

Boggy Creek Improvement District

12051 Corporate Boulevard Orlando, FL 32817; Phone: 407-723-5900

www.boggycreekid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at **3:30 p.m. on Tuesday, September 17, 2019 at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

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

Phone: 1-866-398-2885

Participant Code: 275521

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
 1. **Consideration of the Minutes of the August 20, 2019 Board of Supervisors' Meeting**
 2. **Consideration of Resolution 2019-09, Approving an Annual Meeting Schedule for Fiscal Year 2020**

Business Matters

3. **Consideration of FY 2019 Audit Engagement Letter**
4. **Consideration of OUC Master Lighting Installation, Upgrade and Service Agreement – Nemours Parkway West**
5. **Ratification of Operation and Maintenance Expenditures Paid in August 2019 in an amount totaling \$74,080.01**
6. **Recommendation of Work Authorizations/Proposed Services *(if applicable)***
7. **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
- B. Audience Comments, Supervisor Requests

Adjournment



BOGGY CREEK IMPROVEMENT DISTRICT

**Minutes of the August 20, 2019
Board of Supervisors' Meeting**

BOGGY CREEK IMPROVEMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Boggy Creek Improvement District was called to order on Tuesday, August 20, 2019 at 4:00 p.m. at Lake Nona Lakehouse, 13623 Sachs Avenue, Orlando, FL 32827. Members listed below constituted a quorum.

Richard Levey
Heather Isaacs
Thad Czapka

Chair
Assistant Secretary
Assistant Secretary

Also, attending:

Jennifer Walden
Lynne Mullins
Tucker Mackie
Jeff Newton
Larry Kaufmann
Scott Thacker

PFM
PFM
Hopping Green & Sams
Donald W. McIntosh Associates
Construction Supervisor
Landscape Supervisor

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey called for any public comments on any agenda items.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the June 18, 2019 Board of Supervisors' Meeting

Board Members reviewed the minutes from the June 18, 2019 Board of Supervisors' Meeting.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the June 18, 2019 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Consideration of OUC Master Lighting Installation, Upgrade and Service Agreement– Tabled

This item was tabled by the Board.

FIFTH ORDER OF BUSINESS

- Consideration of District
Website/ADA Auditing
Services Proposals**
- a) ADA Site Compliance**
 - b) Campus Suite**
 - c) Community XS**
 - d) V Global Tech**

Ms. Walden stated we have briefly touched on this before and we received four proposals. The current vendor is Community XS. The Board reviewed and discussed the different proposals.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Website/ADA Auditing Services with V Global Tech, subject to the Chair working with District staff to finalize the agreement.

SIXTH ORDER OF BUSINESS

- Public Hearing on the
Adoption of the District's
Annual Budget**
- a) Public Comments and
Testimony**
 - b) Board Comments**
 - c) Consideration of
Resolution 2019-07,
Adopting the Fiscal
Year 2020 Budget and
Appropriating Funds**

Ms. Walden noted that the budget was sent to the City and County at least 60 days prior to today's hearing. The public hearing has been advertised in the newspaper as required by Florida Statute and mailed notice was also sent out. Ms. Walden requested a motion to open the public hearing.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District opened the Public Hearing.

Dr. Levey called for public comments. Hearing none, he called for Board comments. Ms. Walden noted for the Board that this is the same budget they saw and approved in preliminary form back in May with a total budget of \$920,455.44. There being no additional discussion, Ms. Walden requested a motion to close the public hearing.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District closed the Public Hearing.

Dr. Levey requested a motion to approve Resolution 2019-07.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2019-07, Adopting the Fiscal Year 2020 Budget and Appropriating Funds.

SEVENTH ORDER OF BUSINESS

Public Hearing on the Imposition of Special Assessments

- a) Public Comments and
Testimony**
- b) Board Comments**
- c) Consideration of
Resolution 2019-08,
Imposing Special
Assessments and
certifying an
Assessment Roll**

Ms. Walden explained that this resolution is to consider the imposition of special assessments upon the lands located within the District to fund the proposed budget for Fiscal Year 2020, to certify the assessment roll and to provide for the levy, collection, and enforcement of the assessments. The public hearing was advertised in the newspaper as required by Florida Statute and mailed notices were also sent out to Landowners as required per Statute. Dr. Levey requested a motion to open the public hearing.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District opened the Public Hearing.

Dr. Levey called for public comments. Hearing none, he called for Board comments. Dr. Levey requested a motion to close the public hearing.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District closed the Public Hearing.

Dr. Levey requested a motion to approve Resolution 2019-08.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2019-08, Imposing Special Assessments and Certifying an Assessment Roll.

NINTH ORDER OF BUSINESS

**Ratification of Requisition
Nos. 2018-92 - 2018-97
Approved in June 2019 in an
amount totaling \$39,528.08**

Board Members reviewed Requisition Nos. 2018-92 – 2018-97 approved in June 2019 in an amount totaling \$39,528.08. Ms. Walden notes that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 2018-92 – 2018-97 approved in June 2019 in an amount totaling \$39,528.08.

TENTH ORDER OF BUSINESS

**Ratification of Requisition
Nos. 2018-98 - 102 Approved
in July 2019 in an amount
totaling \$73,525.17**

Board Members reviewed Requisition Nos. 2018-98 - 102 approved in July 2019 in an amount totaling \$73,525.17. Ms. Walden notes that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 2018-98 – 102 approved in July 2019 in an amount totaling \$73,525.17.

ELEVENTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures
Paid in June 2019 in an
amount totaling \$62,306.79**

Board Members reviewed the Operation & Maintenance expenditures paid in June 2019 in the amount totaling \$62,306.79.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Operation and Maintenance expenditures paid in June 2019 in the amount totaling \$62,306.79.

TWELFTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in July 2019 in an amount totaling \$81,872.10

Board Members reviewed the Operation & Maintenance expenditures paid in July 2019 in the amount totaling \$81,872.10

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Operation and Maintenance expenditures paid in July 2019 in the amount totaling \$81,872.10.

THIRTEENTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kaufmann stated that there were no work authorizations for this District.

FOURTEENTH ORDER OF BUSINESS

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

Board Members reviewed the Statement of Financial Position and Budget to Actual through July 2019.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel -

No report.

District Manager -

Ms. Walden noted that the next meeting is scheduled for Tuesday, September 17, 2019.

District Engineer -

Mr. Newton distributed the Construction Status Memorandum (Minutes Exhibit A). Lake Nona Nemours Parkway West and Lift Station No. 10 the contractor has completed the project and the final punch list. The project is currently in its close-out phase with the City and retainage is being processed for release upon receipt of final acceptance by the City, which is expected by end of August. A motion for Change Order No. 17 in the deductive amount of \$26,783.73 for reconciliation of Owner Direct Purchase material.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Change Order No. 17 in the deductive amount of \$26,783.73.

Nemours Parkway Phase 7 is under construction and anticipate it being done in late September early October.

On the Traffic signalization improvements at the intersection of Helios Boulevard and Lake Nona Boulevard, the permit was issued today. A motion to approve Change Order No. 1 in an additive amount not to exceed \$6,000.00 and authorize the District Engineer, after further negotiation with the Contractor, to execute on behalf of the District.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Change Order No. 1 in a not to exceed amount of \$6,000.00 and authorize District Engineer to execute on behalf of the District.

Construction Supervisor - No Report

SIXTEENTH ORDER OF BUSINESS

Supervisor and Audience Comments & Adjournment

There were no Supervisor requests or audience comments. Dr. Levey requested a motion to adjourn.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the August 20, 2019 Meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair



**DONALD W. MCINTOSH
ASSOCIATES, INC.**

MEMORANDUM

EXHIBIT A

DATE: August 20, 2019
TO: Boggy Creek Improvement District
Board of Supervisors
FROM: Donald W. McIntosh Associates, Inc.
District Engineer
RE: Construction Contract Status

Dear Board Members,

Please accept this correspondence as a current summary of our construction contract status. Listed below by project is a brief summary of recent contract activity. Copies of the latest Change Order logs are attached.

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

Lake Nona Nemours Parkway West and Lift Station No. 10 – Jon M. Hall Company

Construction Status: The Contractor has completed the project and the final punch list. The project is currently in its close-out phase with the City and retainage is being processed for release upon receipt of final acceptance by the City, which is expected by the end of August. Temporary barricades are scheduled to be removed tomorrow.

Change Order (C.O.) Status: Change Order No. 17 in the deductive amount of \$26,783.73 for reconciliation of Owner Direct Purchase materials.

Recommended Motion: Approve Change Order No. 17 in the deductive amount of \$26,783.73.

Nemours Parkway Phase 7 – Jr. Davis Construction, Inc.

Construction Status: Video inspection of the sanitary sewers has been completed and City review comments have been received and were transmitted to the contractor on 7/2/19. Video inspection of the storm sewers have been completed and City review comments have been received and were transmitted to the contractor on 7/9/19. Repairs of deficient segments of pipe have been completed per City's authorized method and we are currently awaiting City re-video and review of completed repairs and confirmation. Contractor has completed installation of curb and gutter, limerock base and the first lift of asphalt. Landscaping is 80% complete. Substantial completion is anticipated in late-September or early-October.

Change Order (C.O.) Status: None at this time.

Recommended Motion: None at this time.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

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Memorandum

*Re: Boggy Creek Improvement District
Construction Contract Status*

August 20, 2019

Page 2

Traffic Signalization Improvements at the Intersection of Helios Boulevard and Lake Nona Boulevard – The New Florida Industrial Electric, Inc.

Construction Status: Per VHB, the City has approved the signal plans and we are now awaiting issuance of the stamped plans and permit prior to issuing a Notice to Proceed. Shop drawings are currently under review by VHB.

Change Order (C.O.) Status: Change Order No. 1 in the additive amount of \$5,567.85 for material price increase due to delay in project commencement.

Recommended Motion: Approve Change Order No. 1 in an additive amount not to exceed \$6,000.00 and authorize the District Engineer, after further review and negotiation with the Contractor, to execute such Change Order on behalf of the District.

Should there be any questions, please do not hesitate to call.

Thank you.

End of memorandum.

c: Larry Kaufmann
Scott Thacker
Troy Davidson
Rene Schneider
Lance Jackson
Tarek Fahmy

LAKE NONA SOUTH
Boggy Creek Improvement District
Nemours Parkway West and Lift Station No. 10
Jon M. Hall Company
Change Order Log

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date 1/5/18	To Board	Approval Date	Notes
						\$9,231,392.00			
1 (RCO 1)	2/20/2018	Change Order per revised plans 12/18/17 - 1/4/18, and add 15 days	15	\$14,124.25	Approved	\$9,245,516.25	2/20/2018	2/20/2018	
2 (RCO 2)	2/23/2018	Add Turn Lane Modifications at Tavistock Blvd and at Vetrans Way	15	\$132,054.00	Approved	\$9,377,570.25	2/20/2018	2/20/2018	
3 (RCO 5)	3/22/2018	Direct Owner Purchase Materials - Mack \$172,274.38, Ferguson \$854,545.14, Rinker \$279,532.54	0	(\$1,306,352.06)	Approved	\$8,071,218.19	4/17/2018	4/17/2018	
4 (RCO 3)	2/20/2018	Change order Per Plan Revision dated 2/19/18. (For City requested changes to access road and precast materials.)	10	\$132,157.52	Approved	\$8,203,375.71	6/19/2018	6/19/2018	
5 (RCO 7)	5/4/2018	Change Subcontractor for Telecom Conduit (telecom conduit to be funded by developer)	0	(\$103,532.32)	Approved	\$8,099,843.39	6/19/2018	6/19/2018	
6 (RCO 4)	4/3/2018	Off-site road modifications per City plan review comments.	15	\$75,421.10	Approved	\$8,175,264.49	6/19/2018	6/19/2018	
7 (RCO 6)	5/4/2018	Utility stub-outs requested by the Town Center engineer.	5	\$27,142.20	Approved	\$8,202,406.69	7/17/2018	7/17/2018	
8 (RCO 8)	6/8/2018 revised on 7/31/18	Addition of median to Nemours West and associated changes.	55	\$263,540.66	Approved	\$8,465,947.35	8/23/2018	8/23/2018	
9 (RCO 11)	8/14/2018	Landscape / Irrigation revised irrigation fittings	0	\$20,126.64	Approved	\$8,486,073.99	8/23/2018	8/23/2018	
10 (RCO 12)	8/15/2018	Forcemain Wet Relocation	3	\$10,187.40	Approved	\$8,496,261.39	8/23/2018	8/23/2018	
11 (RCO 10)	7/17/2018	Landscape / Irrigation revised Landscape plans	20	\$25,717.62	Approved	\$8,521,979.01	10/16/2018	10/16/2018	
12 (RCO 13)	8/24/2018	Add paving per revision #6, Add water per RFI #26, Add sleeving per Owners request.	2	\$6,262.80	Approved	\$8,528,241.81	10/16/2018	10/16/2018	
13 (RCO 16)	10/16/2018	Earthwork - Soil Fracturing	10	\$14,141.28	Approved	\$8,542,383.09	10/16/2018	10/16/2018	

**LAKE NONA SOUTH
Boggy Creek Improvement District
Nemours Parkway West and Lift Station No. 10
Jon M. Hall Company
Change Order Log**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date 1/5/18	To Board	Approval Date	Notes
14 (email)	11/9/2018	Add Stop Bar	0	\$1,600.00	Approved	\$8,543,983.09	11/19/2018	11/19/2018	
<u>15</u> (RCO 19)	2/21/2019	Install HC Ramps at lift station drive per RFI #38	2	\$3,570.00	Approved	\$8,547,553.09	3/19/2019	3/19/2019	
<u>16</u> (RCO 20)	4/11/2019	Option 1: Hardwired electrical service at Lift Station	40	\$15,582.54	Approved	\$8,563,135.63	4/16/2019	4/16/2019	
<u>17 (RCO 22)</u>	7/8/2019	Owner Direct Purchase Reconciliation	0	(\$26,783.73)	Pending	\$8,536,351.90	8/20/2019		

Boggy Creek Improvement District
Lake Nona Nemours Parkway West & Lift Station 10
CONTRACT CHANGE ORDER

Change Order No. 18-17

Project: Lake Nona Nemours Parkway
West & Lift Station 10

Date 7/8/2019

Engineer: Donald W. McIntosh Associates, Inc.
Contractor: Jon M. Hall Company

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Owner Direct Purchase Reconciliation	DEDUCT	(\$26,783.73)

Net Change Order Amount \$ (26,783.73)

Contract Amount Prior to Change Order \$8,563,135.63

Revised Contract Amount \$ 8,536,351.90

COMMENTS:

See backup dated 6/17/19 provided by Jon M. Hall Company.

Acceptable To:

Jon M. Hall Company, Keith Carson, President

Date: 7-9-2019

Approved By:

Boggy Creek Improvement District

Date:

c: Jeffery J. Newton, PE



JON M. HALL
COMPANY
Site Development Since 1974

PROPOSAL DATE: 6/17/2019

RCO# 22

PROJECT: Lake Nona Nemours Pkwy West & Lift Station 10
OWNER: BCID

C/O:
Donald W. McIntosh Inc
2200 Park Ave North
Winter Park, FL 32789-2355

ATTN: Jeff Newton, P.E.
EMAIL: jnewton@dwma.com
PHONE 407-644-4068

ODP Reconciliation						
ITEM		DESCRIPTION				EXTENSION

1.00	4/10/2018	Mack - Original ODP			\$	172,274.38
1.01		Mack - Final ODP			\$	(173,153.00)
1.02		Sales Tax Saving on Final			\$	(10,414.18)
2.00	4/10/2018	Ferguson - Original ODP			\$	854,545.14
2.01		Ferguson - Final ODP			\$	(836,373.51)
2.02		Sales Tax Saving on Final			\$	(50,207.41)
3.00	4/10/2018	Rinker - Original ODP			\$	279,532.54
3.01		Rinker - Final ODP			\$	(248,078.01)
3.02		Sales Tax Saving on Final			\$	(14,909.68)

TOTAL \$ (26,783.73)

Please see below, for the running total of the Change Orders for this Project to date.

Sincerely,

Proposal Accepted By:

OWNER: BCID

Phillip Hartmann, Project Manager
Jon M. Hall Company
1920 Boothe Circle, Suite 230
Longwood, FL 32750
Phone 407 215-0410
Fax 407 215-0411
www.jonmhallcompany.com
PHartmann@jonmhallcompany.com

Date	Authorized Signature	Printed Name
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I/We as authorized representative of the owner accept this proposal and qualifications therein and direct Jon M Hall Company to proceed with the work. Client shall pay all attorneys fees associated with collection of any unpaid balances.

Client shall pay interest in the amount of 18% per annum on overdue balance. Payment Terms: Net 10 days from the date of the invoice.



JON M. HALL
COMPANY
Site Development Since 1974

PROPOSAL DATE: 6/17/2019

RCO#

22

PROJECT: Lake Nona Nemours Pkwy West & Lift Station 10

OWNER: BCID

C/O:

Donald W. McIntosh Inc

2200 Park Ave North

Winter Park, FL 32789-2355

ATTN: Jeff Newton, P.E.

EMAIL: jnewton@dwma.com

PHONE 407-644-4068

Original Contract Sum	\$ 9,231,392.00
Prior Approved Change Order 1	\$ 14,124.25
Prior Approved Change Order 2	\$ 132,054.00
Prior Approved Change Order 3	\$ (1,306,352.08)
Prior Approved Change Order 4	\$ 132,157.52
Prior Approved Change Order 5	\$ (103,632.32)
Prior Approved Change Order 6	\$ 75,421.10
Prior Approved Change Order 7	\$ 27,142.20
Prior Approved Change Order 8	\$ 263,540.66
Prior Approved Change Order 9	\$ 20,126.64
Prior Approved Change Order 10	\$ 10,187.40
Prior Approved Change Order 11	\$ 25,717.62
Prior Approved Change Order 12	\$ 6,262.80
Prior Approved Change Order 13	\$ 14,141.28
Prior Approved Change Order 14	\$ 1,600.00
Prior Approved Change Order 15	\$ 3,570.00
Prior Approved Change Order 16	\$ 15,582.54
Contract will be changed by this Change Order in the Amount of	\$ (26,783.73)
New Contract Sum	\$ 8,536,351.90

Boggy Creek Improvement District
Lake Nona Nemours Parkway West & Lift Station 10
CONTRACT CHANGE ORDER

Change Order No. 03

Project: Lake Nona Nemours Parkway
West & Lift Station 10

Date 4/10/2018

Engineer: Donald W. McIntosh Associates, Inc.
Contractor Jon M. Hall Company

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT / (-)
1	DOP Mack Concrete Industries / tax	DEDUCT	\$ (172,274.38)
2	DOP Ferguson Waterworks / tax	DEDUCT	\$ (854,545.14)
3	DOP Rinker Materials / tax	DEDUCT	\$ (279,532.54)

Net Change Order Amount \$ (1,306,352.06)

Contract Amount Prior to Change Order \$ 9,377,570.25

Revised Contract Amount \$ 8,071,218.19

COMMENTS:

See backup provided by Jon M. Hall Company.

Acceptable To:

Date: 4-12-2018

Jon M. Hall Company
Keith Carson, President

Approved By:

Date:

Boggy Creek Improvement District

c: Jeffery J. Newton, PE



February 18, 2019

Boggy Creek Improvement District
12051 Corporate Blvd
Orlando, FL 32817

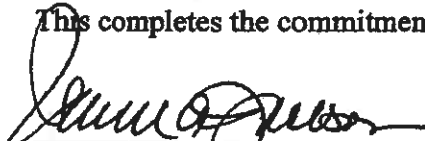
**Regarding: Nemours Parkway West and Lift Station No. 10 - Owner Direct Purchases
Boggy Creek Improvement District - PO NPW&LS10-1 to Mack Concrete Industries**

To Whom It May Concern:

Mack Concrete Industries has shipped all material against PO NPW&LS10-1. This material has been received on site and to the best of our knowledge, installed in place.

The total amount billed and delivered on this purchase order is: \$173,153.00

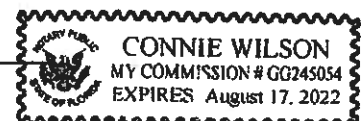
This completes the commitment, deliveries and billing on this purchase order.


Sarah A. Jackson, Office Manager

State of: Florida
County: Coke

The foregoing instrument was acknowledged before me this 18th day of Feb. 2019 by
SARAH A JACKSON, who is personally known to me, and who did not take an oath.

Notary Signature 



CC: Phillip Hartman, Jon M Hall Company phartmann@jonmhallcompany.com
Jeff Newton, Donald W McIntosh Assoc. jjnewton@dwma.com

CF19593

Quality and Service Since 1932

23902 County Road 561 - PO Box 157 - Astatula, FL 34705 - 800-482-6225 phone - 352-742-0799 fax
www.mackconcrete.com

ERP 4.01.01
ARRP02-R

MCI

MACK CONCRETE INDUSTRIES DIV OF MACK INDUSTRIES INC
Aging by Sales by Order

hwalpen 11/21/18 13:50:08

Page: 1

Sls#	Customer name	Order	Order Name	Invoice	Chk/Ref	Type	Inv Date	Amount	Aging	
110	BOGGY CREEK IMPROVEMENT	CF19593	NPWLS10-1/NEMOURS PKWY	99339	0	I	03/31/18	47,226.00	235 days	\$ 47,226.00
110	BOGGY CREEK IMPROVEMENT	CF19593	NPWLS10-1/NEMOURS PKWY	99339	502	P	06/12/18 -	47,226.00	162 days	
110	BOGGY CREEK IMPROVEMENT	CF19593	NPWLS10-1/NEMOURS PKWY	99340	0	I	03/31/18	47,023.00	235 days	\$ 47,023.00
110	BOGGY CREEK IMPROVEMENT	CF19593	NPWLS10-1/NEMOURS PKWY	99340	502	P	06/12/18 -	47,023.00	162 days	
110	BOGGY CREEK IMPROVEMENT	CF19593	NPWLS10-1/NEMOURS PKWY	99400	0	I	04/10/18	6,735.00	225 days	\$ 6,735.00
110	BOGGY CREEK IMPROVEMENT	CF19593	NPWLS10-1/NEMOURS PKWY	99400	502	P	06/12/18 -	6,735.00	162 days	
110	BOGGY CREEK IMPROVEMENT	CF19593	NPWLS10-1/NEMOURS PKWY	99510	0	I	04/17/18	25,568.00	218 days	\$ 25,568.00
110	BOGGY CREEK IMPROVEMENT	CF19593	NPWLS10-1/NEMOURS PKWY	99510	502	P	06/12/18 -	25,568.00	162 days	
110	BOGGY CREEK IMPROVEMENT	CF19593	NPWLS10-1/NEMOURS PKWY	99758	0	I	04/30/18	46,601.00	205 days	\$ 46,601.00
110	BOGGY CREEK IMPROVEMENT	CF19593	NPWLS10-1/NEMOURS PKWY	99758	502	P	06/12/18 -	46,601.00	162 days	
-----										\$ 173,153.00



May 15, 2019

Boggy Creek Improvement District
12051 Corporate Blvd
Orlando, FL 32817

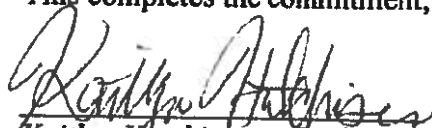
**Regarding: Nemours Parkway West and Lift Station No. 10 - Owner Direct Purchases
Boggy Creek Improvement District - PO NPW&LS10-3 to Ferguson Waterworks**

To Whom It May Concern:

Ferguson Waterworks has shipped all material against PO NPW&LS10-3. This material has been received on site and to the best of our knowledge, installed in place.

The total amount billed and delivered on this purchase order is: \$836,373.51

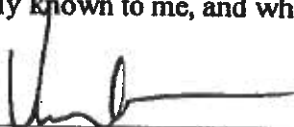
This completes the commitment, deliveries and billing on this purchase order.

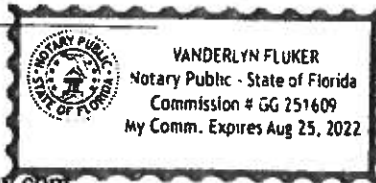

Kaitlyn Hutchinson, Credit Manager

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 15 day of May 2019 by _____, who is personally known to me, and who did not take an oath.

Notary Signature





CC: Phillip Hartman, Jon M Hall Company phartmann@jonmhallcompany.com
Jeff Newton, Donald W McIntosh Assoc. jnewton@dwma.com

FERGUSON
WATERWORKS

8306 Laurel Fair Circle Suite 200
Tampa FL 33610

Ferguson

INVOICES	CUSTOMER-NAME	INV.DATE	DATE.SHIP	JOB.NAME	CUST.PO.NO	TOT.AMT
1597530	BOGGY CREEK IMPROVEMENT D	04/05/18	04/04/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 10,270.00
1596376	BOGGY CREEK IMPROVEMENT D	04/06/18	04/06/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 63,942.66
1597507	BOGGY CREEK IMPROVEMENT D	04/10/18	04/09/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 97,095.00
1596376-1	BOGGY CREEK IMPROVEMENT D	04/11/18	04/11/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 45,004.40
1597507-1	BOGGY CREEK IMPROVEMENT D	04/11/18	04/11/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 3,830.00
CM098877	BOGGY CREEK IMPROVEMENT D	04/16/18	04/16/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ (276.00)
1596934	BOGGY CREEK IMPROVEMENT D	04/17/18	04/04/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 11,814.35
1597506	BOGGY CREEK IMPROVEMENT D	04/17/18	04/05/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 161,640.75
1597842	BOGGY CREEK IMPROVEMENT D	04/17/18	04/04/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 1,784.00
1599548	BOGGY CREEK IMPROVEMENT D	04/17/18	04/10/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 12,665.00
1596376-2	BOGGY CREEK IMPROVEMENT D	04/18/18	04/18/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 45,004.40
1598355	BOGGY CREEK IMPROVEMENT D	04/18/18	04/09/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 1,510.00
1597526	BOGGY CREEK IMPROVEMENT D	04/19/18	04/13/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 7,824.20
1600535	BOGGY CREEK IMPROVEMENT D	04/21/18	04/18/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 13,762.60
1597505	BOGGY CREEK IMPROVEMENT D	04/23/18	04/23/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 13,610.00
1597524	BOGGY CREEK IMPROVEMENT D	04/23/18	04/12/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 15,285.00
1600540	BOGGY CREEK IMPROVEMENT D	04/23/18	04/23/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ -
1596376-3	BOGGY CREEK IMPROVEMENT D	04/24/18	04/24/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 92,008.80
1596934-1	BOGGY CREEK IMPROVEMENT D	04/25/18	04/19/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 292.88
1599548-1	BOGGY CREEK IMPROVEMENT D	04/26/18	04/20/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 25,990.00
1600538	BOGGY CREEK IMPROVEMENT D	04/26/18	04/18/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 870.00
1601811	BOGGY CREEK IMPROVEMENT D	04/26/18	04/24/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 9,820.00
1600535-1	BOGGY CREEK IMPROVEMENT D	04/27/18	04/23/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 43,433.06
1597841	BOGGY CREEK IMPROVEMENT D	04/28/18	04/24/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 19,660.00
1596376-4	BOGGY CREEK IMPROVEMENT D	04/30/18	04/30/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 25,401.60
1596376-5	BOGGY CREEK IMPROVEMENT D	04/30/18	04/30/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 24,552.00
1596376-6	BOGGY CREEK IMPROVEMENT D	05/04/18	05/04/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 20,997.20
1596934-2	BOGGY CREEK IMPROVEMENT D	05/09/18	05/03/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 122.48
CM099286	BOGGY CREEK IMPROVEMENT D	05/09/18	05/09/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ (440.00)
1597506-1	BOGGY CREEK IMPROVEMENT D	05/18/18	05/15/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 11,925.18
1605782	BOGGY CREEK IMPROVEMENT D	05/18/18	05/18/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 440.00
1598358	BOGGY CREEK IMPROVEMENT D	06/04/18	05/25/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 10,305.00
1601220	BOGGY CREEK IMPROVEMENT D	06/04/18	05/25/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 1,672.00
1596935	BOGGY CREEK IMPROVEMENT D	06/12/18	06/07/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 3,233.34
CMT1596934-1	BOGGY CREEK IMPROVEMENT D	06/29/18	06/29/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ (17.88)
CMT1596934	BOGGY CREEK IMPROVEMENT D	06/29/18	06/29/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ (692.35)
CMT1600535-1	BOGGY CREEK IMPROVEMENT D	06/29/18	06/29/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ (2,482.06)
CMT1600535	BOGGY CREEK IMPROVEMENT D	06/29/18	06/29/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ (802.60)
1618466	BOGGY CREEK IMPROVEMENT D	07/09/18	07/09/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 2,652.00
1614326	BOGGY CREEK IMPROVEMENT D	07/17/18	07/12/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 4,400.00
CM100646	BOGGY CREEK IMPROVEMENT D	08/21/18	08/16/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ (46.00)
1626725	BOGGY CREEK IMPROVEMENT D	08/24/18	08/20/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 3,450.00
1625329	BOGGY CREEK IMPROVEMENT D	08/31/18	08/31/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 3,982.00
1637084	BOGGY CREEK IMPROVEMENT D	09/27/18	09/27/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 25,990.00
1637089	BOGGY CREEK IMPROVEMENT D	09/27/18	09/27/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 6,150.00
CM101323	BOGGY CREEK IMPROVEMENT D	10/01/18	10/01/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ (5,712.60)
1638300	BOGGY CREEK IMPROVEMENT D	10/09/18	10/09/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 1,495.00
CM101707	BOGGY CREEK IMPROVEMENT D	10/30/18	10/23/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ -
CMT1596935	BOGGY CREEK IMPROVEMENT D	11/16/18	11/16/18	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ (197.34)
1660468	BOGGY CREEK IMPROVEMENT D	01/23/19	01/23/19	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 1,036.00
1662958	BOGGY CREEK IMPROVEMENT D	02/05/19	02/05/19	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 70.00
1662958-1	BOGGY CREEK IMPROVEMENT D	02/12/19	02/12/19	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 28.00
1665686	BOGGY CREEK IMPROVEMENT D	02/12/19	02/12/19	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ 28.00
5969342	BOGGY CREEK IMPROVEMENT D	5/9/2019	5/9/2019	NEMOURS PKWY W & LS 10	NPWLS10-3	\$ (7.56)
						\$ 836,373.51



13100 NW 118 Avenue
Miami, FL 33178
305-822-8191
800-854-9376
305-822-1573 (fax)

May 8, 2019

Boggy Creek Improvement District
12051 Corporate Blvd
Orlando, FL 32817

Regarding: Nemours Parkway West and Lift Station No. 10 - Owner Direct
Purchases
Boggy Creek Improvement District - PO NPW&LS10-2 to Rinker Materials

To Whom It May Concern:

Hydro Conduit, LLC dba Rinker Materials has shipped all material against PO
NPW&LS10-2. This material has been received on site and to the best of our knowledge,
installed in place.

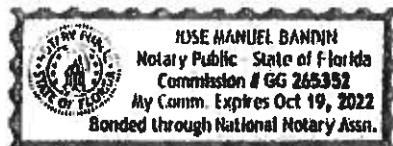
The total amount billed and delivered on this purchase order is: \$248,078.01

This completes the commitment, deliveries and billing on this purchase order.

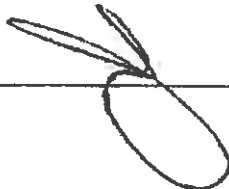

Print Name - Veronica Alfonso
Title - Credit Manager

State of: Florida
County: Miami-Dade

The foregoing instrument was acknowledged before me this 8th day of May,
2019 by Veronica Alfonso, who is personally known to me, and who did not take
an oath.



Notary Signature



CC: Phillip Hartman, Jon M Hall Company phartmann@jonmhallcompany.com
Jeff Newton, Donald W McIntosh Assoc. jnewton@dwma.com

INVOICES

(double paid this invoice. Refund Issued)

Refund Issued on all Credits

**LAKE NONA SOUTH
Greenway Improvement District
Nemours Parkway Phase 7
Change Order Log
Jr. Davis**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$6,312,276.78			
<u>1</u>	2/8/2019	Contract adjustment for revision to include scope of work for addendums/plans issued after bid date.		\$ 161,445.97	Approved	\$ 6,473,722.75	2/19/2019	2/19/2019	
<u>2</u>	5/20/2019	Add sanitary and reclaim service laterals intended to serve the Nemours Childrens's Hospital.		\$ 12,879.00	Approved	\$ 6,486,601.75	5/21/2019	5/21/2019	

**Boggy Creek Improvement District
 Projects at the Intersection of Helios Boulevard and Lake Nona Boulevard
 Change Order Log
 The New Florida Industrial Electric, Inc.**

[illegible]



PCO #001

Florida Industrial Electric
291 Specialty Point
Sanford, Florida 32771
Phone: (407) 331-1551

Project: 93005 - 93005 - Helios Blvd @ Lake Nona Blvd
Helios Blvd @ Lake Nona Blvd
Orlando, Florida 32817

Prime Contract Potential Change Order #001: CE #001 - Mast Arm changes

TO:	Boggy Creek Improvement District	FROM:	Florida Industrial Electric 291 Specialty Point Sanford Florida, 32771
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	1 - 93005 - Helios Blvd @ Lake Nona Blvd Prime Contract
REQUEST RECEIVED FROM:	Jeffrey Newton (Donald W. McIntosh Associates, Inc.)	CREATED BY:	Jeremiah Christy (Florida Industrial Electric)
STATUS:	Pending - In Review	CREATED DATE:	8/2 /2019
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Unit/Quantity Based
SCHEDULE IMPACT:	60 days	PAID IN FULL:	No
		TOTAL AMOUNT:	\$5,567.85

POTENTIAL CHANGE ORDER TITLE: CE #001 - Mast Arm changes

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
CE #001 - Mast Arm changes

ATTACHMENTS:

#	Cost Code	Description	Type	Qty	Units	Unit Cost	Pre-Markup Subtotal	Tax (7.00% Applies to Materials.)	Burden (63.00% Applies to Labor.)	Subtotal
1	649A-2115 - Steel Mast Arm Assembly, F&I,	design change	Materials	1.0	Ea	\$4,458.00	\$4,458.00	\$ 312.06	\$ 0.00	\$4,770.06
Subtotal:							\$4,458.00	\$312.06	\$0.00	\$4,770.06
Overhead and Profit: 15.00% Applies to all line item types.										\$ 715.51
Liability and Bond: 1.50% Applies to all line item types.										\$ 82.28
Grand Total:										\$5,567.85

BOGGY CREEK IMPROVEMENT DISTRICT

**Resolution 2019-09,
Approving an Annual Meeting Schedule
for Fiscal Year 2020**

RESOLUTION 2019-09

**A RESOLUTION OF THE BOGGY CREEK
IMPROVEMENT DISTRICT DESIGNATING
DATES, TIMES AND LOCATIONS FOR REGULAR
MEETINGS OF THE BOARD OF SUPERVISORS OF
THE DISTRICT AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Boggy Creek Improvement District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in City of Orlando, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

1. Regular meetings of the District's Board shall be held as provided on the schedule attached hereto as **Exhibit A**.
2. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file annually with Orange County a schedule of the District's regular meetings.
3. This Resolution shall take effect immediately upon adoption.

Adopted this 17th day of September, 2019.

ATTEST:

Boggy Creek Improvement District

Secretary/Assistant Secretary

Chairman/ Vice Chairman

EXHIBIT A

Boggy Creek Improvement District Fiscal Year 2019-2020

The Board of Supervisors of the Boggy Creek Improvement District will hold its meetings for the Fiscal Year 2020 in the offices of Lake Nona Land Company located at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, Florida 32827 at 3:30 p.m. on the third Tuesday of each month.

October 15, 2019
November 19, 2019
December 17, 2019
January 21, 2020
February 18, 2020
March 17, 2020
April 21, 2020
May 19, 2020
June 16, 2020
July 21, 2020
August 18, 2020
September 22, 2020

Construction Committee of the Boggy Creek, Greeneway & Myrtle Creek Improvement Districts Fiscal Year 2019-2020

The Construction Committee of the Boggy Creek, Greeneway and Myrtle Creek Improvement Districts will be meeting for the Fiscal Year 2020 in the office of Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789 at 3:30 p.m. every other week as follows:

October 10 & 24, 2019
November 7 & 21, 2019
December 5 & 19, 2019
January 2, 16 & 30, 2020
February 13 & 27, 2020
March 12 & 26, 2020
April 9 & 23, 2020
May 7 & 21, 2020
June 4 & 18, 2020
July 2, 16 & 30, 2020
August 13 & 27, 2020
September 10 & 24, 2020

BOGGY CREEK IMPROVEMENT DISTRICT

FY 2019 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

July 9, 2019

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, 2019. 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, 2019. 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 2019 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, 2020. 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, 2019 must be provided to us no later January 31, 2020, in order for us to deliver a draft audit to the District no later than April 30, 2020.

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 PFM GROUP CONSULTING, LLC., 12051 CORPORATE BLVD., ORLANDO, FL 32817, 407-382-3256, waldenj@pfn.com.

Our fee for these services will not exceed \$6,000 for the September 30, 2019 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 Master Lighting Installation, Upgrade and
Service Agreement – Nemours Parkway West**



**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT
NEMOURS PARKWAY WEST**

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

This Master Lighting Installation, Upgrade and Service Agreement (“Agreement”) is entered into this _____ day of _____, 20__, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“OUC”), and **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established to Chapter 190, Florida Statutes, whose address is 12051 Corporate Blvd., Orlando, FL 32817 (the “Customer”).

RECITALS

A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Exhibit 1 attached hereto and incorporated in this Agreement by reference (the “Property”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “City”) certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

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

1. RECITALS.

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

2. OUC DUTIES.

2.1. OUC shall provide lighting for certain public roadways streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "Upgraded Lighting Facilities"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "Lighting Facilities".

2.1.2. OUC shall maintain and operate the Lighting Facilities (the "Maintenance Service") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "Electrical Service") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "Lighting Service".

2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in phases (each referenced individually as a "Phase"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the initial Phase. Lighting Facilities for the initial Phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Exhibit 2 (the "Initial Lighting Plan"). Lighting Service for any subsequent Phases shall be implemented through subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the "Lighting Plans" or singularly referred to as a "Lighting Plan". As any subsequent Phases of the of Property are platted and developed, addendums to this Agreement shall be executed and placed of record by OUC and the Customer for the purpose of

(a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.

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

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "Customer Lighting Facilities"), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC all easements or provide for right-of-way dedications (not otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for

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

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer's upgrade request (the "Facilities Upgrade Cost").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Maintenance Upgrade Cost").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Electrical Upgrade Cost").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "Upgrade Cost") with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.

3.6. The Customer shall identify in writing to OUC for each Phase (the "Customer Road Notice") the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.

4. TERMS OF PAYMENT.

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

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

4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under Florida law.

5. MUTUAL AGREEMENTS.

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

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, license or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer's employees, agents, invitees, licenses or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC. Notwithstanding anything herein to the contrary, the parties shall be entitled to any sovereign immunity defenses to which it may be entitled, and the parties do not in any way expand or waive limitations of liability afforded to the parties by virtue of their sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by

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

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured thirty (30) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC's permission permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "Effective Date" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the "Term" for each Phase). The Term for the initial Phase shall begin when the installation of the Lighting Equipment is finally completed and the Customer is first billed for the Lighting Service based on operation of the full complement of Lighting Equipment to be provided under this Agreement for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior to the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("Proportional Upgrade Cost"). In the event that an installation of Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own Term under this Agreement. As with the initial Phase, the Customer may request interim operation of Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase shall begin when installation of the Lighting Equipment for

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

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

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

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

**BOGGY CREEK IMPROVEMENT
DISTRICT**, a local unit of special purpose
government established pursuant to Chapter
190, Florida Statutes Tax ID: 10-0579019

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, as _____ of the
_____, who is [] personally known to me or []
produced the following identification: _____, and who did not take an
oath.

Notary Public

Printed Name Below Signature

My Commission Expires

Signed, sealed and delivered
in the presence of:

ORLANDO UTILITIES COMMISSION

Name: _____

By: _____

Clint Bullock
General Manager & CEO

Name: _____

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Attest: _____

Attorney for OUC

Name: _____

Date: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by Clint Bullock, as General Manager and CEO of **ORLANDO UTILITIES
COMMISSION**, who is [] personally known to me or [] produced the following identification:
_____, and who did not take an oath.

Notary Public

Printed Name Below Signature

My Commission Expires

EXHIBIT 1
THE PROPERTY

See attached description and sketch

SKETCH OF DESCRIPTION

MATCH LINE
SEE SHEET 3



Scale: 1" = 200'

The features and line work shown herein are relative to National Geodetic Survey control point "Lance" (PID A2443), Northing 1477081.30, Easting 578758.66 Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment overage combined factor: 0.99994883812 (1.00005118348737). All dimensions are Old dimensions in U.S. Survey Feet, based on old Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described herein.

CURVE TABLE (THIS SHEET ONLY)

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	1339.93'	41°14'	98.71'	98.68'	N81°36'45"W
C2	110.00'	19°59'48"	38.39'	38.20'	N19°32'56"E
C3	100.00'	19°58'04"	34.85'	34.67'	N19°33'51"E
C4	404.33'	43°02'11"	303.70'	296.61'	N31°05'54"E
C5	295.87'	23°40'29"	122.17'	121.30'	N40°46'45"E
C6	470.67'	48°00'12"	384.33'	382.90'	N04°56'29"E
C7	854.63'	14°42'58"	219.51'	218.91'	N28°25'11"W
C11	558.00'	14°36'26"	141.75'	141.37'	S28°26'27"E
C12	31.00'	53°38'30"	29.02'	27.97'	S45°59'28"E
C13	569.17'	45°35'53"	452.87'	441.11'	S08°08'34"W
C14	394.17'	23°40'28"	162.87'	161.72'	S40°46'45"W
C15	305.83'	43°03'54"	229.87'	224.50'	S31°05'02"W
C16	100.00'	15°12'13"	26.54'	26.46'	S01°58'59"W
C17	100.00'	15°12'13"	26.54'	26.46'	S01°58'59"W

LINE TABLE (THIS SHEET ONLY)

NUMBER	BEARING	DISTANCE
L1	N79°32'07"W	488.92'
L2	N79°32'07"W	54.34'
L3	N07°04'54"E	26.70'
L4	S80°26'55"E	11.47'
L5	N08°33'05"E	4.00'
L6	N52°37'00"E	101.26'
L7	N19°03'41"W	2.89'
L25	S52°37'00"W	101.26'
L26	S09°33'05"W	18.93'
L27	S09°33'05"W	4.00'
L28	S80°34'50"E	24.48'
L29	S08°25'10"W	25.71'

PREPARED FOR:

BOGGY CREEK IMPROVEMENT DISTRICT
LAKE NONA TOWN CENTER
LOOP ROAD AND LIFT STATION No. 10



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: PH
DATE: 2/2018

CHECKED BY: SG
DATE: 2/2018

JOB NO.
16193.011

SCALE
1"=200'

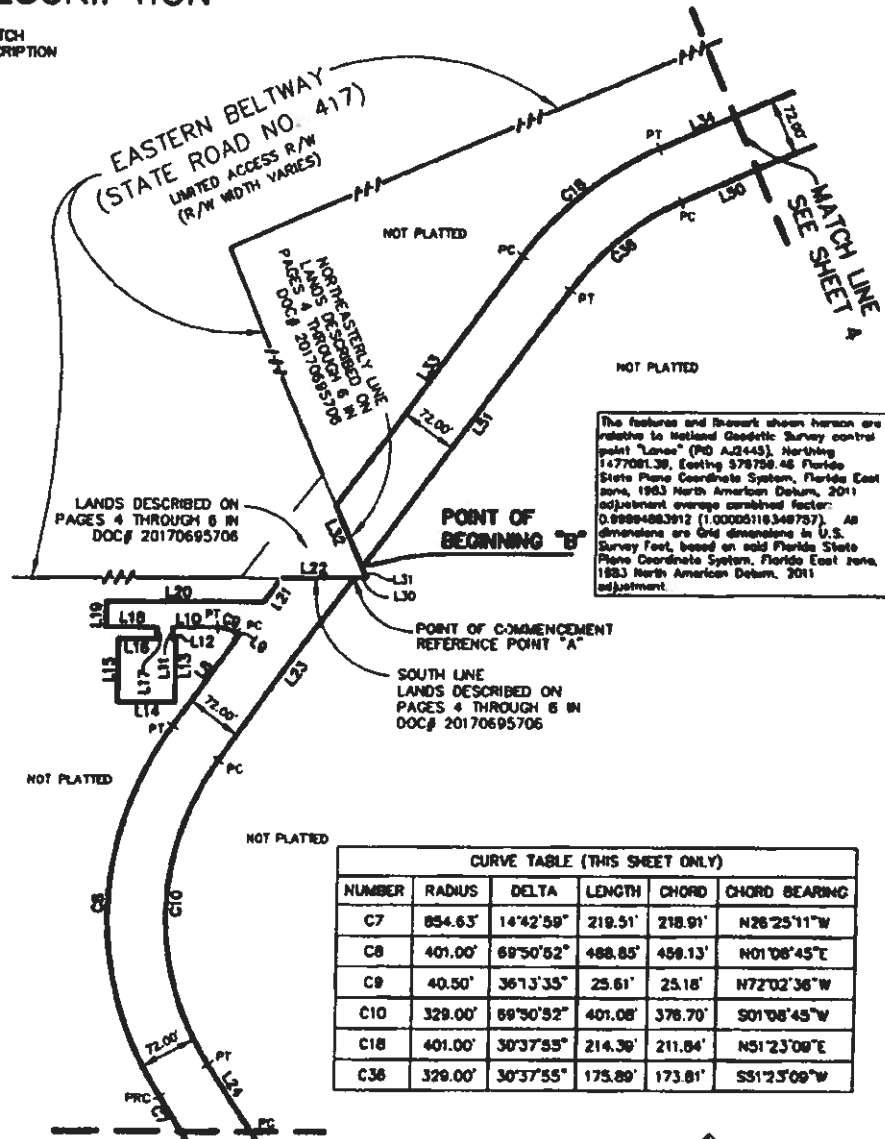
SHEET 2
OF 8

SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
SEE SHEET 8 FOR NOTES & LEGEND

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
SEE SHEET 8 FOR NOTES & LEGEND

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L8	N36°04'11"E	139.59'
L9	N53°35'49"W	4.22'
L10	S89°30'36"W	56.56'
L11	S00°09'24"E	15.00'
L12	N89°30'36"E	4.00'
L13	S00°09'24"E	78.00'
L14	S89°30'36"W	71.00'
L15	N00°09'24"W	78.00'
L16	N89°30'36"E	47.00'
L17	N00°09'24"W	15.00'
L18	S89°30'36"W	62.12'
L19	N00°09'24"W	32.00'
L20	N89°30'36"E	197.02'
L21	N36°04'11"E	37.20'
L22	N89°30'51"E	89.25'
L23	S36°04'11"W	281.99'
L24	S33°46'41"E	100.33'
L30	N89°30'51"E	14.74'
L31	N23°17'53"W	13.82'
L32	N23°17'53"W	83.88'
L33	N36°04'11"E	384.03'
L34	N66°42'07"E	191.38'
L50	S66°42'07"W	191.38'
L51	S36°04'11"W	428.65'



The features and Shewarts shown herein are relative to National Geodetic Survey control point "Lover" (PD A2445), Northing 1477081.39, Easting 376756.46, Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined factor: 0.99994883912 (1.00005116348787). All dimensions are Grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.

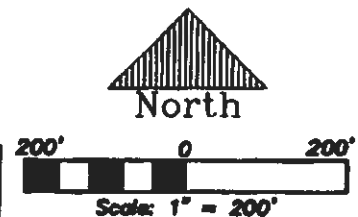
CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C7	854.63'	14°42'59"	219.51'	218.91'	N26°25'11"W
C8	401.00'	69°50'52"	488.85'	458.13'	N01°08'45"E
C9	40.50'	36°13'35"	25.61'	25.18'	N72°02'36"W
C10	329.00'	69°50'52"	401.08'	376.70'	S01°08'45"W
C18	401.00'	30°37'55"	214.39'	211.84'	N51°23'09"E
C36	329.00'	30°37'55"	175.89'	173.81'	S51°23'09"W

PREPARED FOR:
BOGGY CREEK IMPROVEMENT DISTRICT
LAKE NONA TOWN CENTER
LOOP ROAD AND LIFT STATION No.10



DONALD W. MCINTOSH ASSOCIATES, INC.
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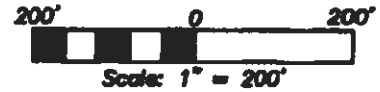
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DATE: 2/2018 DATE: 2/2018



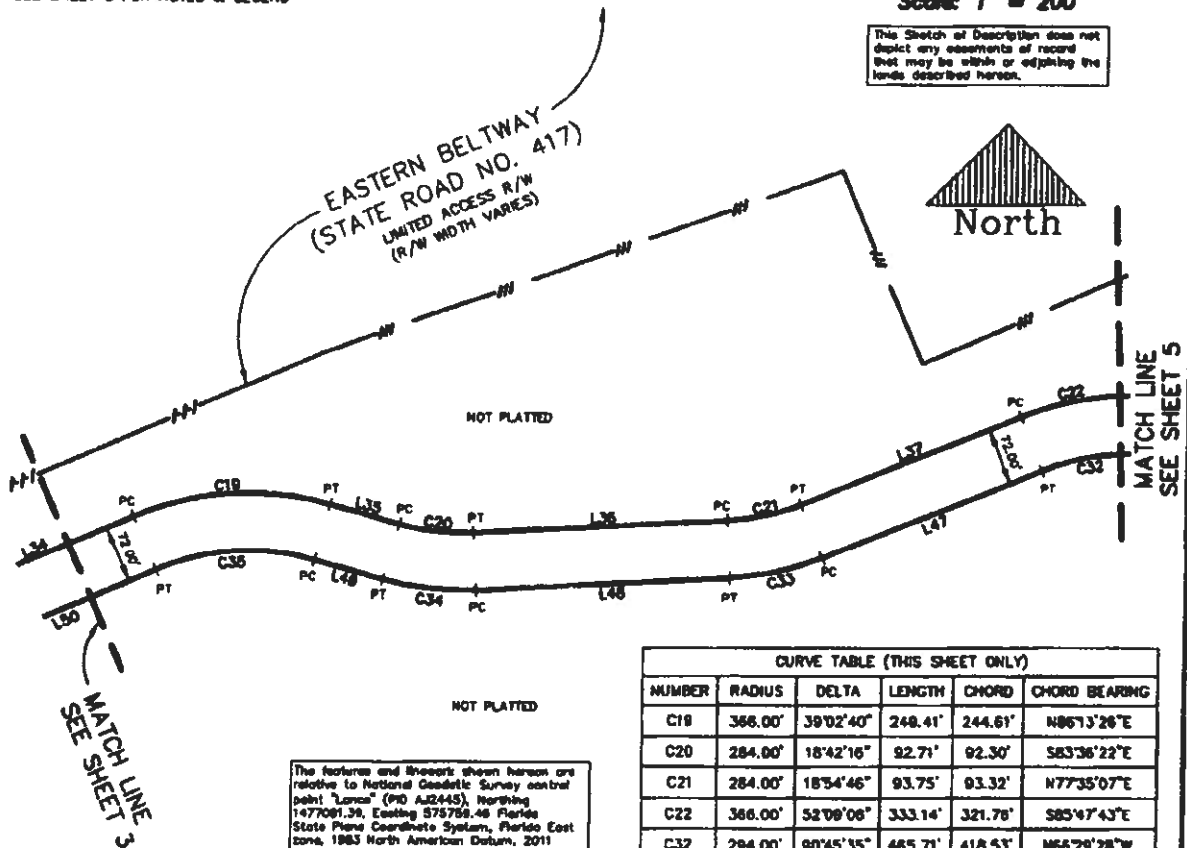
This Sketch of Description does not depict any assumptions of record that may be within or adjoining the lands described herein.

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
SEE SHEET 8 FOR NOTES & LEGEND



This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described herein.



The features and line work shown herein are relative to National Geodetic Survey control point "Lama" (P10 A12445), Northing 1477061.36, Easting 575759.46 Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined factor: 0.99994863912 (1.00005116349757). All dimensions are Grid dimensions in U.S. Survey Feet, based on old Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.

CURVE TABLE (THIS SHEET ONLY)

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C19	366.00'	39°02'40"	248.41'	244.61'	N86°13'26"E
C20	284.00'	18°42'16"	92.71'	92.30'	S83°36'22"E
C21	284.00'	18°54'46"	93.75'	93.32'	N77°35'07"E
C22	366.00'	52°09'08"	333.14'	321.78'	S85°47'43"E
C32	294.00'	80°45'35"	485.71'	418.53'	N66°29'28"W
C33	356.00'	18°54'46"	117.51'	116.96'	S77°35'07"W
C34	356.00'	18°42'16"	116.22'	115.70'	N83°36'22"W
C35	294.00'	39°02'40"	200.35'	196.49'	S86°13'26"W

LINE TABLE (THIS SHEET ONLY)

NUMBER	BEARING	DISTANCE
L34	N66°42'07"E	191.38'
L35	S74°15'14"E	90.52'
L36	N87°02'30"E	315.27'
L37	N68°07'44"E	292.43'
L47	S88°07'44"W	292.43'
L48	S87°02'30"W	315.27'
L49	N74°15'14"W	90.52'
L50	S66°42'07"W	191.38'

PREPARED FOR:

BOGGY CREEK IMPROVEMENT DISTRICT

LAKE NONA TOWN CENTER
LOOP ROAD AND LIFT STATION No.10



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
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DATE: 2/2018

JOB NO.
16193.011

SCALE
1"=200'

SHEET 4
OF 8

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
SEE SHEET 8 FOR NOTES & LEGEND

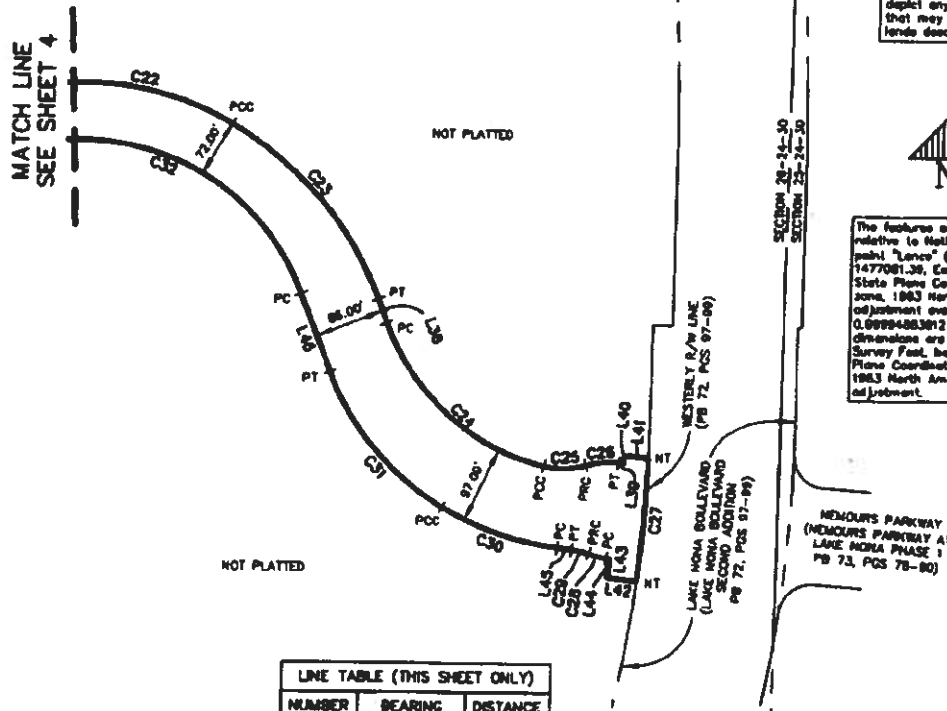


Scale: 1" = 200'

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described herein.



The features and bearings shown herein are relative to National Geodetic Survey control point "Lance" (PD A39446), Northing 1477081.39, Easting 973738.46 Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average correction factor: 0.00004883012 (1.00005118340737). All dimensions are Grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L38	S21°08'41"E	31.42'
L39	S83°08'23"E	5.88'
L40	N08°37'36"E	10.36'
L41	S83°08'38"E	29.55'
L42	N83°08'23"W	38.59'
L43	N08°33'37"E	22.82'
L44	N83°08'23"W	4.00'
L45	N83°08'23"W	17.00'
L46	N21°06'41"W	102.72'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C22	366.00'	52°09'06"	333.14'	321.76'	S85°47'43"E
C23	430.05'	38°36'28"	289.79'	284.34'	S40°24'55"E
C24	285.00'	55°48'26"	277.80'	266.75'	S49°00'54"E
C25	100.00'	29°34'08"	51.81'	51.04'	N88°17'50"E
C26	100.00'	23°22'50"	40.81'	40.52'	N85°12'12"E
C27	1844.82'	5°19'46"	153.00'	152.85'	S04°10'32"W
C28	100.00'	12°50'19"	22.41'	22.36'	N76°41'13"W
C29	100.00'	12°50'19"	22.41'	22.36'	N76°41'13"W
C30	362.00'	23°18'05"	155.35'	154.29'	N71°27'20"W
C31	331.89'	38°41'37"	224.13'	219.80'	N40°27'29"W
C32	294.00'	90°45'35"	465.71'	418.53'	N66°28'28"W

PREPARED FOR:
BOGGY CREEK IMPROVEMENT DISTRICT
LAKE NONA TOWN CENTER
LOOP ROAD AND LIFT STATION No.10



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4088

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DATE: 2/2018	DATE: 2/2018	18193.011	1"=200'	5
				OF 8

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
SEE SHEET 8 FOR NOTES & LEGEND

DESCRIPTION:

That part of Section 26, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of Lake Nona Boulevard, according to the plat of LAKE NONA BOULEVARD THIRD ADDITION, as recorded in Plat Book 72, Pages 135 through 139, of the Public Records of Orange County, Florida, thence N79°32'07"W along the Northerly right-of-way line of said Lake Nona Boulevard, 488.92 feet to POINT OF BEGINNING "A"; thence continue N79°32'07"W along said Northerly right-of-way line, 54.34 feet to the point of curvature of a curve concave Southerly having a radius of 1339.93 feet and a chord bearing of N81°38'45"W; thence Westerly along said Northerly right-of-way line and along the arc of said curve through a central angle of 04°13'14" for a distance of 98.71 feet to a non-tangent line; thence departing said Northerly right-of-way line run N07°04'54"E, 26.70 feet; thence S80°26'55"E, 11.47 feet; thence N09°33'05"E, 4.00 feet to the point of curvature of a curve concave Easterly having a radius of 110.00 feet and a chord bearing of N19°32'59"E; thence Northerly along the arc of said curve through a central angle of 19°39'48" for a distance of 38.39 feet to the point of reverse curvature of a curve concave Westerly having a radius of 100.00 feet and a chord bearing of N19°33'51"E; thence Northerly along the arc of said curve through a central angle of 19°58'04" for a distance of 34.85 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 404.33 feet and a chord bearing of N31°05'54"E; thence Northeasterly along the arc of said curve through a central angle of 43°02'11" for a distance of 303.70 feet to the point of tangency; thence N52°37'00"E, 101.26 feet to the point of curvature of a curve concave Northwesterly having a radius of 295.67 feet and a chord bearing of N40°46'45"E; thence Northeasterly along the arc of said curve through a central angle of 23°40'29" for a distance of 122.17 feet to the point of compound curvature of a curve concave Westerly having a radius of 470.67 feet and a chord bearing of N04°56'25"E; thence Northerly along the arc of said curve through a central angle of 48°00'12" for a distance of 394.33 feet to the point of tangency; thence N19°03'41"W, 2.89 feet to the point of curvature of a curve concave Southwesterly having a radius of 854.63 feet and a chord bearing of N26°25'11"W; thence Northwesterly along the arc of said curve through a central angle of 14°42'59" for a distance of 219.51 feet to the point of reverse curvature of a curve concave Easterly having a radius of 401.00 feet and a chord bearing of N01°08'45"E; thence Northerly along the arc of said curve through a central angle of 69°50'52" for a distance of 488.85 feet to the point of tangency; thence N36°04'11"E, 139.59 feet; thence N53°55'49"W, 4.22 feet to the point of curvature of a curve concave Southerly having a radius of 40.50 feet and a chord bearing of N72°02'36"W; thence Westerly along the arc of said curve through a central angle of 36°13'35" for a distance of 25.61 feet to the point of tangency; thence S89°50'36"W, 56.56 feet; thence S00°09'24"E, 15.00 feet; thence N89°50'36"E, 4.00 feet; thence S00°09'24"E, 79.00 feet; thence S89°50'36"W, 71.00 feet; thence N00°09'24"W, 79.00 feet; thence N89°50'36"E, 47.00 feet; thence N00°09'24"W, 15.00 feet; thence S89°50'36"W, 62.12 feet; thence N00°09'24"W, 32.00 feet; thence N89°50'36"E, 197.02 feet; thence N36°04'11"E, 37.20 feet to the South line of lands described on Pages 4 through 6 in Official Records Document Number 20170695706, of the Public Records of Orange County, Florida, thence N89°50'51"E along said South line, 89.25 feet to Reference Point "A"; thence departing said South line run S36°04'11"W, 281.99 feet to the point of curvature of a curve concave Easterly having a radius of 329.00 feet and a chord bearing of S01°08'45"W; thence Southerly along the arc of said curve through a central angle of 69°50'52" for a distance of 401.08 feet to the point of tangency; thence S33°46'41"E, 100.33 feet to the point of curvature of a curve concave Southwesterly having a radius of 556.00 feet and a chord bearing of S26°28'27"E; thence Southeasterly along the arc of said curve through a central angle of 14°36'28" for a distance of 141.75 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 31.00 feet and a chord bearing of S45°59'28"E; thence Southeasterly along the arc of said curve through a central angle of 53°38'30" for a distance of 29.02 feet to a point on a non-tangent curve concave Westerly having a radius of 569.17 feet and a chord bearing of S06°08'34"W; thence Southerly along the arc of said curve through a central angle of 45°35'53" for a distance of 452.97 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 394.17 feet and a chord bearing of S40°46'45"W; thence Southwesterly along the arc of said curve through a central angle of 23°40'29" for a distance of 162.87 feet to the point of tangency; thence S52°37'00"W, 101.26 feet to the point of curvature of a curve concave Southeasterly having a radius of 305.83 feet and a chord bearing of S31°05'02"W; thence Southwesterly along the arc of said curve through a central angle of 43°03'54" for a distance of 229.87 feet to the point of tangency; thence S09°33'05"W, 18.93 feet to the point of curvature of a curve concave Easterly having a radius of 100.00 feet and a chord bearing of S01°56'59"W; thence Southerly along the arc of said curve through a central angle of 15°12'13" for a distance of 26.54 feet to the point of reverse curvature of a curve concave Westerly having a radius of 100.00 feet and a chord bearing of S01°56'59"W; thence Southerly along the arc of said curve through a central angle of 15°12'13" for a distance of 26.54 feet to the point of tangency; thence S09°33'05"W, 4.00 feet; thence S80°34'50"E, 24.46 feet; thence S09°25'10"W, 25.71 feet to POINT OF BEGINNING "A".

AND:

LEGAL DESCRIPTION CONTINUED ON SHEET 7

PREPARED FOR:

BOGGY CREEK IMPROVEMENT DISTRICT

LAKE NONA TOWN CENTER
LOOP ROAD AND LIFT STATION No.10



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

DRAWN BY: PH
DATE: 2/2018

CHECKED BY: SG
DATE: 2/2018

JOB NO.
16193.011

SCALE
N/A

SHEET 6
OF 6

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
SEE SHEET 8 FOR NOTES & LEGEND

LEGAL DESCRIPTION CONTINUED FROM SHEET 6

Commence at the aforesaid Reference Point "A"; thence N89°50'51"E along the aforesaid South line of lands described on Pages 4 through 6 in Official Records Document Number 20170695706 for a distance of 14.74 feet to the Northeastly line of said lands described on Pages 4 through 6 in Official Records Document Number 20170695706; thence N23°17'53"W along said Northeastly line, 13.82 feet to POINT OF BEGINNING "B"; thence continue N23°17'53"W along said Northeastly line, 83.68 feet; thence departing said Northeastly line run N36°04'11"E, 384.03 feet to the point of curvature of a curve concave Southeastly having a radius of 401.00 feet and a chord bearing of N51°23'09"E; thence Northeastly along the arc of said curve through a central angle of 30°37'55" for a distance of 214.39 feet to the point of tangency; thence N66°42'07"E, 191.38 feet to the point of curvature of a curve concave Southerly having a radius of 366.00 feet and a chord bearing of N86°13'26"E; thence Easterly along the arc of said curve through a central angle of 39°02'40" for a distance of 249.41 feet to the point of tangency; thence S74°15'14"E, 90.52 feet to the point of curvature of a curve concave Northerly having a radius of 284.00 feet and a chord bearing of S83°36'22"E; thence Easterly along the arc of said curve through a central angle of 18°42'16" for a distance of 92.71 feet to the point of tangency; thence N87°02'30"E, 315.27 feet to the point of curvature of a curve concave Northerly having a radius of 284.00 feet and a chord bearing of N77°35'07"E; thence Easterly along the arc of said curve through a central angle of 18°54'46" for a distance of 93.75 feet to the point of tangency; thence N68°07'44"E, 292.43 feet to the point of curvature of a curve concave Southerly having a radius of 366.00 feet and a chord bearing of S85°47'43"E; thence Easterly along the arc of said curve through a central angle of 52°09'06" for a distance of 333.14 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 430.05 feet and a chord bearing of S40°24'55"E; thence Southeastly along the arc of said curve through a central angle of 38°36'29" for a distance of 289.79 feet to the point of tangency; thence S21°06'41"E, 31.42 feet to the point of curvature of a curve concave Northeastly having a radius of 285.00 feet and a chord bearing of S49°00'54"E; thence Southeastly along the arc of said curve through a central angle of 55°48'26" for a distance of 277.60 feet to the point of compound curvature of a curve concave Northerly having a radius of 100.00 feet and a chord bearing of N88°17'50"E; thence Easterly along the arc of said curve through a central angle of 29°34'06" for a distance of 51.61 feet to the point of reverse curvature of a curve concave Southerly having a radius of 100.00 feet and a chord bearing of N85°12'12"E; thence Easterly along the arc of said curve through a central angle of 23°22'50" for a distance of 40.81 feet to the point of tangency; thence S83°06'23"E, 5.86 feet; thence N06°37'36"E, 10.36 feet; thence S83°06'39"E, 29.55 feet to the Westerly right-of-way line of Lake Nona Boulevard, according to the plat of LAKE NONA BOULEVARD SECOND ADDITION, as recorded in Plat Book 72, Pages 97 through 98, of the Public Records of Orange County, Florida, and a point on a non-tangent curve concave Westerly having a radius of 1644.92 feet and a chord bearing of S04°10'32"W; thence Southerly along said Westerly right-of-way line and along the arc of said curve through a central angle of 05°19'46" for a distance of 153.00 feet to a non-tangent line; thence departing said Westerly right-of-way line run N83°06'23"W, 36.59 feet; thence N06°53'37"E, 22.92 feet; thence N83°06'23"W, 4.00 feet to the point of curvature of a curve concave Northerly having a radius of 100.00 feet and a chord bearing of N76°41'13"W; thence Westerly along the arc of said curve through a central angle of 12°50'19" for a distance of 22.41 feet to the point of reverse curvature of a curve concave Southerly having a radius of 100.00 feet and a chord bearing of N76°41'13"W; thence Westerly along the arc of said curve through a central angle of 12°50'19" for a distance of 22.41 feet to the point of tangency; thence N83°06'23"W, 17.00 feet to the point of curvature of a curve concave Northerly having a radius of 382.00 feet and a chord bearing of N71°27'20"W; thence Westerly along the arc of said curve through a central angle of 23°18'05" for a distance of 155.35 feet to the point of compound curvature of a curve concave Northeastly having a radius of 331.89 feet and a chord bearing of N40°27'29"W; thence Northwestly along the arc of said curve through a central angle of 38°41'37" for a distance of 224.13 feet to the point of tangency; thence N21°06'41"W, 102.72 feet to the point of curvature of a curve concave Southwesterly having a radius of 294.00 feet and a chord bearing of N66°29'28"W; thence Northwestly along the arc of said curve through a central angle of 90°45'35" for a distance of 465.71 feet to the point of tangency; thence S68°07'44"W, 292.43 feet to the point of curvature of a curve concave Northerly having a radius of 356.00 feet and a chord bearing of S77°35'07"W; thence Westerly along the arc of said curve through a central angle of 18°54'46" for a distance of 117.51 feet to the point of tangency; thence S87°02'30"W, 315.27 feet to the point of curvature of a curve concave Northerly having a radius of 356.00 feet and a chord bearing of N83°36'22"W; thence Westerly along the arc of said curve through a central angle of 18°42'16" for a distance of 116.22 feet to the point of tangency; thence N74°15'14"W, 90.52 feet to the point of curvature of a curve concave Southerly having a radius of 284.00 feet and a chord bearing of S86°13'26"W; thence Westerly along the arc of said curve through a central angle of 39°02'40" for a distance of 200.35 feet to the point of tangency; thence S66°42'07"W, 191.38 feet to the point of curvature of a curve concave Southeastly having a radius of 329.00 feet and a chord bearing of S51°23'09"W; thence Southwesterly along the arc of said curve through a central angle of 30°37'55" for a distance of 175.89 feet to the point of tangency; thence S36°04'11"W, 426.66 feet to POINT OF BEGINNING "B". This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

Together containing 9.542 acres more or less when calculated in ground dimensions and being subject to any rights-of-way, restrictions and easements of record.

PREPARED FOR:

BOGGY CREEK IMPROVEMENT DISTRICT LAKE NONA TOWN CENTER
LOOP ROAD AND LIFT STATION No.10



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

DRAWN BY: PH
DATE: 2/2018

CHECKED BY: SG
DATE: 2/2018

JOB NO.
18193.011

SCALE
N/A

SHEET 7
OF 8

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
SEE SHEET 8 FOR NOTES & LEGEND

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the Northerly right-of-way line of Lake Nona Boulevard, LAKE NONA BOULEVARD THIRD ADDITION, Plat Book 72, Pages 135-139, of the Public Records of Orange County, Florida, as being N79°32'07"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burt" (PID AK7296), Northing 1467711.44, Easting 582877.80.
- The features and linework shown hereon are relative to National Geodetic Survey control point "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46 Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined factor: 0.99994883912 (1.00005116349757). All dimensions are Grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

SECTION 26-24-30 SECTION, TOWNSHIP, RANGE

L1 LINE NUMBER (SEE TABLE)
C1 CURVE NUMBER (SEE TABLE)
PRC POINT OF REVERSE CURVATURE
PCC POINT OF COMPOUND CURVATURE
PC POINT OF CURVATURE
PT POINT OF TANGENCY
NT NON-TANGENT
R/W RIGHT-OF-WAY
PB PLAT BOOK
POB POINT OF BEGINNING
PG(S) PAGE(S)
DOC# OFFICIAL RECORDS DOCUMENT NUMBER
No. NUMBER

PREPARED FOR:

BOGGY CREEK IMPROVEMENT DISTRICT

LAKE NONA TOWN CENTER
LOOP ROAD AND LIFT STATION No.10



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

DRAWN BY: PH
DATE: 2/2018

CHECKED BY: SG
DATE: 2/2018

JOB NO.
16193.011

SCALE
N/A

SHEET 8
OF 8

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>

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: Nemours Parkway West
Premise Address: Nemours Parkway
City, State, Zip: Orlando, FL
Premise Number:

BILLING INFORMATION

Billing Contract 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: 599881
Comments:

EXHIBIT 2
INITIAL LIGHTING PLAN

(75ea) 125w LED GE Cobra Fixture / OUC # 036-23116
(70ea) 28' Octagonal Concrete Pole, Jade Green, with Banner Arms/ OUC #
036-275XX
(75ea) 2 x 6' Aluminum Arm Black / OUC # 036-25029

Customer is responsible for Conduit, junction boxes, and pull string, per OUC spec

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

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

MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of [\$ 1946.08***]. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

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

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

Certificate of Completion (SCHEDULE 4)

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

**Operation and Maintenance Expenditures Paid
in August 2019 in an amount totaling \$74,080.01**

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 August 1, 2019 through August 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$74,080.01**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

9/10/19
12:13:19 PM

Boggy Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 8/1/2019 to 8/31/2019

Page: 1

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3423	08/22/19	P	AWC	Aquatic Weed Control, Inc.	\$835.00
3424	08/22/19	P	BERCON	Berman Construction	\$342.00
3425	08/22/19	P	CAROL	Carol King Landscape Maint.	\$20,429.00
3426	08/22/19	P	FISH	Fishkind & Associates, Inc.	\$16.50
3427	08/22/19	P	HGS	Hopping Green & Sams	\$1,552.50
3428	08/22/19	P	LCPC	Lake Country Pest Control	\$3,318.00
3429	08/22/19	P	MLM	Michael's Lighting & Electric	\$81.25
3430	08/22/19	P	PFMGC	PFM Group Consulting	\$811.64
3431	08/22/19	P	VENTUR	VenturesIn.com	\$125.99
3431	08/22/19	V 8/22/19	VENTUR	VenturesIn.com	(\$125.99)
3432	08/22/19	P	VENTUR	VenturesIn.com	\$125.99
3433	08/30/19	P	VALLEY	BrightView Landscape Services	\$280.00
3434	08/30/19	P	CAROL	Carol King Landscape Maint.	\$34,766.00
3435	08/30/19	P	HISAAC	Heather Isaacs	\$200.00
3436	08/30/19	P	PFMGC	PFM Group Consulting	\$3,142.55
3437	08/30/19	P	RLEVEY	Richard Levey	\$200.00
3438	08/30/19	P	TCZAPK	Thaddeus Czapka	\$200.00
BANK SUN REGISTER TOTAL:					\$66,300.43
GRAND TOTAL :					\$66,300.43

OUC

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

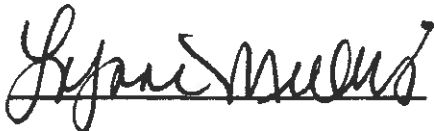
BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #409

8/2/2019

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control August Waterway Service	38680	\$ 835.00
2	Berman Construction Sock Drain Removal and Reinstallation	4917	\$ 342.00
3	Fishkind & Associates Conference Calls	24539	\$ 16.50
4	Michael's Lighting & Electric Night Lighting Check	10304	\$ 81.25
5	PFM Group Consulting March Copies April Copies May Copies March Postage April Postage May Postage March FedEx April FedEx May FedEx	OE-EXP-0213 OE-EXP-0214 OE-EXP-0215 OE-EXP-0216 OE-EXP-0217 OE-EXP-0218 OE-EXP-0219 OE-EXP-0220 OE-EXP-0221	\$ 55.50 \$ 79.50 \$ 516.45 \$ 10.25 \$ 9.00 \$ 14.00 \$ 4.10 \$ 7.85 \$ 26.57
6	VenturesIn.com Domain Name Registration August Application Hosting	44687 44720	\$ 20.99 \$ 105.00

TOTAL \$ 2,123.96



Secretary/Assistant Secretary

Chairperson



RECEIVED AUG 10 2019

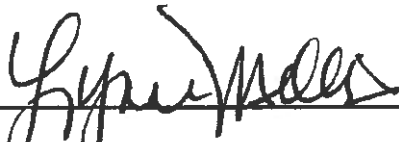
BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #410

8/9/2019

Item No.	Payee	Invoice Number	General Fund
1	Hopping Green & Sams General Counsel Through 06/30/2019	109084	\$ 1,552.50
2	Lake Country Pest Control Tree Injections	BC-101	\$ 2,725.50
3	OUC <i>pd online 8/16/19</i> Acct: 2562183178 ; 07/02/2019 - 08/02/2019	—	\$ 7,779.58
4	PFM Group Consulting June Reimbursables	OE-EXP-00295	\$ 88.42

TOTAL \$ 12,146.00


Secretary/Assistant Secretary

Chairperson

Jan 6/19
8/12/19

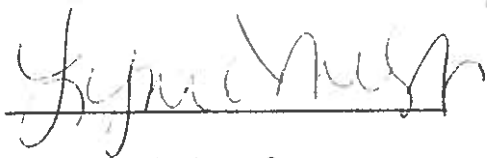
RECEIVED AUG 10 2019

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #411

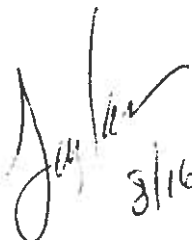
8/15/2019

Item No.	Payee	Invoice Number	General Fund
1	Carol King Landscape Maintenance August ICM Landscaping	167364	\$ 20,429.00
2	Lake County Pest Control Tree Injections	BC-103	\$ 592.50
TOTAL			\$ 21,021.50



Secretary/Assistant Secretary

Chairperson



8/16/19

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #412

8/23/2019

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services Controller #12 Repairs	6412491	\$ 280.00
2	Carol King Landscape Maintenance Interchange Landscape Services	167325	\$ 19,130.00
	Interchange Irrigation Services	167328	\$ 15,636.00
3	PFM Group Consulting August DM Fee	DM-08-2019-0008	\$ 3,125.00
	July Reimbursables	OE-EXP-00346	\$ 17.55
4	Supervisor Fees - 08/21/2019 Meeting Richard Levey	--	\$ 200.00
	Thad Czapka	--	\$ 200.00
	Heather Isaacs	--	\$ 200.00
TOTAL			\$ 38,788.55


Secretary/Assistant Secretary

Chairperson


8/24/19

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 8/31/2019

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Revenues</u>					
Off-Roll Assessments	\$804,654.76				\$804,654.76
Other Income & Other Financing Sources	367.61				367.61
Inter-Fund Transfers In	556.17				556.17
Other Assessments		\$3,989,060.64			3,989,060.64
Other Income & Other Financing Sources		630,503.91			630,503.91
Inter-Fund Group Transfers In		19,370.20			19,370.20
Other Income & Other Financing Sources			\$4,923,117.69		4,923,117.69
Inter-Fund Transfers In			(19,926.37)		(19,926.37)
Total Revenues	\$805,578.54	\$4,638,934.75	\$4,903,191.32	\$0.00	\$10,347,704.61
<u>Expenses</u>					
Supervisor Fees	\$4,400.00				\$4,400.00
Public Officials' Liability Insurance	3,250.00				3,250.00
Trustee Services	2,805.99				2,805.99
Management	34,375.00				34,375.00
Engineering	7,465.50				7,465.50
Dissemination Agent	5,000.00				5,000.00
District Counsel	18,899.48				18,899.48
Audit	5,923.00				5,923.00
Travel and Per Diem	65.74				65.74
Telephone	124.96				124.96
Postage & Shipping	195.19				195.19
Copies	1,353.00				1,353.00
Legal Advertising	9,592.77				9,592.77
Miscellaneous	1,916.61				1,916.61
Property Taxes	339.11				339.11
Web Site Maintenance	1,175.99				1,175.99
Holiday Decorations	802.00				802.00
Dues, Licenses, and Fees	175.00				175.00
Electric	2,990.36				2,990.36
Water Reclaimed	32,004.38				32,004.38
General Insurance	3,687.00				3,687.00
Property & Casualty	3,322.00				3,322.00
Irrigation	42,691.95				42,691.95
Landscaping Maintenance & Material	194,621.99				194,621.99
Landscape Improvements	22,051.46				22,051.46
Flower & Plant Replacement	99,924.55				99,924.55
Contingency	1,642.00				1,642.00
IME - Aquatics Maintenance	2,985.08				2,985.08
IME - Irrigation	7,936.68				7,936.68
IME - Landscaping	80,585.33				80,585.33
IME - Lighting	1,983.73				1,983.73
IME - Miscellaneous	2,553.82				2,553.82
IME - Water Reclaimed	788.91				788.91
Pest Control	1,510.00				1,510.00
Entry and Wall Maintenance	6,622.66				6,622.66
Streetlights	48,833.76				48,833.76

Boggy Creek Improvement District
Statement of Activities
As of 8/31/2019

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
Principal Payment		\$1,380,000.00			1,380,000.00
Interest Payments		2,829,736.85			2,829,736.85
Engineering			\$114,803.24		114,803.24
District Counsel			5,524.00		5,524.00
Legal Advertising			1,237.76		1,237.76
Contingency			4,311,746.90		4,311,746.90
Total Expenses	\$654,595.00	\$4,209,736.85	\$4,433,311.90	\$0.00	\$9,297,643.75
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$174.57				\$174.57
Interest Income		\$11,484.43			11,484.43
Interest Income			\$82.17		82.17
Total Other Revenues (Expenses) & Gains (Losses)	\$174.57	\$11,484.43	\$82.17	\$0.00	\$11,741.17
Change In Net Assets	\$151,158.11	\$440,682.33	\$469,961.59	\$0.00	\$1,061,802.03
Net Assets At Beginning Of Year	<u>(\$47,670.80)</u>	<u>\$4,360,066.32</u>	<u>(\$1,323,332.79)</u>	<u>\$0.00</u>	<u>\$2,989,062.73</u>
Net Assets At End Of Year	<u>\$103,487.31</u>	<u>\$4,800,748.65</u>	<u>(\$853,371.20)</u>	<u>\$0.00</u>	<u>\$4,050,864.76</u>

Boggy Creek Improvement District
Statement of Financial Position
As of 8/31/2019

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$79,189.91				\$79,189.91
State Board of Administration	1,280.74				1,280.74
Due From Other Funds	101.50				101.50
Due From Other Governmental Units	38,125.21				38,125.21
Prepaid Expenses	1,728.49				1,728.49
Deposits	4,550.00				4,550.00
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		846,068.71			846,068.71
Revenue Series 2013		132.56			132.56
Interest Series 2018		516.13			516.13
General Checking Account			\$13,127.19		13,127.19
Acquisition/Construction Series 2013			14,783.27		14,783.27
Acquisition/Construction Series 2018			25,774.54		25,774.54
Total Current Assets	\$124,976.57	\$4,800,748.65	\$53,685.00	\$0.00	\$4,979,410.22
<u>Investments</u>					
Amount Available in Debt Service Funds				\$4,800,748.65	\$4,800,748.65
Amount To Be Provided				69,734,251.35	69,734,251.35
Total Investments	\$0.00	\$0.00	\$0.00	\$74,535,000.00	\$74,535,000.00
Total Assets	\$124,976.57	\$4,800,748.65	\$53,685.00	\$74,535,000.00	\$79,514,410.22
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$21,489.26				\$21,489.26
Accounts Payable			\$890,694.32		890,694.32
Retainage Payable			16,260.38		16,260.38
Due To Other Funds			101.50		101.50
Total Current Liabilities	\$21,489.26	\$0.00	\$907,056.20	\$0.00	\$928,545.46
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$74,535,000.00	\$74,535,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$74,535,000.00	\$74,535,000.00
Total Liabilities	\$21,489.26	\$0.00	\$907,056.20	\$74,535,000.00	\$75,463,545.46

Boggy Creek Improvement District
Statement of Financial Position
As of 8/31/2019

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Net Assets</u>					
Net Assets, Unrestricted	\$70,114.13				\$70,114.13
Current Year Net Assets, Unrestricted	556.17				556.17
Net Assets - General Government	(117,784.93)				(117,784.93)
Current Year Net Assets - General Government	150,601.94				150,601.94
Net Assets, Unrestricted		(\$3,713,967.71)			(3,713,967.71)
Current Year Net Assets, Unrestricted		440,682.33			440,682.33
Net Assets - General Government		8,074,034.03			8,074,034.03
Net Assets, Unrestricted			(\$22,384,631.35)		(22,384,631.35)
Net Assets, Unrestricted			(5,635,677.60)		(5,635,677.60)
Current Year Net Assets, Unrestricted			469,961.59		469,961.59
Net Assets - General Government			26,696,976.16		26,696,976.16
Total Net Assets	<u>\$103,487.31</u>	<u>\$4,800,748.65</u>	<u>(\$853,371.20)</u>	<u>\$0.00</u>	<u>\$4,050,864.76</u>
Total Liabilities and Net Assets	<u>\$124,976.57</u>	<u>\$4,800,748.65</u>	<u>\$53,685.00</u>	<u>\$74,535,000.00</u>	<u>\$79,514,410.22</u>

Boggy Creek Improvement District
Budget to Actual
For the Month Ending 08/31/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Revenues</u>				
Off-Roll Assessments	\$ 804,654.76	\$ 745,153.54	\$ 59,501.22	\$ 812,894.77
Other Income & Other Financing Sources	367.61	-	367.61	-
Net Revenues	\$ 805,022.37	\$ 745,153.54	\$ 59,868.83	\$ 812,894.77
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 4,400.00	\$ 4,400.00	\$ -	\$ 4,800.00
Financial & Administrative				
Public Officials' Liability Insurance	3,250.00	3,277.08	(27.08)	3,575.00
Trustee Services	2,805.99	1,833.33	972.66	2,000.00
Management	34,375.00	34,375.00	-	37,500.00
Engineering	7,465.50	9,166.67	(1,701.17)	10,000.00
Dissemination Agent	5,000.00	4,583.33	416.67	5,000.00
District Counsel	18,899.48	27,500.00	(8,600.52)	30,000.00
Assessment Administration	-	6,875.00	(6,875.00)	7,500.00
Audit	5,923.00	3,575.00	2,348.00	3,900.00
Arbitrage Calculation	-	1,100.00	(1,100.00)	1,200.00
Travel and Per Diem	65.74	458.33	(392.59)	500.00
Telephone	124.96	229.17	(104.21)	250.00
Postage & Shipping	195.19	275.00	(79.81)	300.00
Copies	1,353.00	2,291.67	(938.67)	2,500.00
Legal Advertising	9,592.77	2,750.00	6,842.77	3,000.00
Bank Fees	-	45.83	(45.83)	50.00
Miscellaneous	1,916.61	916.67	999.94	1,000.00
Property Taxes	339.11	-	339.11	-
Web Site Maintenance	1,175.99	1,145.83	30.16	1,250.00
Holiday Decorations	802.00	-	802.00	-
Dues, Licenses, and Fees	175.00	160.42	14.58	175.00
Total General & Administrative Expenses	\$ 97,859.34	\$ 104,958.33	\$ (7,098.99)	\$ 114,500.00

Boggy Creek Improvement District
Budget to Actual
For the Month Ending 08/31/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Field Operations Expenses</u>				
Electric Utility Services				
Electric	\$ 2,990.36	\$ 1,833.33	\$ 1,157.03	\$ 2,000.00
Entry Lighting	-	458.33	(458.33)	500.00
Water-Sewer Combination Services				
Water Reclaimed	32,004.38	32,083.33	(78.95)	35,000.00
Other Physical Environment				
General Insurance	3,687.00	3,712.50	(25.50)	4,050.00
Property & Casualty	3,322.00	91.67	3,230.33	100.00
Other Insurance	-	458.33	(458.33)	500.00
Irrigation	42,691.95	27,500.00	15,191.95	30,000.00
Landscaping Maintenance & Material	194,621.99	197,538.00	(2,916.01)	215,496.00
Landscape Improvements	22,051.46	43,545.33	(21,493.87)	47,504.00
Flower & Plant Replacement	99,924.55	36,666.67	63,257.88	40,000.00
Hurricane Cleanup	-	18,333.33	(18,333.33)	20,000.00
Contingency	1,642.00	27,500.00	(25,858.00)	30,000.00
Pest Control	1,510.00	-	1,510.00	-
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	2,985.08	3,157.92	(172.84)	3,445.00
IME - Irrigation	7,936.68	29,791.67	(21,854.99)	32,500.00
IME - Landscaping	80,585.33	73,033.68	7,551.66	79,673.10
IME - Lighting	1,983.73	18,333.33	(16,349.60)	20,000.00
IME - Miscellaneous	2,553.82	-	2,553.82	-
IME - Water Reclaimed	788.91	2,979.17	(2,190.26)	3,250.00
Road & Street Facilities				
Entry and Wall Maintenance	6,622.66	9,166.67	(2,544.01)	10,000.00
Streetlights	48,833.76	75,166.67	(26,332.91)	82,000.00
Parks & Recreation				
Personnel Leasing Agreement	-	18,333.33	(18,333.33)	20,000.00
Reserves				
Infrastructure Capital Reserve	-	18,486.11	(18,486.11)	20,166.67
Interchange Maintenance Reserve	-	2,163.33	(2,163.33)	2,360.00
Total Field Operations Expenses	\$ 556,735.66	\$ 640,332.71	\$ (83,597.05)	\$ 698,544.77
Total Expenses	\$ 654,595.00	\$ 745,291.04	\$ (90,696.04)	\$ 813,044.77
Income (Loss) from Operations	\$ 150,427.37	\$ (137.50)	\$ 150,564.87	\$ (150.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 174.57	\$ 137.50	\$ 37.07	\$ 150.00
Total Other Income (Expense)	\$ 174.57	\$ 137.50	\$ 37.07	\$ 150.00
Net Income (Loss)	\$ 150,601.94	\$ -	\$ 150,601.94	\$ -

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 08/31/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	YTD Actual
Revenues												
Off-Roll Assessments	\$ 406,447.46	\$ -	\$ -	\$ 47,014.01	\$ 142,033.91	\$ -	\$ 19,931.60	\$ 197,467.80	\$ (8,240.02)	\$ -	\$ -	\$ 804,654.76
Other Income & Other Financing Sources	-	-	-	-	367.61	-	-	-	-	-	-	367.61
Net Revenues	\$ 406,447.46	\$ -	\$ -	\$ 47,014.01	\$ 142,401.52	\$ -	\$ 19,931.60	\$ 197,467.80	\$ (8,240.02)	\$ -	\$ -	\$ 805,022.37
General & Administrative Expenses												
Legislative												
Supervisor Fees	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 600.00	\$ 400.00	\$ -	\$ 600.00	\$ 4,400.00
Financial & Administrative												
Public Officials' Liability Insurance	3,250.00	-	-	-	-	-	-	-	-	-	-	3,250.00
Trustee Services	1,571.35	-	-	-	-	-	-	-	-	1,234.64	-	2,805.99
Management	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	34,375.00
Engineering	-	806.00	887.00	648.50	633.50	560.50	801.00	2,486.50	642.50	-	-	7,465.50
Dissemination Agent	-	-	-	-	1,250.00	-	-	3,750.00	-	-	-	5,000.00
District Counsel	-	-	1,449.10	1,789.00	2,165.77	2,008.64	1,545.48	5,457.88	-	2,931.11	1,552.50	18,899.48
Assessment Administration	7,500.00	-	-	-	-	-	-	(7,500.00)	-	-	-	-
Audit	-	-	-	-	3,023.00	2,900.00	-	-	-	-	-	5,923.00
Arbitrage Calculation	-	-	-	-	-	-	-	-	-	-	-	-
Travel and Per Diem	-	9.31	18.33	9.22	14.44	4.64	-	9.80	-	-	-	65.74
Telephone	-	-	6.49	28.82	-	-	34.76	15.84	22.55	-	16.50	124.96
Postage & Shipping	-	13.06	20.63	34.77	-	28.04	-	-	-	-	98.69	195.19
Copies	-	88.50	180.00	93.00	168.00	93.00	-	-	-	-	730.50	1,353.00
Legal Advertising	1,253.86	978.86	-	196.25	196.25	392.50	2,643.79	200.00	-	200.00	3,531.26	9,592.77
Bank Fees	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	1,672.95	(1.35)	-	-	-	-	182.85	31.08	31.08	-	1,916.61
Property Taxes	-	339.11	-	-	-	-	-	-	-	-	-	339.11
Web Site Maintenance	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	125.99	1,175.99
Holiday Decorations	-	-	802.00	-	-	-	-	-	-	-	-	802.00
Dues, Licenses, and Fees	175.00	-	-	-	-	-	-	-	-	-	-	175.00
Total General & Administrative Expenses	\$ 17,380.21	\$ 7,537.79	\$ 6,992.20	\$ 6,429.56	\$ 11,080.96	\$ 9,617.32	\$ 8,655.03	\$ 8,432.87	\$ 4,326.13	\$ 7,626.83	\$ 9,780.44	\$ 97,859.34

Boggy Creek Improvement District
Budget to Actual
For the Month Ending 08/31/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	YTD Actual
Field Operations												
Electric Utility Services												
Electric	\$ -	\$ 196.70	\$ 200.67	\$ 197.53	\$ 197.85	\$ 193.83	\$ 199.41	\$ 742.59	\$ 286.88	\$ 272.33	\$ 502.57	\$ 2,990.36
Entry Lighting	-	-	-	-	-	-	-	-	-	-	-	-
Water-Sewer Combination Services												
Water Reclaimed	-	4,295.18	3,679.25	1,969.29	2,712.27	2,263.81	2,351.10	4,967.11	4,528.95	3,088.62	2,137.80	32,004.38
Other Physical Environment												
General Insurance	3,687.00	-	-	-	-	-	-	-	-	-	-	3,687.00
Property & Casualty Insurance	49.00	3,273.00	-	-	-	-	-	-	-	-	-	3,322.00
Other Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation	1,869.00	3,361.50	1,834.46	3,577.50	1,460.00	1,013.34	4,122.70	22,074.95	3,098.50	-	280.00	42,691.95
Landscaping Maintenance & Material	17,958.00	17,958.00	17,958.00	17,958.00	17,958.00	17,958.00	17,918.51	15,199.95	17,918.51	17,918.51	17,918.51	194,621.99
Landscape Improvements	-	1,950.00	-	-	-	-	-	16,143.46	-	640.00	3,318.00	22,051.46
Tree Trimming	-	14,865.20	4,400.45	3,550.00	11,899.60	13,943.00	42,798.00	8,468.30	-	-	-	99,924.55
Hurricane Cleanup	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	1,500.00	50.00	-	-	(250.00)	-	-	342.00	1,642.00
Pest Control	-	-	-	-	-	-	-	1,510.00	-	-	-	1,510.00
Interchange Maintenance Expenses												
IME - Aquatics Maintenance	-	542.75	271.37	271.37	271.37	271.37	271.37	271.37	271.37	271.37	271.37	2,985.08
IME - Irrigation	-	-	9.75	534.04	303.47	-	1,895.92	-	73.94	37.86	5,081.70	7,936.68
IME - Landscaping	6,639.42	6,639.42	6,639.42	6,639.42	6,639.42	7,973.87	-	6,639.42	6,639.42	13,278.85	12,856.67	80,585.33
IME - Lighting	88.72	236.94	181.21	95.38	682.74	369.61	71.76	62.88	65.07	61.48	67.94	1,983.73
IME - Miscellaneous	-	-	1,142.70	235.62	-	-	-	1,074.12	-	101.38	-	2,553.82
IME - Water Reclaimed	-	86.11	128.28	83.87	100.01	28.25	75.80	80.50	86.79	59.42	59.88	788.91
Road & Street Facilities												
Entry and Wall Maintenance	-	-	1,050.00	-	-	-	-	5,000.00	-	572.66	-	6,622.66
Streetlights	-	4,791.66	5,124.66	5,127.18	4,827.18	4,827.18	4,827.18	4,827.18	4,827.18	4,827.18	4,827.18	48,833.76
Parks & Recreation												
Personnel Leasing Agreement	-	-	-	-	-	-	-	-	-	-	-	-
Reserves												
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-	-	-	-	-
Total Field Operations Expenses	\$ 30,291.14	\$ 58,196.46	\$ 42,620.22	\$ 41,730.20	\$ 47,101.91	\$ 48,842.26	\$ 74,531.75	\$ 86,831.83	\$ 37,796.61	\$ 41,129.66	\$ 47,663.62	\$ 556,735.66
Total Expenses	\$ 47,671.35	\$ 65,734.25	\$ 49,612.42	\$ 48,159.76	\$ 58,182.87	\$ 58,459.58	\$ 83,186.78	\$ 95,264.70	\$ 42,122.74	\$ 48,756.49	\$ 57,444.06	\$ 654,595.00
Income (Loss) from Operations	\$ 358,776.11	\$ (65,734.25)	\$ (49,612.42)	\$ (1,145.75)	\$ 84,218.65	\$ (58,459.58)	\$ (63,255.18)	\$ 102,203.10	\$ (50,362.76)	\$ (48,756.49)	\$ (57,444.06)	\$ 150,427.37
Other Income (Expense)												
Interest Income	\$ 0.90	\$ 8.83	\$ 6.13	\$ 2.44	\$ 5.26	\$ 5.74	\$ 5.56	\$ 9.13	\$ 2.67	\$ 123.79	\$ 4.12	\$ 174.57
Total Other Income (Expense)	\$ 0.90	\$ 8.83	\$ 6.13	\$ 2.44	\$ 5.26	\$ 5.74	\$ 5.56	\$ 9.13	\$ 2.67	\$ 123.79	\$ 4.12	\$ 174.57
Net Income (Loss)	\$ 358,777.01	\$ (65,725.42)	\$ (49,606.29)	\$ (1,143.31)	\$ 84,223.91	\$ (58,453.84)	\$ (63,249.62)	\$ 102,212.23	\$ (50,360.09)	\$ (48,632.70)	\$ (57,439.94)	\$ 150,601.94

Boggy Creek Improvement District
Construction Tracking - early September

	Amount
Series 2018 Bond Issue	
Original Construction Fund - Not To Exceed	\$ 25,000,000.00
Additions (Interest, Transfers from DSR, etc.)	37,400.84
Cumulative Draws Through Prior Month	(10,016,211.20)
	=====
Construction Funds Available	\$ 15,021,189.64
 Requisitions This Month	
Requisition 2018-109: Donald W. McIntosh Associates	\$ (8,989.28)
	=====
Total Requisitions This Month	\$ (8,989.28)
	=====
Construction Funds Remaining	\$ 15,012,200.36
 Committed Funding	
Lake Nona Nemours Parkway West and Lift Station No. 10 – Jon M. Hall Company	\$ (37,440.00)
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)
Nemours Parkway & Lake Nona Boulevard - Traffic Control Devices	(18,251.28)
Lake Nona Medical City Drive Phase 2 – Bids Due April 6, 2018	-
	=====
Total Committed Funding	\$ (227,770.28)
	=====
Net Uncommitted	14,784,430.08

Boggy Creek Improvement District
FY 2019
Cash Flow Analysis

	Beg. Cash	FY18 Inflows	FY18 Outflows	FY19 Inflows	FY19 Outflows	End. Cash
10/1/2018	78,082.40	14,418.01	(29,702.34)	304,920.95	(58,290.28)	309,428.74
11/1/2018	309,428.74	-	(873.50)	8,476.75	(12,010.78)	305,021.21
12/1/2018	305,021.21	2,650.71	(10,720.60)	22,112.34	(111,656.27)	207,407.39
1/1/2019	207,407.39	-	-	64,405.97	(82,263.20)	189,550.16
2/1/2019	189,550.16	-	-	158,727.97	(83,538.65)	264,739.48
3/1/2019	264,739.48	-	-	17,337.39	(76,939.42)	205,137.45
4/1/2019	205,137.45	-	-	41,746.34	(82,975.53)	163,908.26
5/1/2019	163,908.26	-	-	205,037.23	(123,667.47)	245,278.02
6/1/2019	245,278.02	-	-	16,924.06	(70,546.81)	191,655.27
7/1/2019	191,655.27	-	-	14,864.13	(81,872.10)	124,647.30
8/1/2019	124,647.30	-	-	28,850.11	(74,307.50)	79,189.91
9/1/2019	79,189.91	-	-	-	(22,526.67)	56,663.24 as of 09/10/2019
FY 19 Totals		17,068.72	(41,296.44)	883,403.24	(880,594.68)	

As of 09/10/2019