel

February 22, 2019

BOGGY CREEK IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:

March 1, 2019

REQUISITION NO:

2018-074

PAYEE:

Hopping Green & Sams

AMOUNT DUE:

\$1,010.50

ADDRESS:

119 S. Monroe Street, Ste. 300

FUND:

Acquisition/Construction

PO Box 6526

Tallahassee, FL 32314

ITEM:

Invoice 105596 for Project Construction Through 01/31/2019

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (ni) the report of the District Engineer.

BY:

BCID Series 2018 Req. 074 - Hopping Green & Sams

March 1, 2019

BOGGY CREEK IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE: March 8, 2019 REQUISITION NO 2018-075 AMOUNT DUE: \$1,049,759.69 PAYEE: Jon M Hall Company 1920 Boothe Circle, Suite 230 FILMD Acquisition/Construction ADDRESS: Longwood, FL 32750 Pay Application #13 for Project 18007 (Lake Nona Nemours Pkwy West & Lift Station) ITEM: Through 02/25/2019

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BOGGY CREEK IMPROVEMENT DISTRICT

CHAIRMAN OF VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (ii) the report of the District Engineer.

BY:

DISTRICT ENGINEER

BOGGY CREEK IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	March 22, 2019	REQUISITION NO:	2018-076			
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$20,787.37			
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction			
ITEM:	 Invoice 36368 for Project 23218 (Lake Nona Boggy Creek) Through 02/22/2019 – \$5,922.27 					
	 Invoice 36370 for Project I Road, Lift Station 10 and F 					
	 Invoice 36373 for Project 1 Through 02/22/2019 - \$2,0 		rd Signal Modifications)			
	 Invoice 36375 for Project 1 Services – BCID) Through 		hase 7 - Construction Phase			

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BOGGY CREEK IMPROVEMENT DISTRICT

CHAIRMAN or VICE CHAIRMAN Venture

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and (iii) the report of the District Engineer.

BY:

March 22, 2019

DISTRICT

BOGGY CREEK IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	March 22, 2019	REQUISITION NO:	2018-077
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$74.17
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice OSC4870689 (Ad #615 Split Three Ways	7586) for Construction Legal A	dvertising Through 03/10/2019,

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BOGGY CREEK IMPROVEMENT DISTRICT

CHAIRMAN or VICE CHAIRMAN Damon Venture

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, find the report of the District Engineer.

BY:

March 22, 2019

Recommendation of Work Authorization/Proposed Services (if applicable)

Operation and Maintenance Expenditures Paid in March 2019 in an amount totaling \$76,214.42

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817 PHONE: (407) 382-3256 • FAX: (407) 382-3254

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from March 1, 2019 through March 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented:	\$76,214.42	
Approval of Expenditures:		
Chairman		
Vice Chairman		
Assistant Secretary		

\$68,717.66

4/3/19 5:07:23 PM

Boggy Creek Improvement District

AP Check Register (Current by Bank)

Check Dates: 3/1/2019 to 3/31/2019

Check No.	Date	Sta	tus*	Vendor ID	Payee Name		Amount
BANK ID: SL	JN - CITY N	ATIC	NAL BANK			(001-101-0000-00-01
3311	03/26/19	٧	3/26/19	ARCHIT	Architectural Effects LLC		(\$725.00)
**3344	03/05/19	Р		AWC	Aquatic Weed Control, Inc.		\$835.00
3345	03/05/19	Р		CAROL	Carol King Landscape Maint.		\$4,106.00
3346	03/05/19	Р		HGS	Hopping Green & Sams		\$2,008.64
3347	03/05/19	P		MLM	Michael's Lighting & Electric		\$1,012.25
3348	03/05/19	P		ORLSEN	Orlando Sentinel		\$196.25
3349	03/05/19	Р		VENTUR	VenturesIn.com		\$105.00
3350	03/12/19	Р		VALLEY	BrightView Landscape Services		\$1,925.50
3351	03/12/19	P		GRAU	Grau and Associates		\$2,900.00
3352	03/25/19	Р		VALLEY	BrightView Landscape Services		\$18,421.84
3353	03/25/19	Р		CAROL	Carol King Landscape Maint.		\$20,429.00
3354	03/25/19	P		DONMC	Donald W. McIntosh Associates		\$560.50
3355	03/25/19	P		FISH	Fishkind & Associates, Inc.		\$125.68
3356	03/25/19	P		HTFL	Hathaway's Tree Farm & Landsca		\$12,567.00
3357	03/25/19	P		PFMGC	PFM Group Consulting		\$3,125.00
3358	03/25/19	Р		RLEVEY	Richard Levey		\$200.00
3359	03/25/19	Р		TCZAPK	Thaddeus Czapka		\$200.00
3360	03/26/19	Р		ARCHIT	Architectural Effects LLC		\$725.00
						BANK SUN REGISTER TOTAL:	\$68,717.66



GRAND TOTAL:

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

^{**} Denotes broken check sequence.

Payment Authorization #390

3/1/2019

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control		
	March Waterway Service	34168	\$ 835,00
2	Carol King Landscape Maintenance		
	Interchange Off-Ramp Landscaping Services	164781	\$ 696.00
	Interchange Off-Ramp South Side Landscaping Services	164782	\$ 1,705.00
	Interchange On-Ramp South Side Landscaping Services	164783	\$ 1,705.00
3	Hopping Green & Sams		
	General Counsel Through 01/31/2019	105595	\$ 2,008.64
4	Michael's Lighting & Electric		
	Interchange Lighting Replacements	8535	\$ 931.00
	Night Lighting Check 02/27/2019	8553	\$ 81.25
5	Orlando Sentinel		
	Legal Advertising on 02/19/2019	OSC4372713	\$ 196.25
6	VenturesIn.com		
	March Application Hosting	44357	\$ 105.00
		TOTAL	\$ 8,263.14
	Lynne Mullin.		
	Secretary/Assistant Secretary	Chairperson	

Soul 3/1/15

Payment Authorization #391

Secretary/Assistant Secretary

3/8/2019

	Number	General Fund		
BrightView Landscape Services				
	6188355	\$	230.00	
	6207871	\$	319.50	
Sod Installation	6210966	\$	1,376.00	
Grau and Associates				
FY 2018 Audit	17647	\$	2,900.00	
ouc pd online 3/12/19				
Acct: 2562183178 ; Service 02/01/2019 - 03/01/2019	-	\$	7,496.76	
	TOTAL	\$	12,322.26	
		<i>.</i>		
Sypne Mullis				
	Controller #30 (Zone #13) Repairs Clock #28 (Zone #14) Repairs Sod Installation Grau and Associates FY 2018 Audit OUC Pd online 3/12/19	Controller #30 (Zone #13) Repairs 6188355 Clock #28 (Zone #14) Repairs 6207871 Sod Installation 6210966 Grau and Associates FY 2018 Audit 17647 OUC Pd online 3/12/19 Acct: 2562183178; Service 02/01/2019 - 03/01/2019 TOTAL	Controller #30 (Zone #13) Repairs 6188355 \$ Clock #28 (Zone #14) Repairs 6207871 \$ Sod Installation 6210966 \$ Grau and Associates FY 2018 Audit 17647 \$ OUC Pd online 3/12/19 Acct: 2562183178; Service 02/01/2019 - 03/01/2019 - \$	

) malanalia

Chairperson

Payment Authorization #392

3/22/2019

Item No.	Payee	Invoice Number	General Fund	
1	BrightView Landscape Services			
	March Landscape Maintenance	6205576	\$ 17,958.00	
	ASCO Valve Replacement	6229223	\$ 463.84	
2	Carol King Landscape Maintenance			
	March Interchange Landscape Maintenance	165163	\$ 20,429.00	
3	Donald W McIntosh Associates			
	Engineering Services Through 02/22/2019	36367	\$ 560.50	
4	Fishkind & Associates			
	Reimbursables: March 2019	24331	\$ 125.68	
5	HTFL			
	Tree Replacements	8558	\$ 12,567.00	
6	PFM Group Consulting			
	DM Fee: March 2019	24439	\$ 3,125.00	
7	Supervisor Fees - 03/19/2019 Meeting			
	Richard Levey		\$ 200.00	
	Thad Czapka		\$ 200.00	
		TOTAL	\$ 55,629.02	
	A A 0 0 11			
	Link & Walder			

Jan 1/3/12/19

Secretary/Assistant Secretary

Chairperson

District's Financial Position and Budget to Actual YTD

Statement of Activities As of 3/31/2019

	General	Debt Service	Capital Projects	General Long- Term Debt	Total
Revenues					
Off-Roll Assessments	\$595,495.38				\$595,495.38
Other Income & Other Financing Sources	367.61				367.61
Inter-Fund Transfers In	556.17				556.17
Other Assessments		\$1,252,021.30			1,252,021.30
Other Income & Other Financing Sources		410,755.30			410,755.30
Inter-Fund Group Transfers In		24,174.63			24,174.63
Other Income & Other Financing Sources			\$4,566,372.63		4,566,372.63
Inter-Fund Transfers In			(24,730.80)		(24,730.80)
Total Revenues	\$596,419.16	\$1,686,951.23	\$4,541,641.83	\$0.00	\$6,825,012.22
Expenses					
Supervisor Fees	\$2,400.00				\$2,400.00
Public Officials' Liability Insurance	3,250.00				3,250.00
Trustee Services	1,571.35				1,571.35
Management	18,750.00				18,750.00
Engineering	3,535.50				3,535.50
Dissemination Agent	1,250.00				1,250.00
District Counsel	7,412.51				7,412.51
Assessment Administration	7,500.00				7,500.00
Audit	5,923.00				5,923.00
Travel and Per Diem	55.94				55.94
Telephone	35.31				35.31
Postage & Shipping	96.50				96.50
Copies	622.50				622.50
Legal Advertising	3,017.72				3,017.72
Miscellaneous	1,671.60				1,671.60
Property Taxes	339.11				339.11
Web Site Maintenance	630.00				630.00
Holiday Decorations	802.00				802.00
Dues, Licenses, and Fees	175.00				175.00

Statement of Activities As of 3/31/2019

	General	Debt Service	Capital Projects	General Long- Term Debt	Total
Electric	986.58				986.58
Water Reclaimed	14,910.80				14,910.80
General Insurance	3,687.00				3,687.00
Property & Casualty	3,322.00				3,322.00
Irrigation	13,115.80				13,115.80
Landscaping Maintenance & Material	107,748.00				107,748.00
Landscape Improvements	1,950.00				1,950.00
Flower & Plant Replacement	48,658.25				48,658.25
Contingency	1,550.00				1,550.00
IME - Aquatics Maintenance	1,628.23				1,628.23
IME - Irrigation	847.26				847.26
IME - Landscaping	41,170.97				41,170.97
IME - Lighting	1,654.60				1,654.60
IME - Miscellaneous	1,378.32				1,378.32
IME - Water Reclaimed	426.52				426.52
Entry and Wall Maintenance	1,050.00				1,050.00
Streetlights	24,697.86				24,697.86
Interest Payments		\$1,347,119.77			1,347,119.77
Engineering			\$82,540.20		82,540.20
District Counsel			2,444.00		2,444.00
Legal Advertising			943.58		943.58
Contingency			4,003,871.25		4,003,871.25
Total Expenses	\$327,820.23	\$1,347,119.77	\$4,089,799.03	\$0.00	\$5,764,739.03
Other Revenues (Expenses) & Gains (Losses)					
Interest Income	\$29.30				\$29.30
Interest Income		\$5,698.65			5,698.65
Interest Income			\$35.56		35.56
Total Other Revenues (Expenses) & Gains (Losses)	\$29.30	\$5,698.65	\$35.56	\$0.00	\$5,763.51
Change In Net Assets	\$268,628.23	\$345,530.11	\$451,878.36	\$0.00	\$1,066,036.70
Net Assets At Beginning Of Year	(\$40,170.80)	\$4,412,579.42	(\$1,323,332.79)	\$0.00	\$3,049,075.83
Net Assets At End Of Year	\$228,457.43	\$4,758,109.53	(\$871,454.43)	\$0.00	\$4,115,112.53

Statement of Financial Position As of 3/31/2019

	General	Debt Service	Capital Projects	General Long- Term Debt	Total
	<u> 4</u>	Assets			
Current Assets					
General Checking Account	\$205,137.45				\$205,137.45
State Board of Administration	1,264.42				1,264.42
Due From Other Governmental Units	17,951.09				17,951.09
Deposits	4,300.00				4,300.00
Infrastructure Capital Reserve	0.62				0.62
Interchange Maintenance Reserve	0.10				0.10
Debt Service Reserve Series 2013		\$3,954,031.25			3,954,031.25
Debt Service Reserve Series 2018		802,753.37			802,753.37
Revenue Series 2013		170.64			170.64
Interest Series 2018		1,154.27			1,154.27
General Checking Account			\$13,126.36		13,126.36
Acquisition/Construction Series 2013			9,964.46		9,964.46
Acquisition/Construction Series 2018			13,884.57		13,884.57
Total Current Assets	\$228,653.68	\$4,758,109.53	\$36,975.39	\$0.00	\$5,023,738.60
Investments					
Amount Available in Debt Service Funds				\$4,758,109.53	\$4,758,109.53
Amount To Be Provided				71,156,890.47	71,156,890.47
Total Investments	\$0.00	\$0.00	\$0.00	\$75,915,000.00	\$75,915,000.00
Total Assets	\$228,653.68	\$4,758,109.53	\$36,975.39	\$75,915,000.00	\$80,938,738.60

Statement of Financial Position As of 3/31/2019

	General	Debt Service	Capital Projects	General Long- Term Debt	Total
	Liabilities	and Net Assets			
Current Liabilities					
Accounts Payable	\$196.25				\$196.25
Accounts Payable			\$68,315.20		68,315.20
Retainage Payable			840,114.62		840,114.62
Total Current Liabilities	\$196.25	\$0.00	\$908,429.82	\$0.00	\$908,626.07
Long Term Liabilities					
Revenue Bonds Payable - Long-Term				\$75,915,000.00	\$75,915,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$75,915,000.00	\$75,915,000.00
Total Liabilities	\$196.25	\$0.00	\$908,429.82	\$75,915,000.00	\$76,823,626.07
Net Assets					
Net Assets, Unrestricted	\$70,114.13				\$70,114.13
Current Year Net Assets, Unrestricted	556.17				556.17
Net Assets - General Government	(110,284.93)				(110,284.93)
Current Year Net Assets - General Government	268,072.06				268,072.06
Net Assets, Unrestricted		(\$3,661,454.61)			(3,661,454.61)
Current Year Net Assets, Unrestricted		345,530.11			345,530.11
Net Assets - General Government		8,074,034.03	(000 004 004 05)		8,074,034.03
Net Assets, Unrestricted Net Assets, Unrestricted			(\$22,384,631.35)		(22,384,631.35)
			(5,635,677.60)		(5,635,677.60)
Current Year Net Assets, Unrestricted Net Assets - General Government			451,878.36 26,696,976.16		451,878.36 26,696,976.16
Total Net Assets	\$228,457.43	\$4,758,109.53	(\$871,454.43)	\$0.00	\$4,115,112.53
Total Liabilities and Net Assets	\$228,653.68	\$4,758,109.53	\$36,975.39	\$75,915,000.00	\$80,938,738.60

	,	/TD Actual	YTD Budget		YTD Budget YTD Variance		FY 2019 Adopted Budg	
Revenues								
Off-Roll Assessments	\$	595,495.38	\$	406,447.39	\$	189,048.00	\$	812,894.77
Other Income & Other Financing Sources		367.61		-		367.61		-
Net Revenues	\$	595,862.99	\$	406,447.39	\$	189,415.61	\$	812,894.77
General & Administrative Expenses								
Legislative								
Supervisor Fees	\$	2,400.00	\$	2,400.00	\$	-	\$	4,800.00
Financial & Administrative								
Public Officials' Liability Insurance		3,250.00		1,787.50		1,462.50		3,575.00
Trustee Services		1,571.35		1,000.00		571.35		2,000.00
Management		18,750.00		18,750.00		-		37,500.00
Engineering		3,535.50		5,000.00		(1,464.50)		10,000.00
Dissemination Agent		1,250.00		2,500.00		(1,250.00)		5,000.00
District Counsel		7,412.51		15,000.00		(7,587.49)		30,000.00
Assessment Administration		7,500.00		3,750.00		3,750.00		7,500.00
Audit		5,923.00		1,950.00		3,973.00		3,900.00
Arbitrage Calculation		-		600.00		(600.00)		1,200.00
Travel and Per Diem		55.94		250.00		(194.06)		500.00
Telephone		35.31		125.00		(89.69)		250.00
Postage & Shipping		96.50		150.00		(53.50)		300.00
Copies		622.50		1,250.00		(627.50)		2,500.00
Legal Advertising		3,017.72		1,500.00		1,517.72		3,000.00
Bank Fees		-		25.00		(25.00)		50.00
Miscellaneous		1,671.60		500.00		1,171.60		1,000.00
Property Taxes		339.11		-		339.11		-
Web Site Maintenance		630.00		625.00		5.00		1,250.00
Holiday Decorations		802.00		-		802.00		, ÷
Dues, Licenses, and Fees		175.00		87.50		87.50		175.00
Total General & Administrative Expenses	\$	59,038.04	\$	57,250.00	\$	1,788.04	\$	114,500.00

	YTD Actual YTD Budget		ΥT	D Variance	FY 2019 Adopted Budo			
Field Operations Expenses								
Electric Utility Services								
Electric	\$	986.58	\$	1,000.00	\$	(13.42)	\$	2,000.00
Entry Lighting		-		250.00		(250.00)		500.00
Water-Sewer Combination Services								
Water Reclaimed		14,910.80		17,500.00		(2,589.20)		35,000.00
Other Physical Environment								
General Insurance		3,687.00		2,025.00		1,662.00		4,050.00
Property & Casualty		3,322.00		50.00		3,272.00		100.00
Other Insurance		-		250.00		(250.00)		500.00
Irrigation		13,115.80		15,000.00		(1,884.20)		30,000.00
Landscaping Maintenance & Material		107,748.00		107,748.00		-		215,496.00
Landscape Improvements		1,950.00		23,752.00		(21,802.00)		47,504.00
Tree Trimming		48,658.25		20,000.00		28,658.25		40,000.00
Hurricane Cleanup		-		10,000.00		(10,000.00)		20,000.00
Contingency		1,550.00		15,000.00		(13,450.00)		30,000.00
Interchange Maintenance Expenses								
IME - Aquatics Maintenance		1,628.23		1,722.50		(94.27)		3,445.00
IME - Irrigation		847.26		16,250.00		(15,402.74)		32,500.00
IME - Landscaping		41,170.97		39,836.55		1,334.42		79,673.10
IME - Lighting		1,654.60		10,000.00		(8,345.40)		20,000.00
IME - Miscellaneous		1,378.32		-		1,378.32		
IME - Water Reclaimed		426.52		1,625.00		(1,198.48)		3,250.00
Road & Street Facilities								
Entry and Wall Maintenance		1,050.00		5,000.00		(3,950.00)		10,000.00
Streetlights		24,697.86		41,000.00		(16,302.14)		82,000.00
Parks & Recreation								
Personnel Leasing Agreement		120		10,000.00		(10,000.00)		20,000.00
Reserves								
Infrastructure Capital Reserve		1.0		10,083.34		(10,083.34)		20,166.67
Interchange Maintenance Reserve		-		1,180.00		(1,180.00)		2,360.00
Total Field Operations Expenses	\$	268,782.19	\$	349,272.39	\$	(80,490.20)	\$	698,544.77
Total Expenses	\$	327,820.23	\$	406,522.39	\$	(78,702.16)	\$	813,044.77
Income (Loss) from Operations	\$	268,042.76	\$	(75.00)	\$	268,117.76	\$	(150.00)
Other Income (Expense)								
Interest Income	\$	29.30	\$	75.00	\$	(45.70)	\$	150.00
		29.30	\$	75.00	\$	(45.70)	\$	150.00
Total Other Income (Expense)	\$	29.30	ф	75.00	Ф	(45.70)	Ф	130.00
Net Income (Loss)	\$	268,072.06	\$	-	\$	268,072.06	\$	-

		Oct-18	Nov-18		Dec-18	Jan-19		Feb-19	Mar-19	Γ	YTD Actu
<u>venues</u>											
Off-Roll Assessments	\$ 4	06,447.46	\$ -	\$		\$ 47,014.01	\$ 1	42,033.91	\$	\$	595,495.3
Other Income & Other Financing Sources		-			-	-		367.61	-	1	367.
Net Revenues	\$ 4	06,447.46	\$ 	\$	-	\$ 47,014.01	\$ 1	42,401.52	\$ -	\$	595,862
neral & Administrative Expenses										ı	
Legislative										1	
Supervisor Fees	\$	400.00	\$ 400.00	\$	400.00	\$ 400.00	\$	400.00	\$ 400.00	\$	2,400.
Financial & Administrative										1	
Public Officials' Liability Insurance		3,250.00			-	-			5	1	3,250
Trustee Services		1,571.35	-		-	14		-	-	1	1,571.
Management		3,125.00	3,125.00		3,125.00	3,125.00		3,125.00	3,125.00	1	18,750
Engineering			806.00		887.00	648.50		633.50	560.50	1	3,535
Dissemination Agent		-	-		-	-		1,250.00		1	1,250
District Counsel		-	-		1,449.10	1,789.00		2,165.77	2,008.64	1	7,412
Assessment Administration		7,500.00			-	-		-		1	7,500
Audit		-				-		3,023.00	2,900.00	1	5,923
Arbitrage Calculation		-			-	-			-	1	
Travel and Per Diem		-	9.31		18.33	9.22		14.44	4.64	1	55
Telephone		ā	(5)		6.49	28.82			-	1	35
Postage & Shipping		-	13.06		20.63	34.77		-	28.04	1	96
Copies		-	88.50		180.00	93.00		168.00	93.00	1	622
Legal Advertising		1,253.86	978.86		-	196.25		196.25	392.50	1	3,017
Bank Fees		4	-		-	120		-	2	1	
Miscellaneous			1,672.95		(1.35)	-			-	1	1,671
Property Taxes		-	339.11		-			-	2		339
Web Site Maintenance		105.00	105.00		105.00	105.00		105.00	105.00		630
Holiday Decorations		-	-		802.00	-					802
Dues, Licenses, and Fees		175.00	-		-			7	-		175
Total General & Administrative Expenses	\$	17,380.21	\$ 7,537.79	S	6,992.20	\$ 6,429.56	\$	11.080.96	\$ 9,617.32	\$	59,038

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	YTD Actual
Field Operations							
Electric Utility Services							1 1
Electric	\$ -	\$ 196.70	\$ 200.67	\$ 197.53	\$ 197.85	\$ 193.83	\$ 986.58
Entry Lighting	-	-	-	-	-	-	-
Water-Sewer Combination Services							
Water Reclaimed	-	4,295.18	3,679.25	1,960.29	2,712.27	2,263.81	14,910.80
Other Physical Environment							1 1
General Insurance	3,687.00		1.7	(5)		-	3,687.00
Property & Casualty Insurance	49.00	3,273.00	-	-	-	-	3,322.00
Other Insurance	-		-	-	-	-	1 -1
Irrigation	1,869.00	3,361.50	1,834.46	3,577.50	1,460.00	1,013.34	13,115.80
Landscaping Maintenance & Material	17,958.00	17,958.00	17,958.00	17,958.00	17,958.00	17,958.00	107,748.00
Landscape Improvements	-	1,950.00	-		-	-	1,950.00
Tree Trimming	-	14,865.20	4,400.45	3,550.00	11,899.60	13,943.00	48,658.25
Hurricane Cleanup	-	-	-		-	-	1 -
Contingency	-			1,500.00	50.00	-	1,550.00
Interchange Maintenance Expenses							1 1
IME - Aquatics Maintenance	-	542.75	271.37	271.37	271.37	271.37	1,628.23
IME - Irrigation	-	-	9.75	534.04	303.47		847.26
IME - Landscaping	6,639.42	6,639.42	6,639.42	6,639.42	6,639.42	7,973.87	41,170.97
IME - Lighting	88.72	236.94	181.21	95.38	682.74	369.61	1,654.60
IME - Miscellaneous		-	1,142.70	235.62	-	-	1,378.32
IME - Water Reclaimed		86.11	128.28	83.87	100.01	28.25	426.52
Road & Street Facilities							1 1
Entry and Wall Maintenance	-		1,050.00	-	-	-	1,050.00
Streetlights	-	4,791.66	5,124.66	5,127.18	4,827.18	4,827.18	24,697.86
Parks & Recreation							
Personnel Leasing Agreement			(*)		-	-	1 -
Reserves							1 1
Infrastructure Capital Reserve		-	175	17.		-	1 -
Interchange Maintenance Reserve	-		-	-	-	-	1 -
Total Field Operations Expenses	\$ 30,291.14	\$ 58,196.46	\$ 42,620.22	\$ 41,730.20	\$ 47,101.91	\$ 48,842.26	\$ 268,782.19
Total Expenses	\$ 47,671.35	\$ 65,734.25	\$ 49,612.42	\$ 48,159.76	\$ 58,182.87	\$ 58,459.58	\$ 327,820.23
Income (Loss) from Operations	\$ 358,776.11	\$ (65,734.25)	\$ (49,612.42)	\$ (1,145.75)	\$ 84,218.65	\$ (58,459.58)	\$ 268,042.76
Other Income (Expense)							
Interest Income	\$ 0.90	\$ 8.83	\$ 6.13	\$ 2.44	\$ 5.26	\$ 5.74	\$ 29.30
Total Other Income (Expense)	\$ 0.90	\$ 8.83	\$ 6.13	\$ 2.44	\$ 5.26	\$ 5.74	\$ 29.30
Net Income (Loss)	\$ 358,777.01	\$ (65,725.42)	\$ (49,606.29)	\$ (1,143.31)	\$ 84,223.91	\$ (58,453.84)	\$ 268,072.06

Boggy Creek Improvement District Construction Tracking - early April

Amount

Series 2018 Bond Issue		
Original Construction Fund - Not To Exceed	\$	25,000,000.00
Additions (Interest, Transfers from DSR, etc.)	Ψ	13,884.57
Cumulative Draws Through Prior Month		(8,848,769.92)
		========
Construction Funds Available	\$	16,165,114.65
Requisitions This Month		
		========
Total Requisitions This Month	\$	-
		========
Construction Funds Remaining	\$	16,165,114.65
Committed Funding		
Lake Nona Nemours Parkway West and Lift Station No. 10 – Jon M. Hall Company	\$	(986,521.51)
Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way – Traffic Control D		(40,025.00)
•		
Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way – Jon M. Hall Com	μ	(132,054.00)
Nemours Parkway & Lake Nona Boulevard - Traffic Control Devices		(99,845.30)
Lake Nona Medical City Drive Phase 2 – Bids Due April 6, 2018		-
Total Committed Funding	\$	(1,258,445.81)
Net Uncommitted		14,906,668.84

Boggy Creek Improvement District FY 2019 Cash Flow Analysis

	Beg. Cash	FY18 Inflows	FY18 Outflows	FY19 Inflows	FY19 Outflows	End. Cash
10/1/2018	78,082.40	14,418.01	(29,702.34)	304,920.95	(58,290.28)	309,428.74
11/1/2018	309,428.74		(873.50)	8,476.75	(12,010.78)	305,021.21
12/1/2018	305,021.21	2,650.71	(10,720.60)	22,112.34	(111,656.27)	207,407.39
1/1/2019	207,407.39		77	64,405.97	(82,263.20)	189,550.16
2/1/2019	189,550.16			158,727.97	(83,538.65)	264,739.48
3/1/2019	264,739.48	ang panamanan di kabandarah Kabandarah di Kabandarah		17,337.39	(76,939.42)	205,137.45
4/1/2019	205,137.45				(196.25)	204,941.20 as of 04/03/2019
	FY 19 Totals	17.069.73	(41 206 44)	F7F 001 27	(424.004.05)	
	LI TA LOCAIS	17,068.72	(41,296.44)	575,981.37	(424,894.85)	