

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, April 16, 2019 at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

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

Phone: 1-866-398-2885

Participant Code: 275521

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the March 19, 2019 Board of Supervisors' Meeting**

Business Matters

2. **Discussion of Fiscal Year 2020 Budget (*provided under separate cover*)**
3. **Ratification of Master Lighting Installation Upgrade and Service Agreement –Nemours Parkway Phase 7**
4. **Ratification of Requisition Nos. 2018-71 – 2018-77 Approved in March 2019 in an amount totaling \$1,080,806.80**
5. **Ratification of Operation and Maintenance Expenditures Paid in March 2019 in an amount totaling \$76,214.42**
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 March 19, 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, March 19, 2019 at 3:30 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827. Members listed below constituted a quorum.

Richard Levey
Thad Czapka
Heather Isaacs

Chair
Assistant Secretary
Assistant Secretary

Also, attending:

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

PFM
PFM
Hopping Green & Sams (via phone)
Donald W. McIntosh Associates
Construction Supervisor
Construction Committee
Construction Committee

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

Consideration of Minutes of the February 19, 2019 Board of Supervisors' Meeting

Board Members reviewed the minutes from the February 19, 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 February 19, 2019 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Consideration of RFP for District Landscaping & Common Area Maintenance

Ms. Walden explained that the Construction Committee met this past Thursday and the Committee reviewed and discussed the Request for Proposals. Attached is the Construction Committee's recommended advertisement along with evaluation criteria. District staff is recommending mandatory pre-proposal conference to be held on April 10, 2019. The performance bond is being switched to 25% of the total amount of the first year's proposal. District staff also recommends the breaking out of sections so the Board has the option to award contracts for individual sections or for all sections.

Dr. Levey stated that Boggy Creek is the managing entity on the Lake Nona Boulevard Interchange so there are two RFPs attached. One for the interchange and one for the District. The motion would be to approve both RFPs. Ms. Walden replied yes and noted the evaluation criteria which the Committee also reviewed and made a few changes. The lowest price gets the full points and the remaining bidders are awarded points based on their pricing relative to the low bid.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Requests for Proposals for State Road 417 (Central Florida Greenway) & Lake Nona Boulevard Interchange and Lake Nona Boulevard South and Roadways for District Landscaping and Common Area maintenance and approved the Evaluation Criteria as presented.

FIFTH ORDER OF BUSINESS

Consideration of Recommendation of Construction Committee for Traffic Signalization Improvements at the Intersection of Helios Boulevard and Lake Nona Boulevard

Mr. Newton explained that the District received three responses. The Construction Committee met last Thursday to discuss and evaluate the proposals. On the top of the evaluation sheet, the contractors are listed and below each contractor is their bid price and the number of days they quoted to complete the project. The Committee felt that the contractors all had qualified personnel and sufficient staffing so they all received 20 points. Experience, bonding capacity, and equipment were also the same.

Mr. Newton said for understanding the scope of work, New Florida Industrial Electric and Traffic Engineering and Management both received the full 5 points. The Construction Committee gave Traffic Control Devices 2 points because they had an excessive amount of concrete and paver replacement compared to the other two contractors and compared to what is shown on the plans.

Mr. Newton stated that the shortest schedule received the full points and then it is prorated based on the number of days longer than the shortest schedule. It only made about $\frac{3}{4}$ of a point difference between the 270 days and 280 days. The price was evaluated similarly, with the lowest bidder receiving the full number of points and the remaining bidders receiving a prorated number of points based on how much higher the other bids were than the low bidder. New Florida Industrial Electric received a total of 99.9 points, Traffic Engineering and Management received 99.26 points, and Traffic Control Devices received 79.97.

Mr. Newton stated that all of the contractors are FDOT qualified for signal work.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District accepted the Construction Committee's Recommended Rankings for the Traffic Signalization Improvements at the Intersection of Helios Boulevard and Lake Nona Boulevard and awarded the work to New Florida Industrial Electric.

SIXTH ORDER OF BUSINESS

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

Mr. Kaufmann explained that this is an agreement that includes a section of Nemours Parkway Phase 7 lying within the District adjacent to Nemours Hospital. The Greenway Improvement District Board approved the agreement for the rest of Nemours Parkway Phase 7. An outstanding matter is to check on is the color of the fixtures and poles as there was a request by Tavistock modify some of the colors, which does not change the cost or the timing.

On Motion by Ms. Isaacs, second by Ms. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Master Lighting Installation Upgrade and Service Agreement – Nemours Parkway Phase 7 and authorized the Construction Supervisor to confirm the fixture color with the Developer and attach the correct specs.

SEVENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2018-58 – 70 Approved in February 2019 in an amount totaling \$1,507,491.00

Board Members reviewed Requisition Nos. 2018-58 – 70 approved in February 2019 in an amount totaling \$1,507,491.00.

Ms. Walden noted 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. 2018-58 – 70 approved in February 2019 in an amount totaling \$1,507,491.00.

EIGHTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in February 2019 in the amount totaling \$83,538.65

Board Members reviewed the Operation & Maintenance expenditures paid in February 2019 in the amount totaling \$83,538.65.

Ms. Walden noted 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 the Operation and Maintenance expenditures paid in February 2019 in the amount totaling \$83,538.65.

NINTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kaufmann explained that there is one work authorization. This authorization for LandDesign for additional services related to Nemours West which came through to the Board at the last meeting but there was some discussion about the amount of the change order request and the timing of it.

Dr. Levey stated that Mr. Gassaway was going to do some research. He asked if anyone got in contact with Mr. Gassaway. Mr. Kaufmann said he did. Mr. Thacker stated that the primary reason for the changes were due to all the median changes and the striping detail changes. Some were requested by the City and some were requested by the Developer. There were a substantial amount of changes over a period of time, which also includes the additional CA services.

Ms. Isaacs said she would approve it but the Board made mention at the last meeting that they were concerned about the length of time it took to reach the Board. She requested more consideration when these items are presented to the Board in the future.

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 Work Authorization in the amount of \$31,000.00 for the revisions to design and construction plans for landscape and irrigation on Nemours Parkway West and Lift Station 10.

TENTH ORDER OF BUSINESS

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

Ms. Walden explained that the District has total expenses of \$269,000.00 vs. a budget of \$338,768.65. So, the District is currently under budget through February. No action is required by the Board.

ELEVENTH ORDER OF BUSINESS

Staff Reports

District Counsel -

No Report

District Manager -

Ms. Walden noted that the next meeting is scheduled for Tuesday April 16, 2019. District staff is planning on starting the budget process and will bring the budget for Fiscal Year 2020. The District is scheduled to approve the preliminary budget at the May meeting.

District Engineer -

Mr. Newton distributed the Construction Status Memorandum (Minutes Exhibit A). Nemours Parkway and Lift Station 10 is anticipated to be substantially complete by the end of April. The second lift of asphalt has been completed and the contractor is currently waiting on power to the Lift Station so they can start it up. Then striping of the roadway is still to be completed. The current intent is to temporarily barricade the road at the intersection of Lake Nona Boulevard and Helios Boulevard and just west of the easternmost entrance to the Town Center until the new traffic signal is constructed at Helios Boulevard. There will be a short segment of Nemours West that is open from Lake Nona Boulevard to the easternmost town center access for construction traffic and the rest will be barricaded off until the Helios signal is installed, which should also provide some protection of the new roadway during town center construction.

The intersection improvements (Veterans Way and Tavistock Lakes Boulevard intersections with Lake Nona Boulevard) are done he is just waiting on as built surveys from the contractor. Nemours Parkway Phase 7 is under construction. They were scheduled to start some of the first lift of paving yesterday but did not start due to weather.

Dr. Levey asked about the Change Order on Lift Station 10. Mr. Newton presented Change Order #15 in the added amount of \$3,570.00. There is a driveway into the lift station that, when it was originally designed, did not need ADA accessible ramps but due to subsequent design changes, it now needs ADA ramps which prompted the Change Order.

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 #15 in the amount of \$3,570.00 for ADA Accessible Ramps recommended in the Construction Contract Status Memorandum dated March 19, 2019 from the District Engineer.

Construction Supervisor - No Report

Irrigation Specialist- Not Present

TWELFTH 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 Mr. Czapka, second by Ms. Isaacs, with all in favor, the March 19, 2019 Meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

BOGGY CREEK IMPROVEMENT DISTRICT

Fiscal Year 2020 Budget
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

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



The Reliable One

**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT**
NEMOURS PARKWAY PHASE 7

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

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

RECITALS

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

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

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

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

1. **RECITALS.**

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

2. **OUC DUTIES.**

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

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

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

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

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

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

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

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

3. CUSTOMER DUTIES.

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

[Signature]
Name: LARRY KAUFMANN

[Signature]
Name: JEFFREY F. NEWELL

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

By: [Signature]
Name: Richard Levey

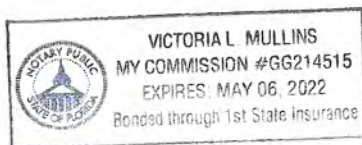
Title: Chair

Date: 3.19.19

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of March, 2019
by Richard Levey, as Chairman of the
Boggy Creek Improvement, who is personally known to me or []
produced the following identification: _____, and who did not take an
oath.



Victoria L. Mullins
Notary Public

Victoria L. Mullins
Printed Name Below Signature

May 06, 2022
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

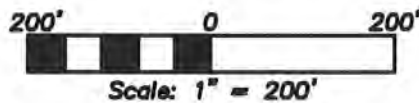
Printed Name Below Signature

My Commission Expires

EXHIBIT 1
THE PROPERTY

See attached description and sketch

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



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N11°23'49"W	120.00'
L2	N72°10'27"E	84.01'
L3	S00°00'16"E	131.30'
L4	S72°10'27"W	43.82'
L5	N11°23'49"W	5.00'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2940.00'	6°25'44"	329.89'	329.72'	N75°23'19"E
C2	3065.00'	6°25'44"	343.92'	343.74'	S75°23'19"W

CS# 16-204(O)

SKETCH OF DESCRIPTION

DESCRIPTION:

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

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

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

NOTES:

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

LEGEND

SECTION 25-24-30	SECTION, TOWNSHIP, RANGE
POB	POINT OF BEGINNING
DOC#	OFFICIAL RECORDS DOCUMENT NUMBER PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
NT	NON-TANGENT
R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PCC	POINT OF COMPOUND CURVATURE
P-C	POINT OF CUSP
PRC	POINT OF REVERSE CURVATURE
L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH

NEMOURS PARKWAY PHASE 7 - PORTION OUC LIGHTING AGREEMENT



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: <u>RTS</u>	CHECKED BY: <u>RTS</u>	JOB NO.	SCALE	SHEET <u>2</u>
DATE: <u>10/2018</u>	DATE: <u>10/2018</u>	<u>16106</u>	<u>N/A</u>	OF <u>2</u>

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 Phase 7

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: 659289

Comments: _____

EXHIBIT 2

INITIAL LIGHTING PLAN

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

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

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

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

MONTHLY INSTALLMENT:

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

ADDITIONAL CHARGES:

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

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

BOGGY CREEK IMPROVEMENT DISTRICT

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

BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817

PHONE: (407) 382-3256 • FAX: (407) 382-3254

Requisition Recap For Board Approval

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

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

EXHIBIT D

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

DATE	February 22, 2019	REQUISITION NO	2018-071
PAYEE	Donald W McIntosh Associates	AMOUNT DUE	\$8,974.90
ADDRESS	2200 Park Avenue North Winter Park, FL 32789	FUND	Acquisition/Construction
ITEM	<ul style="list-style-type: none">• Invoice 36268 for Project 16193 (Lake Nona Town Center Parcel 22A Perimeter Road, Lift Station 10 and Force Main) Through 01/25/2019 - \$5,941.25• Invoice 36271 for Project 18128 (Nemours Parkway Phase 7 - Construction Phase Services - BCID) Through 01/25/2019 - \$3,033.65		

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


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

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

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

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

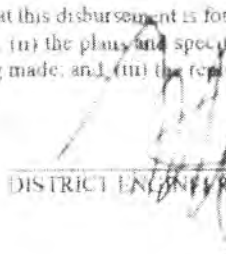
BOGGY CREEK IMPROVEMENT DISTRICT

BY 
CHAIRMAN or VICE CHAIRMAN
Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY


DISTRICT ENGINEER

2/21/19

RECEIVED MAR 28 2019

EXHIBIT D

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

DATE:	February 22, 2019	REQUISITION NO:	2018-072
PAYEE:	Ferguson Waterworks	AMOUNT DUE:	\$126.00
ADDRESS:	PO Box 100286 Atlanta, GA 30384-0286	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">• Invoice 1665686 for Construction Materials Through 02/12/2019 – \$28.00• Invoice 1662958-1 for Construction Materials Through 02/12/2019 – \$28.00• Invoice 1662958 for Construction Materials Through 02/05/2019 – \$70.00		

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

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY: 

DISTRICT ENGINEER

Jeffrey J. Newton, P.E.

RECEIVED MAR 28 2019

EXHIBIT D

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

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

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


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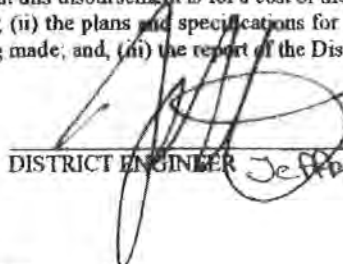
Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN
Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  2/25/19
DISTRICT ENGINEER Jeffrey J. Newton P.E.

RECEIVED MAR 28 2019

EXHIBIT D

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

DATE:	March 1, 2019	REQUISITION NO:	2018-074
PAYEE:	Hopping Green & Sams	AMOUNT DUE:	\$1,010.50
ADDRESS:	119 S. Monroe Street, Ste. 300 PO Box 6526 Tallahassee, FL 32314	FUND:	Acquisition/Construction
ITEM:	Invoice 105596 for Project Construction Through 01/31/2019		

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

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BOGGY CREEK IMPROVEMENT DISTRICT

BY:  3-7-19
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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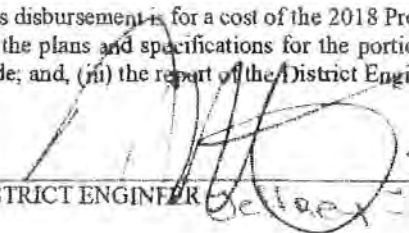
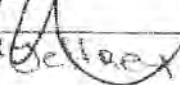
BY:  3/4/19
DISTRICT ENGINEER  Newton P.E.

EXHIBIT D

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

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

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

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BOGGY CREEK IMPROVEMENT DISTRICT

BY:

CHAIRMAN or VICE CHAIRMAN

Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:

DISTRICT ENGINEER

[Signature] 3/12/19
Debra J. Newton PE.

RECEIVED MAR 28 2019

EXHIBIT D

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

DATE:	March 22, 2019	REQUISITION NO.	2018-076
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE	\$20,787.37
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">• Invoice 36368 for Project 23218 (Lake Nona Boggy Creek) Through 02/22/2019 - \$5,922.27• Invoice 36370 for Project 16193 (Lake Nona Town Center Parcel 22A Perimeter Road, Lift Station 10 and Forcemain) Through 02/22/2019 - \$11,274.50• Invoice 36373 for Project 17162 (Lake Nona Boulevard Signal Modifications) Through 02/22/2019 - \$2,043.00• Invoice 36375 for Project 18128 (Nemours Parkway Phase 7 - Construction Phase Services - BCID) Through 02/22/2019 - \$1,547.60		

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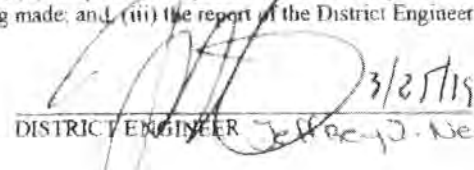
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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN
Damon Venterra

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:  3/25/19
DISTRICT ENGINEER *J. W. Newton P.E.*

RECEIVED MAR 28 2019

EXHIBIT D

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

DATE:	March 22, 2019	REQUISITION NO:	2018-077
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$74.17
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice OSC4870689 (Ad #6157586) for Construction Legal Advertising through 03/10/2019, Split Three Ways		

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

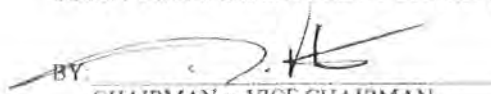
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will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

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

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

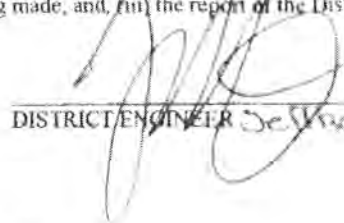
Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN
Damon Pentura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:  3/25/19
DISTRICT ENGINEER Jeffrey J. Newton P.E.

RECEIVED MAR 28 2019

BOGGY CREEK IMPROVEMENT DISTRICT

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

BOGGY CREEK IMPROVEMENT DISTRICT

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

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

The total items being presented: **\$76,214.42**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

4/3/19
5:07:23 PM

Boggy Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 3/1/2019 to 3/31/2019

Page: 1

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

* 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 #390

3/1/2019

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control March Waterway Service	34168	\$ 835.00
2	Carol King Landscape Maintenance Interchange Off-Ramp Landscaping Services	164781	\$ 696.00
	Interchange Off-Ramp South Side Landscaping Services	164782	\$ 1,705.00
	Interchange On-Ramp South Side Landscaping Services	164783	\$ 1,705.00
3	Hopping Green & Sams General Counsel Through 01/31/2019	105595	\$ 2,008.64
4	Michael's Lighting & Electric Interchange Lighting Replacements	8535	\$ 931.00
	Night Lighting Check 02/27/2019	8553	\$ 81.25
5	Orlando Sentinel Legal Advertising on 02/19/2019	OSC4372713	\$ 196.25
6	VenturesIn.com March Application Hosting	44357	\$ 105.00
TOTAL			\$ 8,263.14


Secretary/Assistant Secretary


Chairperson


3/1/19

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BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #391

3/8/2019

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services Controller #30 (Zone #13) Repairs Clock #28 (Zone #14) Repairs Sod Installation	6188355 6207871 6210966	\$ 230.00 \$ 319.50 \$ 1,376.00
2	Grau and Associates FY 2018 Audit	17647	\$ 2,900.00
3	OUC <i>pd online 3/12/19</i> Acct: 2562183178 ; Service 02/01/2019 - 03/01/2019	—	\$ 7,496.76
TOTAL			\$ 12,322.26



Secretary/Assistant Secretary

Chairperson



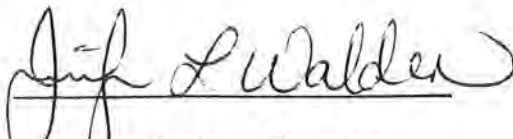
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BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #392

3/22/2019

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


Secretary/Assistant Secretary

Chairperson


3/23/19

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BOGGY CREEK IMPROVEMENT DISTRICT

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

Boggy Creek Improvement District

Statement of Activities

As of 3/31/2019

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

Boggy Creek Improvement District

Statement of Activities

As of 3/31/2019

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

Boggy Creek Improvement District
Statement of Financial Position
As of 3/31/2019

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

Boggy Creek Improvement District
Statement of Financial Position
As of 3/31/2019

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

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 03/31/2019

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

Boggy Creek Improvement District
Budget to Actual
For the Month Ending 03/31/2019

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

Boggy Creek Improvement District

Budget to Actual
For the Month Ending 03/31/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	YTD Actual
<u>Revenues</u>							
Off-Roll Assessments	\$ 406,447.46	\$ -	\$ -	\$ 47,014.01	\$ 142,033.91	\$ -	\$ 595,495.38
Other Income & Other Financing Sources	-	-	-	-	367.61	-	367.61
Net Revenues	\$ 406,447.46	\$ -	\$ -	\$ 47,014.01	\$ 142,401.52	\$ -	\$ 595,862.99
<u>General & Administrative Expenses</u>							
Legislative							
Supervisor Fees	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 2,400.00
Financial & Administrative							
Public Officials' Liability Insurance	3,250.00	-	-	-	-	-	3,250.00
Trustee Services	1,571.35	-	-	-	-	-	1,571.35
Management	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	18,750.00
Engineering	-	806.00	887.00	648.50	633.50	560.50	3,535.50
Dissemination Agent	-	-	-	-	1,250.00	-	1,250.00
District Counsel	-	-	1,449.10	1,789.00	2,165.77	2,008.64	7,412.51
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	55.94
Telephone	-	-	6.49	28.82	-	-	35.31
Postage & Shipping	-	13.06	20.63	34.77	-	28.04	96.50
Copies	-	88.50	180.00	93.00	168.00	93.00	622.50
Legal Advertising	1,253.86	978.86	-	196.25	196.25	392.50	3,017.72
Bank Fees	-	-	-	-	-	-	-
Miscellaneous	-	1,672.95	(1.35)	-	-	-	1,671.60
Property Taxes	-	339.11	-	-	-	-	339.11
Web Site Maintenance	105.00	105.00	105.00	105.00	105.00	105.00	630.00
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	\$ 59,038.04

Boggy Creek Improvement District

Budget to Actual
For the Month Ending 03/31/2019

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

**Boggy Creek Improvement District
Construction Tracking - early April**

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

Boggy Creek Improvement District
FY 2019
Cash Flow Analysis

	Beg. Cash	FY18 Inflows	FY18 Outflows	FY19 Inflows	FY19 Outflows	End. Cash
10/1/2018	78,082.40	14,418.01	(29,702.34)	304,920.95	(58,290.28)	309,428.74
11/1/2018	309,428.74	-	(873.50)	8,476.75	(12,010.78)	305,021.21
12/1/2018	305,021.21	2,650.71	(10,720.60)	22,112.34	(111,656.27)	207,407.39
1/1/2019	207,407.39	-	-	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	-	-	-	(196.25)	204,941.20 as of 04/03/2019
FY 19 Totals		17,068.72	(41,296.44)	575,981.37	(424,894.85)	

As of 04/03/2019