

Boggy Creek Improvement District

12051 Corporate Boulevard Orlando, FL 32817; Phone: 407-382-3256

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 Monday, November 19, 2018 at the Lake Nona Lakehouse, 13623 Sachs Ave., 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 October 16, 2018 Board of Supervisors’ Meeting**
(provided under separate cover)

Business Matters

2. **Consideration of Property Insurance Proposal for Hardscape Items**
3. **Consideration of FY 2018 Audit Engagement Letter**
4. **Consideration of OUC Water Easement Agreement** *(provided under separate cover)*
5. **Consideration of Amended and Restated Easement Agreement** *(provided under separate cover)*
6. **Consideration of OUC Service Agreement for Lighting Service Monument Lighting**
7. **Consideration of Resolution 2019-01, Amending the FY 2018 Budget** *(provided under separate cover)*
8. **Ratification of Requisition Nos. 2018-20 – 2018-29 Approved in October 2018 in an amount totaling \$877,681.31**
9. **Ratification of Operation and Maintenance Expenditures Paid in October 2018 in an amount totaling \$87,992.62**
10. **Recommendation of Work Authorizations/Proposed Services** *(if applicable)*
11. **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. Irrigation Specialist
- B. Audience Comments, Supervisor Requests

Adjournment

BOGGY CREEK IMPROVEMENT DISTRICT

**Minutes of the October 16, 2018
Board of Supervisors' Meeting**
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

Property Insurance for Hardscape Items



Florida
Insurance
Alliance™



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Boggy Creek Improvement District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

About FIA

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

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 650 public entity members.

Competitive Advantage

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

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

How are FIA Members Protected?

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

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

What Are Members Responsible For?

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

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

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

Quotation being provided for:

Boggy Creek Improvement District
c/o Fishkind & Associates, Inc
12051 Corporate Blvd,
Orlando, FL 32817

Term: October 1, 2018 to October 1, 2019

Quote Number: 100118267

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$425,000
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$10,712

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

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

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	2%	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	\$2,500	Included
Flood	\$2,500*	Included
Boiler & Machinery		Included
TRIA		Not Included

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

TOTAL PROPERTY PREMIUM

\$3,332

Extensions of Coverage

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

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

	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
	Z	Ingress / Egress	45 Consecutive Days
	AA	Lock and Key Replacement	\$2,500 any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Civil or Military Authority	45 Consecutive days and one mile
	Section II B1	Business Income	\$1,000,000 in any one occurrence
	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence
	FIA 120	Active Assailant(s)	\$1,000,000 in any one occurrence

CRIME COVERAGE

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

AUTOMOBILE COVERAGE

COVERAGES	SYMBOL	LIMIT	DEDUCTIBLE
LIABILITY	N/A	Not Included	Not Included
HIRED NON OWNED LIABILITY	8,9	\$1,000,000	\$0
PERSONAL INJURY PROTECTION	5	STATUTORY	\$0
AUTO MEDICAL PAYMENTS	N/A	Not Included	Not Included
UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS	N/A	Not Included	Not Included
AUTO PHYSICAL DAMAGE	N/A	Not Included	Not Included

Symbol 8, 9 Hired Non-Owned Autos only

GENERAL LIABILITY COVERAGE (Occurrence Basis)

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

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

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

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

Cyber Liability sublimit included under POL/EPLI

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



PREMIUM SUMMARY

Boggy Creek Improvement District
c/o Fishkind & Associates, Inc
12051 Corporate Blvd,
Orlando, FL 32817

Term: October 1, 2018 to October 1, 2019

Quote Number: 100118267

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$3,322
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,687
Public Officials and Employment Practices Liability	\$3,250
TOTAL PREMIUM DUE	\$10,259

IMPORTANT NOTE

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

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

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2018, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

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

Boggy Creek Improvement District

(Name of Local Governmental Entity)

By: _____
Signature Print Name

Witness By: _____
Signature Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2018

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

Boggy Creek Improvement District
c/o Fishkind & Associates, Inc
12051 Corporate Blvd,
Orlando, FL 32817

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
- 2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
- 3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
- 4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
- 5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
- 6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- | | |
|---|-----------------------------------|
| <input type="checkbox"/> Building and Content TIV | Not Included |
| <input checked="" type="checkbox"/> Inland Marine | \$10,712 As per schedule attached |
| <input type="checkbox"/> Auto Physical Damage | Not Included |
| <input checked="" type="checkbox"/> I reject TRIA (Terrorism Risk Insurance Act) coverage | |

Signature: _____ Date: _____

Name: _____

Title: _____



**Florida
Insurance
Alliance™**

Property Schedule

Boggy Creek Improvement District

Schedule Items Effective As of: 10/01/2018

Policy No.: 100118267

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built Const Type	Eff. Date		Building Value		Total Insured Value
				Term Date		Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
1	Decorative Monuments (2)		Masonry Non - Combustible	10/01/2018				\$100,000
	Lake Nona Blvd. (Near Boggy Creek Rd.) Orlando FL 32827			10/01/2019		\$100,000		
	Simple hip			Asphalt shingles				
Unit #	Description Address		Year Built Const Type	Eff. Date		Building Value		Total Insured Value
				Term Date		Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
2	Decorative Monuments (2)		Masonry Non- Combustible	10/01/2018				\$100,000
	Lake Nona Blvd. (Near Nemours Pkwy) Orlando FL 32827			10/01/2019		\$100,000		
Unit #	Description Address		Year Built Const Type	Eff. Date		Building Value		Total Insured Value
				Term Date		Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
3	Decorative Monuments (2)		Masonry Non- Combustible	10/01/2018				\$50,000
	Lake Nona Blvd. (Near Lake Nona Gateway Blvd. Orlando FL 32827			10/01/2019		\$50,000		
Unit #	Description Address		Year Built Const Type	Eff. Date		Building Value		Total Insured Value
				Term Date		Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
4	Median Hardscapes		Masonry Non- Combustible	10/01/2018				\$50,000
	Lake Nona Blvd. Orlando FL 32827			10/01/2019		\$50,000		
Unit #	Description Address		Year Built Const Type	Eff. Date		Building Value		Total Insured Value
				Term Date		Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
5	Knee Walls		Masonry Non- Combustible	10/01/2018				\$50,000
	Lake Nona Blvd. Orlando FL 32827			10/01/2019		\$50,000		
Unit #	Description Address		Year Built Const Type	Eff. Date		Building Value		Total Insured Value
				Term Date		Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt	
6	Fencing with Column Features		Non-Combustible	10/01/2018				\$75,000
	Lake Nona Blvd. Orlando FL 32827			10/01/2019		\$75,000		
			Total:	Building Value		Contents Value		Insured Value
						\$425,000		\$425,000



Florida
Insurance
Alliance™

Inland Marine Schedule

Boggy Creek Improvement District

Schedule Items Effective As of: 10/01/2018

Policy No.: 100118267
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department	Serial Number	Classification Code	Eff. Date	Value	Deductible
	Description			Term Date		
1	Distributed Antenna Systems (DAS) Equipment		Electronic data processing equipment	10/01/2018	\$10,712	\$1,000
				10/01/2019		
				Total	\$10,712	

Sign: _____

Print Name: _____

Date: _____

**BOGGY CREEK
IMPROVEMENT DISTRICT**

FY 2018 Audit Engagement Letter



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

October 22, 2018

To Board of Supervisors
Boggy Creek Improvement District
12051 Corporate Blvd.
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Boggy Creek Improvement District, Orange County, Florida ("the District") for the fiscal year ended September 30, 2018. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Boggy Creek Improvement District as of and for the fiscal year ended September 30, 2018. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2018 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We acknowledge that the District must submit its annual Audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year. Accordingly, we will deliver a draft audit to the District no later than April 30, 2019. All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2018 must be provided to us no later January 31, 2019, in order for us to deliver a draft audit to the District no later than April 30, 2019.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute

the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

The auditor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, the auditor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the auditor must:

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

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JENNIFER WALDEN, C/O FISHKIND & ASSOCIATES, INC., 12051 CORPORATE BLVD., ORLANDO, FL 32817, 407-382-3256, jenniferw@fishkind.com.

Our fee for these services will not exceed \$3,900 for the September 30, 2018 audit. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Boggy Creek Improvement District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Boggy Creek Improvement District.

By: _____

Title: _____

Date: _____



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in black ink, reading "Anita Ford", written over a horizontal line.

Anita Ford, Chair
AICPA Peer Review Board
2016

BOGGY CREEK IMPROVEMENT DISTRICT

OUC Water Easement Agreement
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

Amended and Restated Easement Agreement
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

**OUC Service Agreement for Lighting Service
Monument Lighting**



SERVICE AGREEMENT FOR LIGHTING SERVICE MONUMENT LIGHTING

This Agreement is entered into this _____ day of _____, 20__, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 and **BOGGY CREEK IMPROVEMENT DISTRICT** whose address is 12051 Corporate Blvd, Orlando, FL 32817, for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. "BILLING CYCLE" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
2. "CUSTOMER" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.
3. "FORCE MAJEURE EVENT" means any event beyond OUC's reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.
4. "INSTALLATION DATE" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.
5. "LIGHTING EQUIPMENT" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
6. "LIGHTING SERVICE" shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.

7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.
- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, 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.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.

- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.
- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. 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.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, 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 OUC or the applicable taxing authority(ies).

- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting 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.
- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the "Term") shall be for twenty (20) years, and thereafter shall automatically renew for successive terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, which ever occurs first, and shall terminate at the end Two Hundred Forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation

Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.

- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge, until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.
- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting

Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.

- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

- 6.1 Governing Law: The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 Notices: All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Attention: Office of The General Counsel

If to Customer:

Attention: _____

- 6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any

and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.

- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
 - 1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 - 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 - 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 - 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
- 7. 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 injury 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.

BOGGY CREEK IMPROVEMENT DISTRICT

Federal ID# 10-0579019

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES: BOGGY CREEK IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida
Print Name: _____

ORLANDO UTILITIES COMMISSION

By: _____

Name: Clint Bullock
Title: General Manager/CEO

Date: _____

ATTEST: By: _____
Name: Elizabeth M. Mason
Title: Assistant Secretary

WITNESSES:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida
Print Name: _____

EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge:

Capital Investment	\$ 86.85
Maintenance	\$ 32.76
<u>Fuel and Energy</u>	<u>\$ 23.08</u>
Total	*** \$142.69

Upfront Payment \$0.00

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

*** 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 Exhibit 2.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

(12ea) 85w LED Floodlight / OUC # 036-23178

All associated poles, fixtures, parts, wires, photocells, and controllers

CUSTOMER Installed Lighting Equipment:

The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.

PHASED INSTALLATION PLAN

All at once

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>

LEGAL DESCRIPTION OF THE PROPERTY

“Within the Public Right-of-Way of Lake Nona Boulevard, Orange County, Florida.”

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name:	Monument Lighting
Premise Address:	Lake Nona Blvd
City, State, Zip:	Orlando, FL
Premise Number	

BILLING INFORMATION

Billing Contact Name:	
Billing Address:	
City, State, Zip:	
Billing Contact Name:	
Billing Contact Phone:	
Federal Tax ID:	10-0579019

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number:	2562183178
Work Request No:	653308
Comments:	

Certificate of Completion (Exhibit 2)

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

Investment _____; Maintenance; _____; Fuel & Energy _____.

Original Lighting System Poles & Fixtures and Installation Scope:

(Original Streetlight Fixture/Pole type/quantity listed here)

As-built Lighting System Poles & Fixtures and Installation Scope:

(As-built Streetlight Fixture/Pole type/quantity listed here)

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature Date

Authorized Customer Representative; Printed Name & Signature Date _____

BOGGY CREEK IMPROVEMENT DISTRICT

**Resolution 2019-01,
Amending the FY 2018 Budget**
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

**Requisition Nos. 2018-20 – 2018-29
Approved in October 2018 in an amount
totaling \$877,681.31**

BOGGY CREEK IMPROVEMENT DISTRICT

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 October 1, 2018 through October 31, 2018. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2018-20	Boggy Creek Improvement District	\$250.00
2018-21	Ferguson Enterprises	\$3,982.00
2018-22	Vanasse Hangen Brustlin	\$2,469.20
2018-23	Boggy Creek Improvement District	\$74.17
2018-24	Ferguson Enterprises	\$3,450.00
2018-25	Donald W. McIntosh Associates	\$5,766.44
2018-26	Hopping Green & Sams	\$636.00
2018-27	Dix.Hite + Partners	\$136.00
2018-28	Donald W. McIntosh Associates	\$18,420.32
2018-29	Jon M Hall Company	\$842,497.18
		\$877,681.31

EXHIBIT D

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

DATE:	September 14, 2018	REQUISITION NO:	2018-020
PAYEE:	Boggy Creek Improvement District	AMOUNT DUE:	\$250.00
ADDRESS:	c/o Fishkind & Associates 12051 Corporate Boulevard Orlando, FL 32817	FUND:	Acquisition/Construction
ITEM:	Reimbursement to District for an Engineering Plan Review Fee and a Maintenance of Traffic Fee for Lake Nona Boulevard Traffic Signal Modifications and Turn Lane Project Paid to City of Orlando Out of O&M Funds		

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.

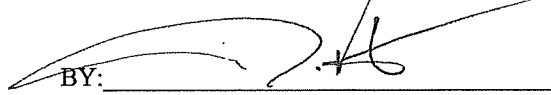
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The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

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

BY: 
CHAIRMAN or 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 ENGINEER

Jeffrey S. Newton, P.E.

EXHIBIT D

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

DATE:	September 14, 2018	REQUISITION NO:	2018-021
PAYEE:	Ferguson Waterworks	AMOUNT DUE:	\$3,982.00
ADDRESS:	PO Box 100286 Atlanta, GA 30384-0286	FUND:	Acquisition/Construction
ITEM:	Invoice 1625329 for Construction Materials Through 08/31/2018		

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.

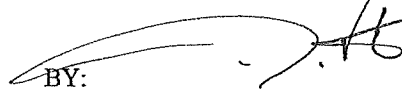
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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN
Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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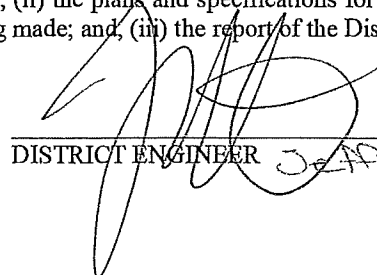
BY:  9/21/18
DISTRICT ENGINEER *Jeffrey J. Newton, P.E.*

EXHIBIT D

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

DATE:	September 14, 2018	REQUISITION NO:	2018-022
PAYEE:	Vanasse Hangen Brustlin	AMOUNT DUE:	\$2,469.20
ADDRESS:	101 Walnut Street PO Box 9151 Watertown, MA 02471	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">• Invoice 268394 for Project 63084.02 (Lake Nona Blvd at Tavistock & Veterans Way Signal Construction Administration Services) Through 07/14/2018 – \$1,699.20• Invoice 268396 for Project 63084.04 (Lake Nona Blvd at Helios Blvd. Traffic Signal Design) Through 07/14/2018 – \$770.00		

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.

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN
Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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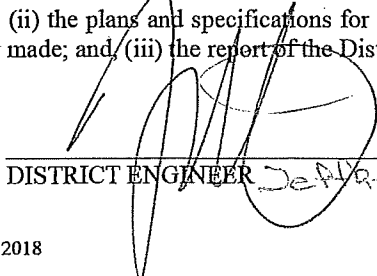
BY:  9/21/18
DISTRICT ENGINEER *Jeffrey J. Newton, P.E.*

EXHIBIT D

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

DATE:	September 21, 2018	REQUISITION NO:	2018-023
PAYEE:	Boggy Creek Improvement District	AMOUNT DUE:	\$74.17
ADDRESS:	c/o Fishkind & Associates 12051 Corporate Boulevard Orlando, FL 32817	FUND:	Acquisition/Construction
ITEM:	Reimbursement to District for Construction-Related Legal Advertising, Split Between Boggy Creek, Greeneway, and Myrtle Creek, Paid to Orlando Sentinel Out of O&M Funds		

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.

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 

DISTRICT ENGINEER

Jeffrey J. Newton, P.E.

EXHIBIT D

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

DATE:	September 21, 2018	REQUISITION NO:	2018-024
PAYEE:	Ferguson Waterworks	AMOUNT DUE:	\$3,450.00
ADDRESS:	PO Box 100286 Atlanta, GA 30384-0286	FUND:	Acquisition/Construction
ITEM:	Invoice 1626725 for Construction Materials Through 08/24/2018		

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.

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 

DISTRICT ENGINEER *Jeffrey J. Newton, P.E.* 9/25/18

EXHIBIT D

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

DATE:	September 28, 2018	REQUISITION NO:	2018-025
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$5,766.44
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	Invoice 35641 for Project 23218 (Lake Nona Boggy Creek) Through 09/07/2018 – \$5,766.44		

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.

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 

DISTRICT ENGINEER

Jeffrey D. Newton, P.E.

EXHIBIT D

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

DATE:	September 28, 2018	REQUISITION NO:	2018-026
PAYEE:	Hopping Green & Sams	AMOUNT DUE:	\$636.00
ADDRESS:	119 S. Monroe Street, Ste. 300 PO Box 6526 Tallahassee, FL 32314	FUND:	Acquisition/Construction
ITEM:	Invoice 102805 for Project Construction Through 08/31/2018 – \$636.00		

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.

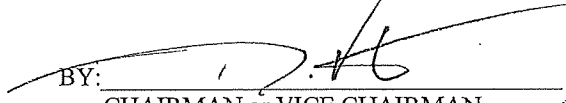
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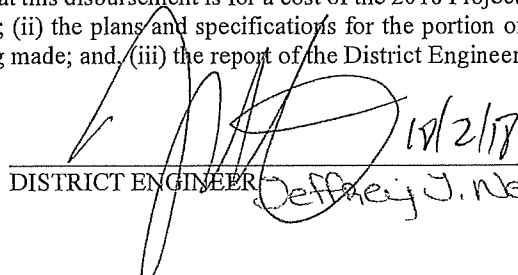
BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN
Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:


DISTRICT ENGINEER

Jeffrey J. Newton P.E.

EXHIBIT D

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

DATE:	October 5, 2018	REQUISITION NO:	2018-027
PAYEE:	Dix.Hite + Partners	AMOUNT DUE:	\$136.00
ADDRESS:	150 West Jessup Avenue Longwood, FL 32750	FUND:	Acquisition/Construction
ITEM:	Invoice 1809078 for Project 21646.4 (Boggy Creek Nemours Pkwy Phase 7) Through 09/21/2018		

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.

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 

DISTRICT ENGINEER

Jeffrey J. Newton, P.E.

EXHIBIT D

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

DATE:	October 5, 2018	REQUISITION NO:	2018-028
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$18,420.32
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">• Invoice 35710 for Project 13031 (Lake Nona Road Southern Section Roadway Design Services Per Revised Contract Dated February 18, 2013) Through 09/07/2018 – \$1,096.00• Invoice 35713 for Project 16106 (Nemours Parkway Phase 7 Design and Permitting and Lift Station No. 7) Through 09/07/2018 – \$340.00• Invoice 35715 for Project 16193 (Lake Nona Town Center Parcel 22A Perimeter Road, Lift Station 10 and Forcemain) Through 09/07/2018 – \$16,984.32		

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.

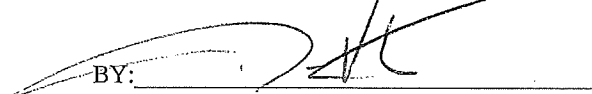
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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN
Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:


DISTRICT ENGINEER

RECEIVED OCT 18 2018

EXHIBIT D

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

DATE:	October 5, 2018	REQUISITION NO:	2018-029
PAYEE:	Jon M Hall Company	AMOUNT DUE:	\$842,497.18
ADDRESS:	1920 Boothe Circle, Suite 230 Longwood, FL 32750	FUND:	Acquisition/Construction
ITEM:	Pay Application #8 for Project 18007 (Lake Nona Nemours Pkwy West & Lift Station) Through 09/30/2018		

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.

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 

DISTRICT ENGINEER

Jeffrey J. Newton, P.E.

BOGGY CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures
Paid in October 2018 in an amount
totaling \$87,992.62**

BOGGY CREEK IMPROVEMENT DISTRICT

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 October 1, 2018 through October 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **\$87,992.62**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Boggy Creek Improvement District
AP Check Register (Current by Bank)
 Check Dates: 10/1/2018 to 10/31/2018

Check No.	Date	Status	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3264	10/03/18	P	DONMC	Donald W. McIntosh Associates	\$671.00
3265	10/03/18	P	EGIS	Egis Insurance Advisors LLC	\$6,986.00
3266	10/03/18	P	HGS	Hopping Green & Sams	\$2,402.67
3267	10/10/18	P	VALLEY	BrightView Landscape Services	\$5,818.50
3268	10/10/18	P	DEO	Dept. of Economic Opportunity	\$175.00
3269	10/10/18	P	FISH	Fishkind & Associates, Inc.	\$7,500.00
3270	10/10/18	P	HTFL	Hathaway's Tree Farm & Landsca	\$2,400.00
3271	10/10/18	P	MLM	Michael's Lighting Maint.	\$354.25
3272	10/10/18	P	JOHNDE	SiteOne Landscape Supply	\$1,210.53
3273	10/10/18	P	VENTUR	VenturesIn.com	\$105.00
3274	10/19/18	P	VALLEY	BrightView Landscape Services	\$17,958.00
3275	10/24/18	P	CAROL	Carol King Landscape Maint.	\$20,429.00
3276	10/24/18	P	FISH	Fishkind & Associates, Inc.	\$4,715.89
3277	10/24/18	P	RLEVEY	Richard Levey	\$200.00
3278	10/24/18	P	TCZAPK	Thaddeus Czapka	\$200.00
BANK SUN REGISTER TOTAL:					\$71,125.84
GRAND TOTAL :					\$71,125.84

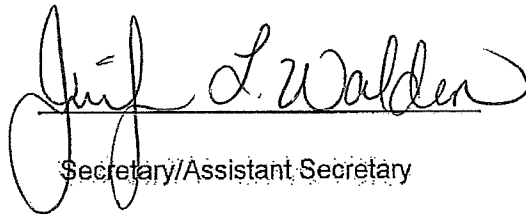
71,125.84
 OUC 9,074.16
 7,792.62
 87,992.62

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #370

9/28/2018

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates Engineering Services Through 09/07/2018	35640	\$ 671.00
2	Egis Insurance & Risk Advisors FY 2019 Insurance	8022	\$ 6,986.00
3	Hopping Green & Sams General Counsel Through 08/31/2018	102804	\$ 2,402.67
TOTAL			\$ 10,059.67


Secretary/Assistant Secretary

Chairperson


9/29/18

RECEIVED OCT 01 2018

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #371

10/5/2018

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	BrightView Landscape Services			
	Controller #11 Repair	5964222	\$ 87.00	FY 2018
	Irrigation Repairs	5964226	\$ 485.00	FY 2018
	Irrigation Repairs	5964227	\$ 485.00	FY 2018
	Irrigation Repairs	5964228	\$ 513.75	FY 2018
	Irrigation Repairs	5964229	\$ 341.25	FY 2018
	Removal of Zoysia and Turf Lowering	5972577	\$ 1,590.00	FY 2018
	Penta Installation	5980403	\$ 2,316.50	FY 2018
2	Department of Economic Opportunity			
	FY 2019 Special District Fee	72233	\$ 175.00	FY 2019
3	Fishkind & Associates			
	FY 2019 Assessment Administration	23463	\$ 7,500.00	FY 2019
4	Hathaway's Tree Farm & Landscaping			
	Tree Staking	8333	\$ 2,400.00	FY 2018
5	Michael's Lighting & Electric			
	Night Lighting Check 09/29/2018	6898	\$ 81.25	FY 2018
	Interchange Lighting Replacements	6920	\$ 273.00	FY 2019
6	OUC <i>pd online 10/9/18</i>			
	Acct: 2562183178 ; Service 08/02/18 - 09/04/18	--	\$ 9,074.16	FY 2018
7	SiteOne Landscape Supply			
	Landscaping Supplies	87849676	\$ 1,210.53	FY 2018
8	VenturesIn.com			
	October Application Hosting	44028	\$ 105.00	FY 2019

TOTAL \$ 26,637.44

[Signature]
10/6/18 *[Signature]*
Secretary/Assistant Secretary

Chairperson

FY 2018

18,584.44

FY 2019

8,053.00

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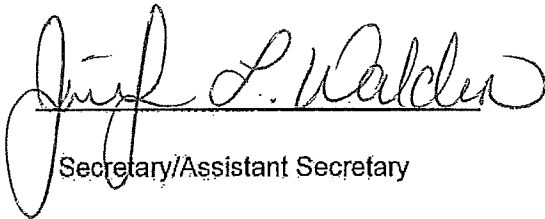
BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #372

10/12/2018


Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	BrightView Landscape Services October Landscape Maintenance	5977959	\$ 17,958.00	FY 2019
2	OUC pd online 10/19/18 Acct: 2562183178 ; Service 09/04/2018 - 10/02/2018	--	\$ 7,792.62	FY 2018

TOTAL \$ 25,750.62


Secretary/Assistant Secretary

Chairperson

FY 2018	7,792.62
FY 2019	17,958.00


10/15/18

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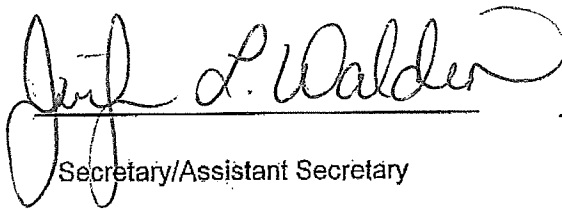
BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #373

10/19/2018

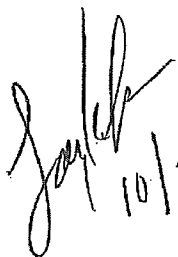
Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Carol King Landscape Maintenance October ICM Landscape Maintenance	163060	\$ 20,429.00	FY 2019
2	Fishkind & Associates Reimbursables: September 2018	23491	\$ 251.61	FY 2018
	DM Fee & Reimbursables: October 2018	23491	\$ 4,464.28	FY 2019
3	Supervisor Fees - 10/16/2018 Meeting Richard Levey	—	\$ 200.00	FY 2019
	Thad Czapka	—	\$ 200.00	FY 2019

TOTAL \$ 25,544.89


Secretary/Assistant Secretary

Chairperson

FY 2018 251.61
FY 2019 25,293.28


10/21/18

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BOGGY CREEK IMPROVEMENT DISTRICT

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

BOGGY CREEK IMPROVEMENT DISTRICT

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

Boggy Creek Improvement District**Statement of Activities**

As of 10/31/2018

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Revenues</u>					
Off-Roll Assessments	\$406,447.46				\$406,447.46
Inter-Fund Transfers In	74.17				74.17
Other Assessments		\$1,252,021.30			1,252,021.30
Other Income & Other Financing Sources		889.16			889.16
Inter-Fund Group Transfers In		29,081.98			29,081.98
Other Income & Other Financing Sources			\$10,225.37		10,225.37
Inter-Fund Transfers In			(29,156.15)		(29,156.15)
Total Revenues	<u>\$406,521.63</u>	<u>\$1,281,992.44</u>	<u>(\$18,930.78)</u>	<u>\$0.00</u>	<u>\$1,669,583.29</u>
<u>Expenses</u>					
Supervisor Fees	\$400.00				\$400.00
Public Officials' Liability Insurance	3,250.00				3,250.00
Trustee Services	1,571.35				1,571.35
Management	3,125.00				3,125.00
Assessment Administration	7,500.00				7,500.00
Legal Advertising	1,253.86				1,253.86
Web Site Maintenance	105.00				105.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	3,687.00				3,687.00
Property & Casualty	49.00				49.00
Irrigation	1,869.00				1,869.00
Landscaping Maintenance & Material	17,958.00				17,958.00
IME - Landscaping	6,639.42				6,639.42
IME - Lighting	88.72				88.72
Legal Advertising			\$85.42		85.42
Contingency			1,995.00		1,995.00
Total Expenses	<u>\$47,671.35</u>	<u>\$0.00</u>	<u>\$2,080.42</u>	<u>\$0.00</u>	<u>\$49,751.77</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$0.90				\$0.90
Interest Income		\$76.13			76.13
Interest Income			\$0.17		0.17
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.90</u>	<u>\$76.13</u>	<u>\$0.17</u>	<u>\$0.00</u>	<u>\$77.20</u>
Change In Net Assets	\$358,851.18	\$1,282,068.57	(\$21,011.03)	\$0.00	\$1,619,908.72
Net Assets At Beginning Of Year	<u>(\$31,704.70)</u>	<u>\$4,412,579.42</u>	<u>(\$1,321,964.11)</u>	<u>\$0.00</u>	<u>\$3,058,910.61</u>
Net Assets At End Of Year	<u><u>\$327,146.48</u></u>	<u><u>\$5,694,647.99</u></u>	<u><u>(\$1,342,975.14)</u></u>	<u><u>\$0.00</u></u>	<u><u>\$4,678,819.33</u></u>

Boggy Creek Improvement District
Statement of Financial Position
As of 10/31/2018

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$309,428.74				\$309,428.74
State Board of Administration	1,251.22				1,251.22
Due From Other Funds	85.42				85.42
Due From Other Governmental Units	14,822.88				14,822.88
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		405,573.96			405,573.96
Revenue Series 2013		1,304,709.87			1,304,709.87
Interest Series 2018		30,332.91			30,332.91
General Checking Account			\$12,625.58		12,625.58
Accounts Receivable			500.00		500.00
Acquisition/Construction Series 2013			4,748.58		4,748.58
Acquisition/Construction Series 2018			9,982.49		9,982.49
Interest Receivable			0.18		0.18
Total Current Assets	\$329,888.98	\$5,694,647.99	\$27,856.83	\$0.00	\$6,052,393.80
<u>Investments</u>					
Amount Available in Debt Service Funds				\$5,694,647.99	\$5,694,647.99
Amount To Be Provided				70,220,352.01	70,220,352.01
Total Investments	\$0.00	\$0.00	\$0.00	\$75,915,000.00	\$75,915,000.00
Total Assets	\$329,888.98	\$5,694,647.99	\$27,856.83	\$75,915,000.00	\$81,967,393.80
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$2,742.50				\$2,742.50
Accounts Payable			\$923,089.48		923,089.48
Retainage Payable			447,657.07		447,657.07
Due To Other Funds			85.42		85.42
Total Current Liabilities	\$2,742.50	\$0.00	\$1,370,831.97	\$0.00	\$1,373,574.47
<u>Long Term Liabilities</u>					
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	\$2,742.50	\$0.00	\$1,370,831.97	\$75,915,000.00	\$77,288,574.47
<u>Net Assets</u>					
Net Assets, Unrestricted	(\$31,704.70)				(\$31,704.70)
Current Year Net Assets, Unrestricted	358,851.18				358,851.18
Net Assets, Unrestricted		\$4,412,579.42			4,412,579.42
Current Year Net Assets, Unrestricted		1,282,068.57			1,282,068.57
Net Assets, Unrestricted			(\$1,321,964.11)		(1,321,964.11)
Current Year Net Assets, Unrestricted			(21,011.03)		(21,011.03)
Total Net Assets	\$327,146.48	\$5,694,647.99	(\$1,342,975.14)	\$0.00	\$4,678,819.33
Total Liabilities and Net Assets	\$329,888.98	\$5,694,647.99	\$27,856.83	\$75,915,000.00	\$81,967,393.80

Boggy Creek Improvement District
Budget to Actual
For the Month Ending 10/31/2018

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Revenues</u>				
Off-Roll Assessments	\$ 406,447.46	\$ 67,741.23	\$ 338,706.23	\$ 812,894.77
Net Revenues	\$ 406,447.46	\$ 67,741.23	\$ 338,706.23	\$ 812,894.77
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 400.00	\$ 400.00	\$ -	\$ 4,800.00
Financial & Administrative				
Public Officials' Liability Insurance	3,250.00	297.92	2,952.08	3,575.00
Trustee Services	1,571.35	166.67	1,404.68	2,000.00
Management	3,125.00	3,125.00	-	37,500.00
Engineering	-	833.33	(833.33)	10,000.00
Dissemination Agent	-	416.67	(416.67)	5,000.00
District Counsel	-	2,500.00	(2,500.00)	30,000.00
Assessment Administration	7,500.00	625.00	6,875.00	7,500.00
Audit	-	325.00	(325.00)	3,900.00
Arbitrage Calculation	-	100.00	(100.00)	1,200.00
Travel and Per Diem	-	41.67	(41.67)	500.00
Telephone	-	20.83	(20.83)	250.00
Postage & Shipping	-	25.00	(25.00)	300.00
Copies	-	208.33	(208.33)	2,500.00
Legal Advertising	1,253.86	250.00	1,003.86	3,000.00
Bank Fees	-	4.17	(4.17)	50.00
Miscellaneous	-	83.33	(83.33)	1,000.00
Web Site Maintenance	105.00	104.17	0.83	1,250.00
Dues, Licenses, and Fees	175.00	14.58	160.42	175.00
Total General & Administrative Expenses	\$ 17,380.21	\$ 9,541.67	\$ 7,838.54	\$ 114,500.00

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 10/31/2018

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Field Operations Expenses</u>				
Electric Utility Services				
Electric	\$ -	\$ 166.67	\$ (166.67)	\$ 2,000.00
Entry Lighting	-	41.67	(41.67)	500.00
Water-Sewer Combination Services				
Water Reclaimed	-	2,916.67	(2,916.67)	35,000.00
Other Physical Environment				
General Insurance	3,687.00	337.50	3,349.50	4,050.00
Property & Casualty	49.00	8.33	40.67	100.00
Other Insurance	-	41.67	(41.67)	500.00
Irrigation	1,869.00	2,500.00	(631.00)	30,000.00
Landscaping Maintenance & Material	17,958.00	17,958.00	-	215,496.00
Landscape Improvements	-	3,958.67	(3,958.67)	47,504.00
Tree Trimming	-	3,333.33	(3,333.33)	40,000.00
Hurricane Cleanup	-	1,666.67	(1,666.67)	20,000.00
Contingency	-	2,500.00	(2,500.00)	30,000.00
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	-	287.08	(287.08)	3,445.00
IME - Irrigation	-	2,708.33	(2,708.33)	32,500.00
IME - Landscaping	6,639.42	6,639.43	(0.01)	79,673.10
IME - Lighting	88.72	1,666.67	(1,577.95)	20,000.00
IME - Water Reclaimed	-	270.83	(270.83)	3,250.00
Road & Street Facilities				
Entry and Wall Maintenance	-	833.33	(833.33)	10,000.00
Streetlights	-	6,833.33	(6,833.33)	82,000.00
Parks & Recreation				
Personnel Leasing Agreement	-	1,666.67	(1,666.67)	20,000.00
Reserves				
Infrastructure Capital Reserve	-	1,680.56	(1,680.56)	20,166.67
Interchange Maintenance Reserve	-	196.67	(196.67)	2,360.00
Total Field Operations Expenses	\$ 30,291.14	\$ 58,212.06	\$ (27,920.92)	\$ 698,544.77
 Total Expenses	 \$ 47,671.35	 \$ 67,753.73	 \$ (20,082.38)	 \$ 813,044.77
 Income (Loss) from Operations	 \$ 358,776.11	 \$ (12.50)	 \$ 358,788.61	 \$ (150.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 0.90	\$ 12.50	\$ (11.60)	\$ 150.00
Total Other Income (Expense)	\$ 0.90	\$ 12.50	\$ (11.60)	\$ 150.00
 Net Income (Loss)	 \$ 358,777.01	 \$ -	 \$ 358,777.01	 \$ -

Boggy Creek Improvement District

FY 2018

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)	482.00	(2,313.11)	306,724.13 as of 11/10/2018
		14,418.01	(30,575.84)	305,402.95	(60,603.39)	

As of 11/10/2018

**Boggy Creek Improvement District
Construction Tracking - mid-November**

	Amount
Series 2018 Bond Issue	
Original Construction Fund - Not To Exceed	\$ 25,000,000.00
Additions (Interest, Transfers from DSR, etc.)	9,982.49
Cumulative Draws Through Prior Month	(5,126,252.96)
	=====
Construction Funds Available	\$ 19,883,729.53
Requisitions This Month	
Requisition 2018-037: Dix.Hite + Partners	\$ (77.50)
Requisition 2018-038: Donald W. McIntosh Associates	(21,229.40)
Requisition 2018-039: Jon M Hall Company	(741,694.22)
Requisition 2018-040: Greeneway Improvement District	(2,076.10)
Requisition 2018-041: Hopping Green & Sams	(1,668.50)
	=====
Total Requisitions This Month	\$ (766,745.72)
	=====
Construction Funds Remaining	\$ 19,116,983.81
Committed Funding	
Lake Nona Nemours Parkway West and Lift Station No. 10 – Jon M. Hall Company	\$ (3,771,775.24)
Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way – Traffic Control De	(40,025.00)
Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way – Jon M. Hall Comp	(132,054.00)
Lake Nona Medical City Drive Phase 2 – Bids Due April 6, 2018	-
	=====
Total Committed Funding	\$ (3,943,854.24)
	=====
Net Uncommitted	15,173,129.57