

# **Boggy Creek Improvement District**

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

[www.boggycreekid.org](http://www.boggycreekid.org)

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The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at **3:30 p.m. on Monday, November 19, 2018 at the Lake Nona Lakehouse, 13623 Sachs Ave., Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

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

Phone: 1-866-398-2885

Participant Code: 275521

## **BOARD OF SUPERVISORS' MEETING AGENDA**

### **Organizational Matters**

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the October 16, 2018 Board of Supervisors' Meeting**

### **Business Matters**

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

### **Other Business**

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

### **Adjournment**

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Minutes of the October 16, 2018  
Board of Supervisors' Meeting**

**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, October 16, 2018 at 3:30 p.m. at 6900 Tavistock Lakes Blvd, Orlando, FL 32827. Members listed below constituted a quorum.

Richard Levey	Chair
Thad Czapka	Assistant Secretary
Scott Gasaway	Assistant Secretary
Heather Isaacs	Assistant Secretary

Also, attending:

Jennifer Walden	Fishkind & Associates, Inc.
Lynne Mullins	Fishkind & Associates, Inc.
Jeff Newton	District Engineer
Larry Kaufmann	Construction Supervisor
Stephen Flint	Tavistock Development
Scott Thacker	Tavistock Development
Mike Eckert	Hopping Green & Sams (via phone)

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Levey called for any public comments on any agenda items. There were no members of the public present at this time.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of  
the September 18, 2018  
Board of Supervisors'  
Meeting**

Board Members reviewed the minutes from the September 18, 2018 Board of Supervisors' Meeting. Ms. Walden noted for the record that the District Engineer provided minor comments today and will add those into the minutes.

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 September 18, 2018 Board of Supervisors' Meeting, as amended.

#### **FOURTH ORDER OF BUSINESS**

#### **Consideration of Property Insurance for Hardscape Items**

Ms. Walden explained that Mr. Kaufmann and Mr. Thacker met with the insurance company and they went over the different hardscape items they thought the District should be covering under insurance. She presented a building schedule with those items and the replacement value cost (Minutes Exhibit A). She stated that the building replacement value of the items equals \$425,000.00 and the insurer is stating that the premium will be an additional \$3,273.00.

Mr. Levey stated that it depends on what the terms and conditions are and asked if she is waiting for a proposal. Ms. Walden stated that she is waiting on the actual proposal but they were able to provide a price so the District could keep this process moving. She noted that in the budget the insurance total is \$8,225.00 for Fiscal Year 2019 and if this insurance is added the new total would be \$10,259.00. Mr. Levey requested that this item be tabled for now and consider it at the next meeting.

Mr. Kaufmann stated that insurance will be dependent on the deductible amount. He asked if this proposal will come back with a deductible amount. Mr. Levey suggested that District staff ask for a range of options to provide to the Board at the next meeting.

#### **FIFTH ORDER OF BUSINESS**

#### **Ratification of Requisition Nos. 2018-016 – 2018-019 Approved in September 2018 in an amount totaling \$587,075.75**

Board Members reviewed Requisition Nos. 2018-016 – 2018-019 approved in September 2018 in an amount totaling \$587,075.75.

Ms. Isaacs asked how much percentage of work is John M. Hall at for Requisition 2018-019. District staff responded that it is between 70% to 80%.

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. 2018-016 – 2018-019 approved in September 2018 in an amount totaling \$587,075.75.

#### **SIXTH ORDER OF BUSINESS**

#### **Ratification of Operation and Maintenance Expenditures Paid in September 2018 in the amount totaling \$158,988.55**

Board Members reviewed the Operation & Maintenance expenditures paid in September 2018 in the amount totaling \$158,988.55.

On Motion by Mr. 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 September 2018 in the amount totaling \$158,988.55.

#### **SEVENTH ORDER OF BUSINESS**

#### **Recommendation of Work Authorizations/Proposed Services**

Mr. Kaufmann presented a Work Authorization from Donald W. McIntosh in the amount of \$400.00 for S&D for BCID portion of Nemours Parkway Phase 7.

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 from Donald W. McIntosh Associates, Inc. in the amount of \$400.00 for S&D for BCID portion of Nemours Parkway Phase 7 for the Nemours Parkway Phase 7 – BCID Additional Survey Services Project.

## **EIGHTH 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 the end of September 2018. Mr. Levey asked if this is through the end of the Fiscal Year. Ms. Walden responded yes but reminded the Board that the District is able to have expenses come in the next two months and hit the Fiscal Year 2018 budget. She noted that she is hoping for a more updated actual expenses at the November Board meeting to see where the District ended for Fiscal Year 2018 and how the District is doing for Fiscal Year 2019. No action was required by the Board.

## **NINTH ORDER OF BUSINESS**

### **Staff Reports**

District Counsel -

No Report

District Manager -

Ms. Walden stated that the next meeting is scheduled for Tuesday, November 20, 2018 which is the Tuesday prior to Thanksgiving. She asked the Board to let her know if there are going to be any issues. Two of the Board Members stated that they will not be able to make that meeting. Ms. Walden stated that she will send out an email to different Board Members to see what dates will work.

District Engineer -

Mr. Newton distributed the Construction Status Memorandum (Minutes Exhibit B). He stated that for Nemours West & Lift Station 10 base course is all down and they are working on the prime coat but differed the actual laying down of the first coat of the paving until after the City has accepted the sewer. He noted that they have been working on getting the sewer video scheduled but have not been able to tie the City down to a date.

He explained that he has three Change Orders attached. Change Order #11 in the amount of \$25,717.62 with an addition of 20 days for landscape and irrigation revision. Change Order #12 in the amount of \$6,262.80 with the addition of two days for some miscellaneous revisions including a paving revision, water line revisions, and sleeving. Change Order #13 in the amount of \$14,141.28 with an addition of 10 days for soil fracturing. Originally, they received a Change Order from this contractor for over \$500,000.00 for soil preparation for landscaping and there was

some discussion with Mr. Thacker and Mr. Flint about a revised scope of that soil preparation and it ended up lowering that amount to \$14,000.00. Mr. Newton recommended approval by motion of those three change orders listed in the Construction Contract Status memorandum dated October 16, 2018.

Ms. Isaacs asked about Change Order #11 and what the time request attributed to it was because it does not look like they started landscaping. She asked if it was related to the irrigation. Mr. Newton responded that he forwarded it to the landscape architect, Land Design, for their review and comment and they said it was fine. Mr. Newton noted that originally this Change Order had another line item in it for as-builts and surveys which Land Design agreed was inappropriate so it was eliminated.

Ms. Isaacs stated that she does not understand a reason for a time delay. She asked if irrigation install has been started. Mr. Newton responded yes. She stated that she will recommend approval of those Change Orders but in the future would like more clarification on what specifically the time is being applied to when it looks like there is not a whole lot of landscaping and irrigation work going on.

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 Orders #11, 12, & 13, with a caveat for clarification of time delays and what the time delay is being applied to.

Mr. Newton stated that the intersection improvements at Tavistock Lakes and Veteran's Way along with Lake Nona Boulevard are effectively complete with two exceptions. He explained that the striping revisions on Veteran's Way north of Lake Nona Boulevard have not been done because that has been a parking and staging area for the Contractor working on Office Building #2 in the Town Center. Mr. Newton stated that when the City approves the signal phasing change and TCD goes out there to do that then all the cars will be moved off of the area for a day and they will have John M. Hall do the striping. He stated that it is thermo plastic and they can put it down and people can park on it immediately.

Mr. Newton explained that for Medical City Drive Phase 2 the first lift of asphalt is down and there was some delay in getting as-builts from the Contractor. They will have to re-chlorinate and retest and they are differing the second lift of asphalt until that is done. He noted that the missing segment of reclaimed water main is still missing as the Contractor has been more focused on Medical City Drive because of the J & J obligations and they have not dealt with the missing water main. He stated that it is going to take additional funds and the Contractor said that they expended their \$32,620.00 on making the connection on the south which is all they thought they were going to have to do. Mr. Newton stated that the Board is ultimately going to need to approve additional funds from the Contractor. Mr. Levey stated that he thought the Board did that for the missing link. Mr. Newton stated that there are technically two missing links. One ran from Laureate Boulevard up to where the reclaimed water ended and the Contractor made that connection but there is another missing link about 120 feet farther up the road where there is just a cup.

Mr. Levey asked who built that section. Mr. Newton responded that Dewitt built that section. Mr. Levey asked what Dewitt said about it. Mr. Kaufmann stated that it was over 10 years ago and the District does not have any recourse against them. Mr. Levey asked if Dewitt is still on the qualified list. Mr. Kaufmann said yes but it is a different company by the same name because the company was purchased but kept the name and all the personnel changed. The Attorney wrote letters to Dewitt demanding that they come out and correct it. Mr. Levey stated that it is amazing that the City didn't catch it and the District didn't catch it. Mr. Newton stated that it is shown as complete on the certified as-builts prepared by a Florida Licensed Surveyor and delivered to the District by the Contractor. Mr. Levey asked for the name of the surveyor. Mr. Newton replied that he would have to go back and look. Mr. Levey suggested that the District not use that surveyor any more. Ms. Isaacs asked if the District had an acceptance certificate from the City Engineer. Mr. Newton stated that typically Contractors hire pick-up truck surveyors who have their license. Mr. Kaufmann stated that the thing that is up stream right now is unidentified because cameras were run up and it was blocked with filter cloth which made them think that someone cut and removed something. Mr. Levey asked if



this was by UCF. Mr. Kaufmann stated that this is near Burnham and a reclaimed line that was used for fire hydrants when the District first started Lake Nona and it did not have any water supply. The District was using the reclaimed lines for fire protection and when the fire protection was done the hydrants were removed and the lines were never connected. Mr. Newton added that the lines have not had water in it for ten years so it is unknown what it has done to the seals. Mr. Newton asked Mr. Kaufmann if he thinks that the District needs to approve a certain amount of money to get Jr. Davis to investigate what the deal is and what is needed to give the District an idea of what the final number is.

Mr. Levey asked what the investigation entails. Mr. Newton stated that the Contractor needs to excavate 120 feet up the street. Mr. Levey asked if it is in the easement or the right-of-way. Mr. Kaufmann stated that it is in the right-of-way. Mr. Levey asked if it is under pavement, sidewalk, or bracket curb. Mr. Newton stated that it would probably involve the removal of the sidewalk in that area. Mr. Kaufmann stated that it is not a crisis right now. Mr. Levey asked if it has to be fixed. Mr. Newton responded that it will need to be fixed eventually. Mr. Levey asked if District staff wants to investigate the extent of the problem now and if the District has a source of funds to do this. Mr. Newton stated that it is not in the Capital Improvement Program. Mr. Levey stated that he is less concerned about the investigation than he is about the fix. Ms. Isaacs agreed. Mr. Newton noted that contingencies are built into the estimates that he uses in the Engineer's Report. He added that Medical City Drive is in the Capital Improvement Program. It is being built as a private road right now but the piece of Medical City Drive north of there was built by the District and it is the District's responsibility to make sure that it is delivered the way that it was planned to be delivered.

Ms. Isaacs asked why it is not the City's responsibility since it has been over 10 years. Since one of the problems is that the District is not getting acceptance letters from the City saying that they signed off on the Engineer's Certificate of Completion from the City of Orlando then they are never going to come back to make any repairs. She wants to make sure that the District is doing this on every project going forward otherwise the District is going to be stuck paying for

all these improvements that the District probably should not even have to pay for.

Mr. Levey asked if this ever got an acceptance letter from the City. Mr. Newton stated that he doubts it but he can go back and look. It was certified as complete and the certification was based on as-builts that were delivered to the District by a licensed Florida Surveyor to say that the line was there and it was previously pressure tested. Mr. Levey asked if Mr. Newton thinks that the line was removed when the fire hydrants were removed and not reconnected. Mr. Levey asked who did the fire hydrants. Mr. Kaufmann stated it was a Contractor and it was probably Dewitt. Mr. Newton added that the City would probably claim this as a latent defect.

Mr. Levey asked what amount of money it would take to investigate the issue. Mr. Newton said it would take less than \$20,000.00. The Board discussed how to proceed. Mr. Newton recommended a not-to-exceed amount of \$20,000.00 to investigate the missing link and fix it if it is under the not-to-exceed amount. Mr. Gasaway asked Mr. Thacker if this is materially impacting the District's ability for current services. Mr. Thacker responded that it is not.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved a not-to-exceed amount of \$20,000.00 to investigate the missing segment of reclaimed water main.

Ms. Isaacs stated that the District needs to do everything that it can to get these certificates from the City Engineer when the District finishes projects. Mr. Gasaway added that the District has had incidences where there was damage done to a roadway and the City refused to do the repair claiming that they never accepted it and it was the District's responsibility even though the road was ten years old so it is very important that the District has that documentation.

Mr. Newton stated that for Nemours Parkway Phase 7 the notice to proceed was issued on September 28, 2018 and the Contractor has done a lot of cleaning and grubbing and it is underway.

Construction Supervisor - No Report

**TENTH ORDER OF BUSINESS**

**Supervisor and Audience  
Comments & Adjournment**

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

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the October 16, 2018 Meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.

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Secretary/Assistant Secretary

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Chair/Vice Chair

# **BOGGY CREEK IMPROVEMENT DISTRICT**

## **Property Insurance for Hardscape Items**



Florida  
Insurance  
Alliance™



## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

### Boggy Creek Improvement District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

## **About FIA**

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

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

### **Competitive Advantage**

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

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

### **How are FIA Members Protected?**

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

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

### **What Are Members Responsible For?**

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

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

**Additional information regarding FIA and our member services can be found at [www.fia360.org](http://www.fia360.org).**

Quotation being provided for:

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

Term: October 1, 2018 to October 1, 2019

Quote Number: 100118267

## PROPERTY COVERAGE

### SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

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

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

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

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

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

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

**TOTAL PROPERTY PREMIUM**

**\$3,332**

**Extensions of Coverage**

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

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



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

## CRIME COVERAGE

### Description

### Limit

### Deductible

Forgery and Alteration

Not Included

Not Included

Theft, Disappearance or Destruction

Not Included

Not Included

Computer Fraud including Funds Transfer Fraud

Not Included

Not Included

Employee Dishonesty, including faithful performance, per loss

Not Included

Not Included

## AUTOMOBILE COVERAGE

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

Symbol 8, 9 Hired Non-Owned Autos only

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

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

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

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

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

Cyber Liability sublimit included under POL/EPLI

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



## PREMIUM SUMMARY

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

**Term: October 1, 2018 to October 1, 2019**

**Quote Number: 100118267**

### PREMIUM BREAKDOWN

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

#### IMPORTANT NOTE

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

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

Additional Notes:

(None)



## Application for Membership in the Florida Insurance Alliance

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

(Name of Local Governmental Entity)

By: \_\_\_\_\_ Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Witness By: \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

By: \_\_\_\_\_  
Administrator



PROPERTY VALUATION AUTHORIZATION

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

QUOTATIONS TERMS & CONDITIONS

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

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Florida  
Insurance  
Alliance™**

Property Schedule

**Boggy Creek Improvement District**

Schedule Items Effective As of: 10/01/2018

**Policy No.:** 100118267

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

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



**Florida  
Insurance  
Alliance™**

Inland Marine Schedule

***Boggy Creek Improvement District***

Schedule Items Effective As of: 10/01/2018

**Policy No.:** 100118267

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

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

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**FY 2018 Audit Engagement Letter**





**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

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

October 22, 2018

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

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

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

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

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

**Audit Objectives**

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

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

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

### **Examination Objective**

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

### **Other Services**

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

### **Management Responsibilities**

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

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

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

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

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

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

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

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

#### **Audit Procedures—General**

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

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

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

#### **Audit Procedures—Internal Control**

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

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

#### **Audit Procedures—Compliance**

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



**Engagement Administration, Fees, and Other**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

Grau & Associates



---

Antonio J. Grau

RESPONSE:

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





## PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

# Grau & Associates

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

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

Anita Ford, Chair  
AICPA Peer Review Board  
2016

# **BOGGY CREEK IMPROVEMENT DISTRICT**

## **OUC Utility Easement Agreement**



*The Reliable One*

Prepared By and Return To  
Wayne Morris, Esquire  
Property and Right of Way, Orlando Utilities Commission  
P.O. Box 3193  
Orlando, Florida 32802

**ORLANDO UTILITIES COMMISSION**  
**UTILITY EASEMENT**  
(Lake Nona Towncenter)  
Work Order # \_\_\_\_\_

THIS UTILITY EASEMENT (the "Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between BOGGY CREEK IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the "GRANTOR"), and the ORLANDO UTILITIES COMMISSION, a Florida statutory commission created as a part of the City of Orlando, Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801 ("OUC"), and the CITY OF ORLANDO, a municipal corporation, whose address is 400 S. Orange, Orlando, Florida 32801 ("CITY"), for the use and benefit of OUC (the CITY and OUC shall hereinafter collectively be referred to as "GRANTEE").

WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to the GRANTOR by the GRANTEE, the receipt whereof is hereby acknowledged, GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE, its respective successors, agents and assigns, a non-exclusive easement (the "Easement") in perpetuity for the purpose of providing, conveying, distributing or carrying potable water and communication services (such communication services being expressly limited to the internal communications of GRANTEE relating to the provision of potable water), together with the right, privilege and authority to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace and rebuild pipes, mains, conduits, hydrants, equipment and all other facilities, improvements and/or accessories necessary and/or desirable in connection therewith (all of said items being hereinafter collectively referred to as the "Facilities"), which Facilities will be located on, through, over, across and/or under the following specific non-exclusive easement area within GRANTOR'S premises, situated in the County of Orange and State of Florida, to-wit:

See legal description of easement areas attached hereto as Exhibit "A"  
and incorporated herein by this reference (the "Easement Area").

GRANTOR hereby covenants that no buildings, structures, parking areas or other obstructions or obstacles shall be located, constructed, excavated or created within the Easement Area, except that GRANTOR reserves and retains for itself, its successors and assigns: (i) the right to curb, pave (except for paved parking areas), stripe, fence, hardscape and landscape (with or without irrigation and excluding trees) and install directional signs and/or project identification monument signs within the Easement Area all in a manner not inconsistent with the rights herein granted to the GRANTEE, and (ii) the right to utilize the Easement Area as pedestrian trails, walkways or otherwise in any manner not inconsistent with the rights herein granted to the GRANTEE, and GRANTOR covenants not to unreasonably interfere with the Facilities. If fences, landscaping (with or without irrigation and excluding trees), hardscaping, directional signs and/or project identification monument signs, pedestrian trails and/or walkways are located within the Easement Area, they shall be placed so as to allow reasonable access to the Facilities and provide a reasonable working space around the Facilities. With respect to the underground Facilities, the parties hereto acknowledge and agree that GRANTOR does hereby reserve for itself, its successors and assigns, the right to curb, pave (except for paved parking areas), stripe, fence, hardscape, landscape (with or without irrigation and excluding trees) and install directional signs and/or project identification monument signs within the Easement Area so long as such rights shall not unreasonably interfere with GRANTEE'S rights to access the Facilities.

The rights herein granted to the GRANTEE by the GRANTOR specifically include: (a) the right to cut, clear and remove from the Easement Area, any trees, limbs, undergrowth or other physical object which, in the reasonable judgment of the GRANTEE, may endanger or unreasonably interfere with the installation, use, operation or maintenance of the Facilities (provided, however, that GRANTEE agrees to commence and diligently pursue the replacement or restoration of any trees, undergrowth or other physical objects that do not endanger or unreasonably interfere with the installation, use, operation or maintenance of the Facilities or that are



not inconsistent with the rights herein granted to the GRANTEE in accordance with the procedures outlined below within thirty (30) days after receiving written notice from GRANTOR); (b) the right to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, and rebuild the Facilities; (c) the reasonable right of ingress and egress to, over, across and under the Easement Area for the purpose of exercising the rights herein granted; (d) the right to do anything reasonably necessary, useful or convenient for the full enjoyment of the rights herein granted, subject to the terms and provisions hereof; and (e) the right to remove at any time any of said Facilities erected upon, under or over the Easement Area.

IF this Easement shall be abandoned by the GRANTEE or terminated in any manner, GRANTEE shall be allowed a reasonable period of time thereafter for the purpose of removing any of the Facilities supplied by GRANTEE, and thereafter all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to the GRANTOR.

GRANTOR covenants that it is the owner in fee simple of the Easement Area in which the Facilities are or will be located, and that GRANTOR has the right to grant the approvals, privileges and Easement stated herein and further covenants quiet and peaceful possession, use and enjoyment of the rights herein granted subject to all matters of record and any claims caused by, through, or under GRANTOR but not otherwise.

To the extent allowable by law and subject to the limitations in Section 768.28 Florida Statutes (2018), the OUC shall indemnify and hold Grantor harmless against any claim of liability or loss from personal injury or property damage to the extent arising out of any negligence of OUC, its servants, employees, or agents, excepting, however, such claims or damages caused by the acts of third parties.

To the extent allowable by law and subject to the limitations in Section 768.28 Florida Statutes (2018), the GRANTOR, shall indemnify and hold OUC harmless against any claim of liability or loss from personal injury or property damage to the extent arising out of any negligence of the GRANTOR, its servants, employees, or agents, excepting, however, such claims or damages caused by the acts of third parties.

Notwithstanding anything to the contrary elsewhere in this Agreement, in no event shall any party hereto be liable to any other party for indirect, incidental, special or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

The Facilities constructed by GRANTEE within the Easement Area shall be solely and exclusively for purposes associated with GRANTEE's water services and such communication services expressly limited to the internal communications of GRANTEE relating to its water services, and shall be installed, repaired, replaced, and maintained by GRANTEE, at GRANTEE'S sole cost and expense, so as to provide such service.

In the event that GRANTEE, its respective employees, agents, or contractors cause damage to the Easement Area or any improvements located on said property, or cause damage to other property or other improvements, in the exercise of the rights and obligations set forth herein, GRANTEE, at GRANTEE'S sole cost and expense, agrees to commence and then diligently pursue, so long as said damaged property or improvements were erected or installed in accordance with the provisions of this Agreement, the restoration of the same and the improvements so damaged to as nearly as practical the original condition and grade, including, without limitation, repair and replacement of any hardscaping, landscaping, plantings, ground cover, roadways, driveways, sidewalks, signs, fences, walkways, and utility lines, within thirty (30) days after receiving written notice of the occurrence of any such damage, and GRANTEE shall allow no lien to attach to the Easement Area, other property, or other improvements arising out of work performed by, for, or on behalf of GRANTEE. In the event that GRANTEE fails to commence and then diligently pursue any such restoration, repair, or replacement as required hereunder within said thirty (30) day period after receipt by GRANTEE of written notice from GRANTOR therefor, GRANTOR shall have the right, but not the obligation, to cause any such restoration, repair, or replacement and to thereafter obtain a reimbursement from GRANTEE, or its successors or assigns, within thirty (30) days after receipt of detailed invoices and bills for the reasonable third-party out-of-pocket costs incurred thereby, together with interest at the maximum allowable rate pursuant to and in accordance with the Local Government Prompt Payment Act (including but not limited to Sections 218.70 – 218.74, Florida Statutes). For purposes of this paragraph, third-party out-of-pocket costs shall be deemed to be reasonable if such costs are consistent with costs paid by GRANTEE in the ordinary course of business.

GRANTOR reserves the right, subject to GRANTEE'S consent, not to be unreasonably withheld, conditioned or delayed, to relocate or reconfigure the Easement Area to a mutually agreeable location, provided that GRANTOR pays all costs of any such relocation or reconfiguration of the Facilities and provides a new easement whereupon the parties agree that this Agreement shall be terminated or amended; provided, however, any new easement executed pursuant to this paragraph, shall otherwise contain the same terms and conditions provided hereunder.

GRANTOR covenants that the Facilities were located or will be located within the Easement Area. In the event that GRANTOR, its contractors, sub-contractors or any of their respective employees installed the Facilities outside the Easement Area, GRANTOR, its successors, agents, or assigns, upon notification of such an event: (i) shall be responsible for all costs associated with the relocation or reconfiguration of the Facilities to the Easement Area or (ii) shall provide to the GRANTEE a new easement in the location where the Facilities exist whereupon the parties agree that this Agreement shall be terminated or amended; provided, however, any new easement executed pursuant to this paragraph shall otherwise contain the same terms and conditions provided hereunder.

By GRANTEE'S use of the Easement Area or exercise of any rights granted herein, GRANTEE agrees to comply with all the covenants, terms, provisions and conditions herein contained; provided further that all covenants, terms, provisions and conditions herein contained shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively, and are intended as and shall be covenants running with the land with respect to the Easement Area. Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, and costs of collection all as reasonably incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by any party hereto. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused these presents to be executed in its name effective as of the day and year first written above.

“GRANTOR”

BOGGY CREEK IMPROVEMENT  
DISTRICT, a local unit of special-purpose  
government established pursuant to Chapter  
190, Florida Statutes

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA            )  
  )  
COUNTY OF \_\_\_\_\_  )

The foregoing was sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of BOGGY CREEK IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

“GRANTEE”

ORLANDO UTILITIES COMMISSION,  
a Florida statutory commission

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

Print Name: \_\_\_\_\_

STATE OF FLORIDA            )

  )

COUNTY OF ORANGE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_,  
as \_\_\_\_\_ of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said  
commission. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Approved by OUC as to Form  
Other than Legal Description**

\_\_\_\_\_  
**Attorney**

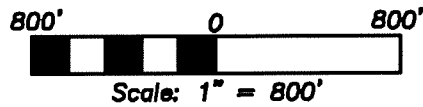
**EXHIBIT "A"**

**EASEMENT AREA**

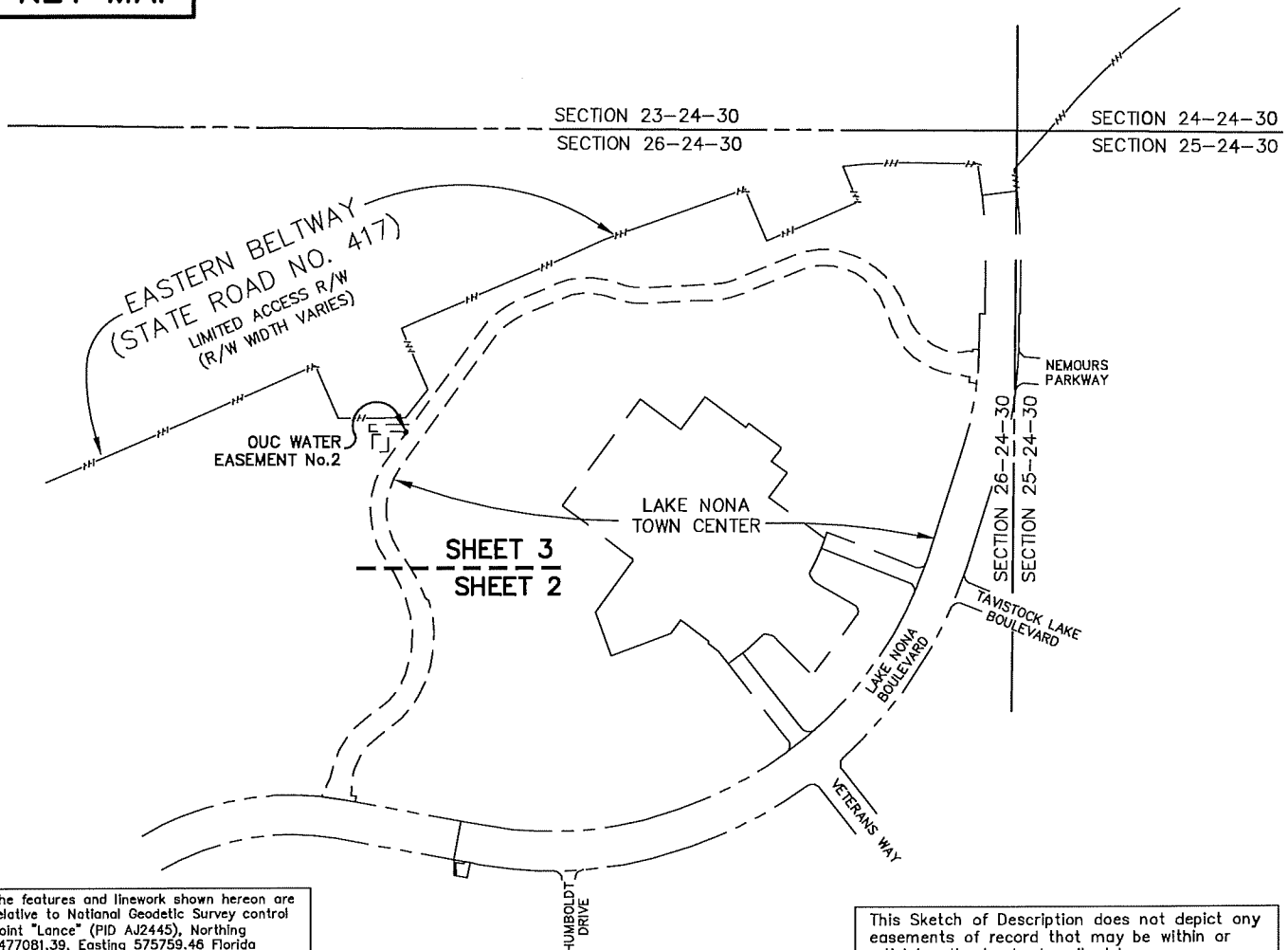
[See Attached Sketch of Description CS# 17-111 (OUCW-NPW2) – 5 Pages]

# SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP  
SEE SHEET 2 FOR LEGEND  
SEE SHEETS 2-4 FOR SKETCH  
SEE SHEET 5 FOR NOTES AND LEGAL DESCRIPTION



## KEY MAP



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.

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

No facilities associated with this sketch of description have been field located by Donald W. McIntosh Associates, Inc.

PREPARED FOR:

**BOGGY CREEK IMPROVEMENT DISTRICT**

LAKE NONA NEMOURS PARKWAY WEST AND LIFT STATION No.10 -  
OUC WATER EASEMENT No.2 (BOGGY CREEK IMPROVEMENT DISTRICT PORTION)

DATE	BY	DESCRIPTION
REVISIONS		



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

DONALD W. MCINTOSH ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grossman October 26, 2018  
Florida Registered Surveyor and Mapper  
Certificate No. 5048  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: PH  
DATE: 10/2018

CHECKED BY: SG  
DATE: 10/2018

JOB NO.  
16193.045

SCALE  
1"=800'

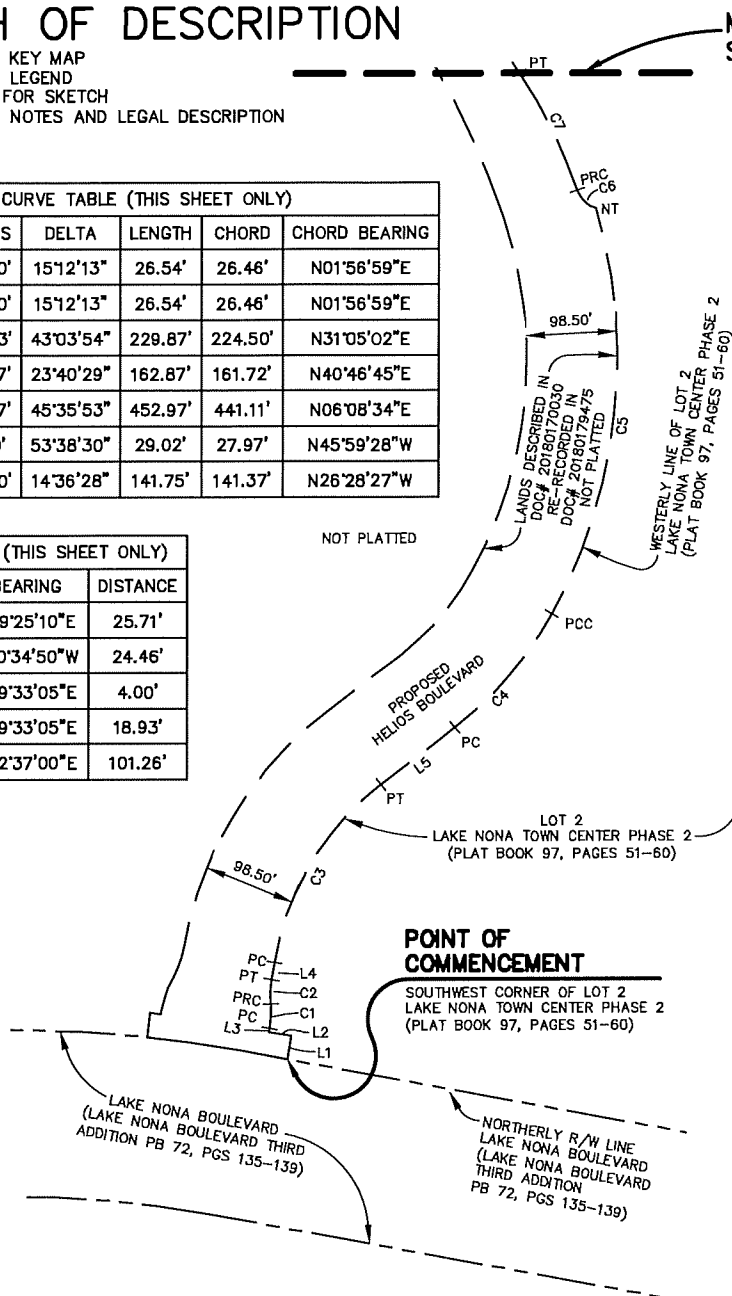
SHEET 1  
OF 5

# SKETCH OF DESCRIPTION

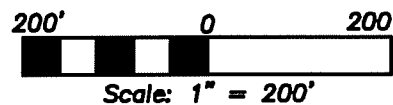
SEE SHEET 1 FOR KEY MAP  
SEE SHEET 2 FOR LEGEND  
SEE SHEETS 2-4 FOR SKETCH  
SEE SHEET 5 FOR NOTES AND LEGAL DESCRIPTION

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	100.00'	15°12'13"	26.54'	26.46'	N01°56'59"E
C2	100.00'	15°12'13"	26.54'	26.46'	N01°56'59"E
C3	305.83'	43°03'54"	229.87'	224.50'	N31°05'02"E
C4	394.17'	23°40'29"	162.87'	161.72'	N40°46'45"E
C5	569.17'	45°35'53"	452.97'	441.11'	N06°08'34"E
C6	31.00'	53°38'30"	29.02'	27.97'	N45°59'28"W
C7	556.00'	14°36'28"	141.75'	141.37'	N26°28'27"W

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N09°25'10"E	25.71'
L2	N80°34'50"W	24.46'
L3	N09°33'05"E	4.00'
L4	N09°33'05"E	18.93'
L5	N52°37'00"E	101.26'



MATCH LINE  
SEE SHEET 3



## LEGEND

OUC ORLANDO UTILITIES COMMISSION  
DWMA DONALD W. McINTOSH ASSOCIATES, INC.  
CS# SKETCH NUMBER

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

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

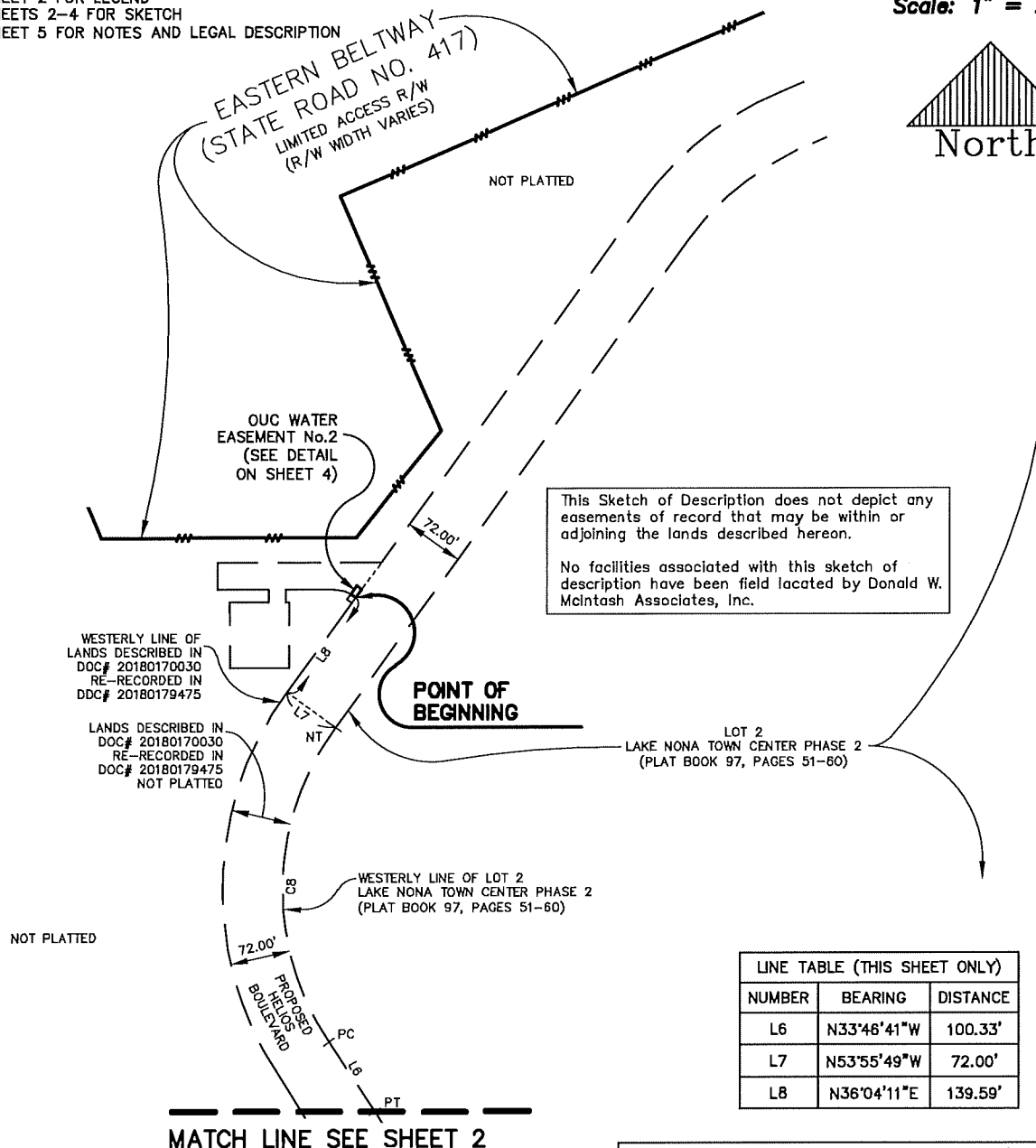
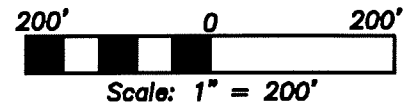
PREPARED FOR:  
**BOGGY CREEK  
IMPROVEMENT DISTRICT**

LAKE NONA NEMOURS PARKWAY WEST  
AND LIFT STATION No.10 -  
OUC WATER EASEMENT No.2  
(BOGGY CREEK  
IMPROVEMENT DISTRICT PORTION)

DRAWN BY: PH	CHECKED BY: SG	JOB NO. 16193.045	SCALE 1"=200'	SHEET 2 OF 5
DATE: 10/2018	DATE: 10/2018			

# SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP  
SEE SHEET 2 FOR LEGEND  
SEE SHEETS 2-4 FOR SKETCH  
SEE SHEET 5 FOR NOTES AND LEGAL DESCRIPTION



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L6	N33°46'41"W	100.33'
L7	N53°55'49"W	72.00'
L8	N36°04'11"E	139.59'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
CB	329.00'	69°50'52"	401.08'	376.70'	N01°08'45"E

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.



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

PREPARED FOR:  
**BOGGY CREEK  
IMPROVEMENT DISTRICT**

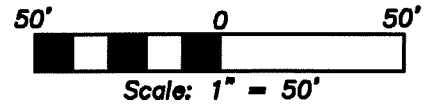
LAKE NONA NEMOURS PARKWAY WEST  
AND LIFT STATION No.10 -  
OUC WATER EASEMENT No.2  
(BOGGY CREEK  
IMPROVEMENT DISTRICT PORTION)

DRAWN BY: <b>PH</b>	CHECKED BY: <b>SG</b>	JOB NO. 16193.045	SCALE 1"=200'	SHEET <b>3</b> OF <b>5</b>
DATE: <b>10/2018</b>	DATE: <b>10/2018</b>			



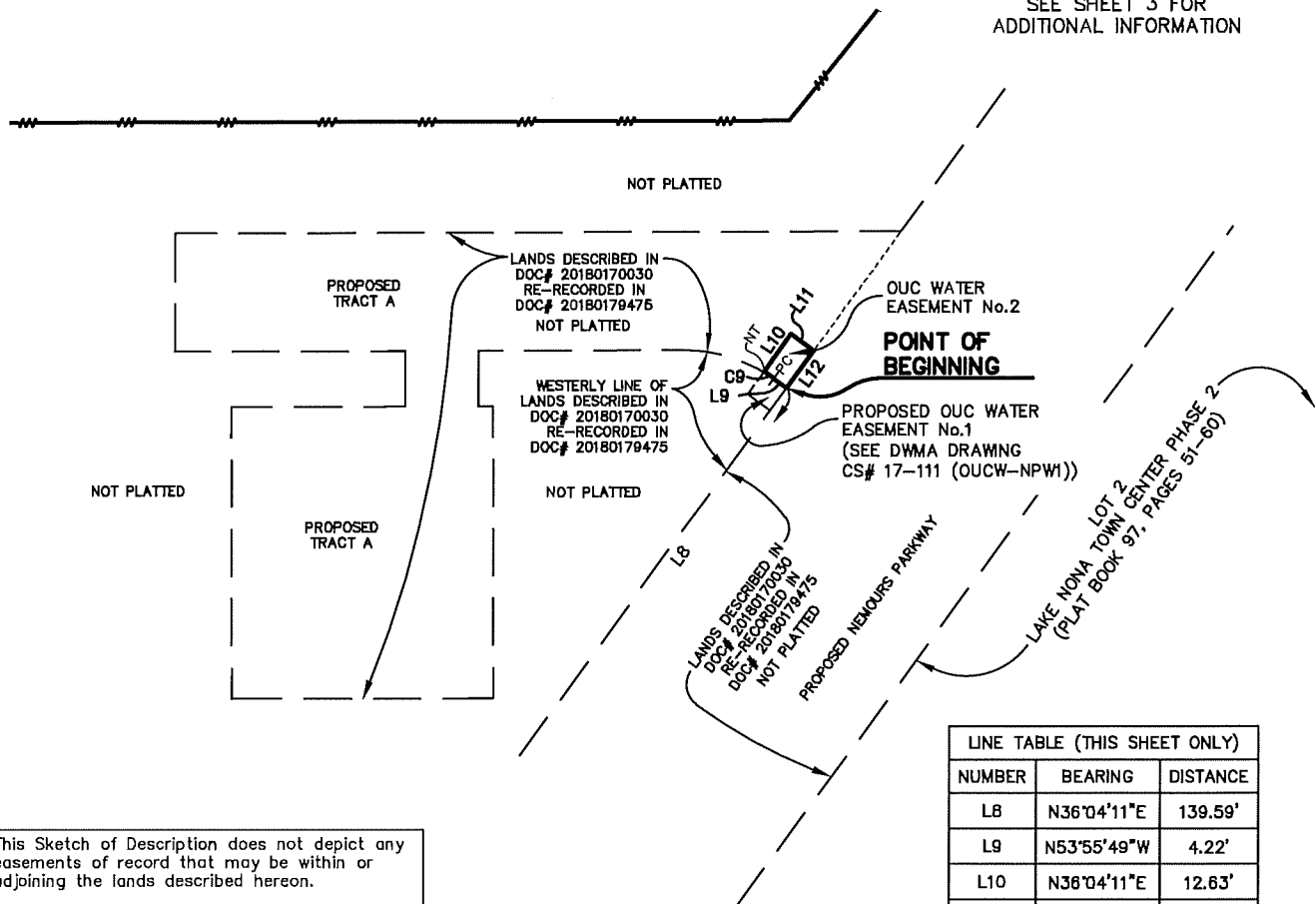
# SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP  
SEE SHEET 2 FOR LEGEND  
SEE SHEETS 2-4 FOR SKETCH  
SEE SHEET 5 FOR NOTES AND LEGAL DESCRIPTION



**DETAIL**

SEE SHEET 3 FOR  
ADDITIONAL INFORMATION



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

No facilities associated with this sketch of description have been field located by Donald W. McIntosh Associates, Inc.

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LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L8	N36°04'11"E	139.59'
L9	N53°55'49"W	4.22'
L10	N36°04'11"E	12.63'
L11	S53°55'49"E	7.50'
L12	S36°04'11"W	12.50'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C9	40.50'	4°38'49"	3.28'	3.28'	N56°15'13"W



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

PREPARED FOR:  
**BOGGY CREEK  
IMPROVEMENT DISTRICT**

LAKE NONA NEMOURS PARKWAY WEST  
AND LIFT STATION No.10 -  
OUC WATER EASEMENT No.2  
(BOGGY CREEK  
IMPROVEMENT DISTRICT PORTION)

DRAWN BY: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET
DATE: 10/2018	DATE: 10/2018	16193.045	1"=50'	4
				OF 5

# SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP  
SEE SHEET 2 FOR LEGEND  
SEE SHEETS 2-4 FOR SKETCH  
SEE SHEET 5 FOR NOTES AND LEGAL DESCRIPTION

## DESCRIPTION:

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

Commence at the Southwest corner of Lot 2, LAKE NONA TOWN CENTER PHASE 2, according to the plat thereof, as recorded in Plat Book 97, Pages 51 through 60, of the Public Records of Orange County, Florida; thence run the following courses and distances along the Westerly line of said Lot 2: N09°25'10"E, 25.71 feet; N80°34'50"W, 24.46 feet; N09°33'05"E, 4.00 feet to the point of curvature of a curve concave Westerly having a radius of 100.00 feet and a chord bearing of N01°56'59"E; thence Northerly 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 Easterly having a radius of 100.00 feet and a chord bearing of N01°56'59"E; thence Northerly 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; N09°33'05"E, 18.93 feet to the point of curvature of a curve concave Southeasterly having a radius of 305.83 feet and a chord bearing of N31°05'02"E; thence Northeasterly 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; N52°37'00"E, 101.26 feet to the point of curvature of a curve concave Northwesterly having a radius of 394.17 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 162.87 feet to the point of compound curvature of a curve concave Westerly having a radius of 569.17 feet and a chord bearing of N06°08'34"E; thence Northerly along the arc of said curve through a central angle of 45°35'53" for a distance of 452.97 feet to a point on a non-tangent curve concave Northeasterly having a radius of 31.00 feet and a chord bearing of N45°59'28"W; thence Northwesterly along the arc of said curve through a central angle of 53°38'30" for a distance of 29.02 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 556.00 feet and a chord bearing of N26°28'27"W; thence Northwesterly 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 tangency; N33°46'41"W, 100.33 feet to the point of curvature of a curve concave Easterly having a radius of 329.00 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 401.08 feet to a non-tangent line; thence departing said Westerly line of Lot 2 run N53°55'49"W, 72.00 feet to the Westerly line of lands described in Official Records Document Number 20180170030, of the Public Records of Orange County, Florida, as re-recorded in Official Records Document Number 20180179475, of the Public Records of Orange County, Florida; thence run the following courses and distances along said Westerly line: N36°04'11"E, 139.59 feet to the POINT OF BEGINNING; N53°55'49"W, 4.22 feet to the point of curvature of a curve concave Southwesterly having a radius of 40.50 feet and a chord bearing of N56°15'13"W; thence Northwesterly along the arc of said curve through a central angle of 04°38'49" for a distance of 3.28 feet to a non-tangent line; thence departing said Westerly line: run N36°04'11"E, 12.63 feet; thence S53°55'49"E, 7.50 feet; thence S36°04'11"W, 12.50 feet to the POINT OF BEGINNING. 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.

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 Westerly line of Lot 2, LAKE NONA TOWN CENTER PHASE 2, Plat Book 97, Pages 51 through 60, of the Public Records of Orange County, Florida as being N09°25'10"E, per plat.
- 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.
- No facilities associated with this sketch of description have been field located by Donald W. McIntosh Associates, Inc.



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

PREPARED FOR:  
**BOGGY CREEK  
IMPROVEMENT DISTRICT**

LAKE NONA NEMOURS PARKWAY WEST  
AND LIFT STATION No.10 -  
OUC WATER EASEMENT No.2  
(BOGGY CREEK  
IMPROVEMENT DISTRICT PORTION)

DRAWN BY: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET 5
DATE: 10/2018	DATE: 10/2018	16193.045	N/A	OF 5

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Amended and Restated Easement Agreement**  
*(provided under separate cover)*

# **BOGGY CREEK IMPROVEMENT DISTRICT**

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



## **SERVICE AGREEMENT FOR LIGHTING SERVICE MONUMENT LIGHTING**

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

### **DEFINITIONS**

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

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

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

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

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

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

SECTION 3: EASEMENTS AND ACCESS

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

#### SECTION 4: THE PARTIES MUTUALLY AGREE:

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

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



for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).

- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

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

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

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

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

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

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

## SECTION 6: MISCELLANEOUS

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

If to OUC:

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

If to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

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

- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
  - 1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
  - 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
  - 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
  - 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
- 7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold

harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

**BOGGY CREEK IMPROVEMENT DISTRICT**

Federal ID# 10-0579019

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES: BOGGY CREEK IMPROVEMENT DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

(Notarial Seal)

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

**ORLANDO UTILITIES COMMISSION**

By: \_\_\_\_\_

Name: Clint Bullock  
Title: General Manager/CEO

Date: \_\_\_\_\_

ATTEST: By: \_\_\_\_\_  
Name: Elizabeth M. Mason  
Title: Assistant Secretary

WITNESSES:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

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

(Notarial Seal)

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

## EXHIBIT 1

### LIGHTING SERVICE FEES:

#### RATE PER MONTH

##### Monthly Lighting Service Charge:

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

Upfront Payment \$0.00

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

\*\*\* Actual billed amount will be based on the as-built drawings and lighting equipment installed in the field as certified by the Customer and OUC Representative on the Certificate of Completion form in Exhibit 2.

#### ANNUAL RATE ADJUSTMENT

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

#### LIGHTING SERVICE

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

#### LIGHTING EQUIPMENT

##### OUC Installed Lighting Equipment:

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

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

##### CUSTOMER Installed Lighting Equipment:

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



PHASED INSTALLATION PLAN

All at once

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

LEGAL DESCRIPTION OF THE PROPERTY

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

PROPERTY / PREMISE LOCATION INFORMATION

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

BILLING INFORMATION

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

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

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

**Certificate of Completion (Exhibit 2)**

Project W.O. # \_\_\_\_\_ OUC Account # \_\_\_\_\_

Project Name: \_\_\_\_\_

Customer/Account Name \_\_\_\_\_

Original Monthly Lighting Service Charges:

Investment \_\_\_\_\_; Maintenance; \_\_\_\_\_; Fuel & Energy \_\_\_\_\_.

Original Lighting System Poles & Fixtures and Installation Scope:

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

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

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

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment \_\_\_\_\_; Maintenance \_\_\_\_\_; Fuel and Energy \_\_\_\_\_

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

\_\_\_\_\_  
Authorized OUC Representative; Printed Name & Signature Date

\_\_\_\_\_  
Authorized Customer Representative; Printed Name & Signature Date \_\_\_\_\_

# **BOGGY CREEK IMPROVEMENT DISTRICT**

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

## RESOLUTION 2019-01

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT ADOPTING AN AMENDED BUDGET FOR FISCAL YEAR 2017/2018, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on August 15, 2017, the Board of Supervisors ("**Board**") of the Boggy Creek Improvement District ("**District**"), adopted Resolution 2017-17 providing for the adoption of the District's Fiscal Year 2017/2018 annual budget ("**Budget**"); and

**WHEREAS**, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

**WHEREAS**, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2017-17 authorize the Board to amend the Budget within 60 days following the end of the Fiscal Year 2017/2018; and

**WHEREAS**, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations.

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

#### 1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager's proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of Sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2017/2018.
- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget for the Boggy Creek Improvement District for the Fiscal Year Ending September 30, 2018, as amended and adopted by the Board of Supervisors effective \_\_\_\_\_, 2018."

**2. APPROPRIATIONS.** There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2017, and ending September 30, 2018, the sums set forth below, to be raised by special assessments, which sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND(S)	\$ _____
<b>TOTAL ALL FUNDS</b>	<b>\$ _____</b>

**3. CONFLICTS.** This Resolution is intended to amend, in part, Resolution 2017-17, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2017-17 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**5. EFFECTIVE DATE.** This Resolution shall take effect as of \_\_\_\_\_, 2018.

Introduced, considered favorably, and adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

**ATTEST:**

**BOGGY CREEK IMPROVEMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Amended Fiscal Year 2017/2018 Budget

**Exhibit A**  
Amended Fiscal Year 2017/2018 Budget

*[See attached]*

# **BOGGY CREEK IMPROVEMENT DISTRICT**

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



# BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817

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

## **Requisition Recap For Board Approval**

Attached please find the listing of requisitions approved to be paid from bond funds from October 1, 2018 through October 31, 2018. This does not include requisitions previously approved by the Board.

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

## EXHIBIT D

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

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

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


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

## EXHIBIT D

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

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

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

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.

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

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

BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

*Damon Ventura*

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY: 

DISTRICT ENGINEER

*Jeffrey J. Newton P.E.*

## EXHIBIT D

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

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

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

*Damon Ventura*

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 

DISTRICT ENGINEER

*Jeffrey J. Newton, P.E.*

## EXHIBIT D

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

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

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

*Damon Ventura*

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 

DISTRICT ENGINEER

*Jeffrey J. Newton, P.E.*

## EXHIBIT D

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

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

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

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

*Damon Ventura*

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 

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

## EXHIBIT D

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

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

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

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BOGGY CREEK IMPROVEMENT DISTRICT

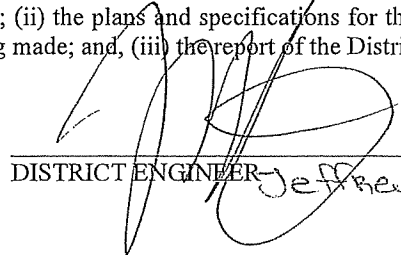
BY:   
CHAIRMAN or VICE CHAIRMAN

*Damon Ventura*

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:

 12/2/17  
DISTRICT ENGINEER *Jeffrey D. Newton, P.E.*

## EXHIBIT D

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

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

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

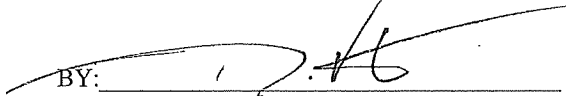
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BOGGY CREEK IMPROVEMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN  
*Damon Ventura*

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:

  
DISTRICT ENGINEER

*Jeffrey J. Newton P.E.*



## EXHIBIT D

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

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

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

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

*Damon Ventura*

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BY: 

DISTRICT ENGINEER

*Jeffrey J. Newton, P.E.*

## EXHIBIT D

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

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

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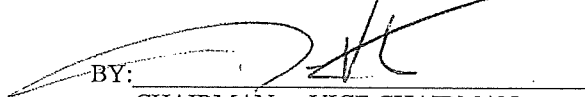
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BOGGY CREEK IMPROVEMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN  
*Damon Ventura*

## DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:

  
DISTRICT ENGINEER

RECEIVED OCT 18 2018

## EXHIBIT D

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

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

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

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

*Damon Ventura*

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BY: 

DISTRICT ENGINEER

*Jeffrey J. Newton, P.E.*

# **BOGGY CREEK IMPROVEMENT DISTRICT**

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

# BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817

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

## **Operation and Maintenance Expenditures For Board Approval**

Attached please find the check register listing Operations and Maintenance expenditures paid from October 1, 2018 through October 31, 2018. This does not include expenditures previously approved by the Board.

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

Approval of Expenditures:

---

\_\_\_\_ Chairman

\_\_\_\_ Vice Chairman

\_\_\_\_ Assistant Secretary

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

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

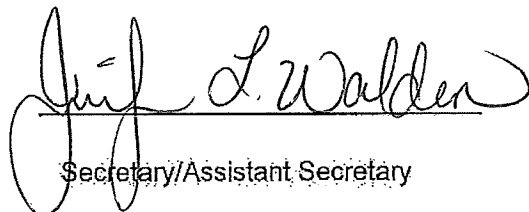
71,125.84  
OUC 9,074.16  
+ 7,792.62  
+ 87,992.62

## BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #370

9/28/2018

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

  
Secretary/Assistant Secretary

Chairperson

  
9/29/18

RECEIVED OCT 01 2018



# BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #371

10/5/2018

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

TOTAL \$ 26,637.44

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

Chairperson

FY 2018

18,584.44

FY 2019

8,053.00

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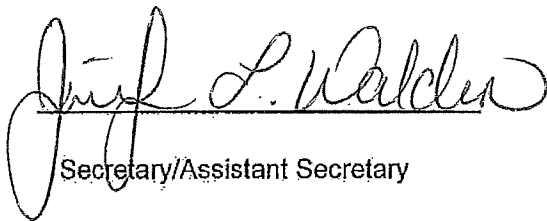
# BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #372

10/12/2018

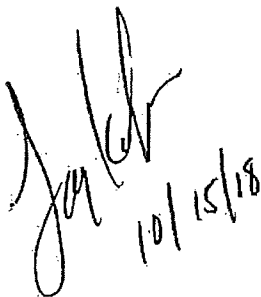
Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	BrightView Landscape Services October Landscape Maintenance	5977959	\$ 17,958.00	<del>FY 2019</del>
2	ouc pd online 10/19/18 Acct: 2562183178 ; Service 09/04/2018 - 10/02/2018	--	\$ 7,792.62	FY 2018

TOTAL \$ 25,750.62

  
Secretary/Assistant Secretary

Chairperson

FY 2018	7,792.62
<del>FY 2019</del>	17,958.00

  
10/15/18

RECEIVED OCT 15 2018

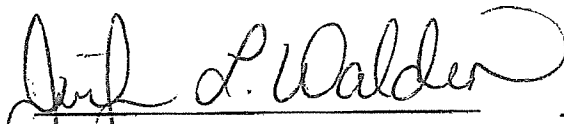
# BOGGY CREEK IMPROVEMENT DISTRICT

**Payment Authorization #373**

10/19/2018

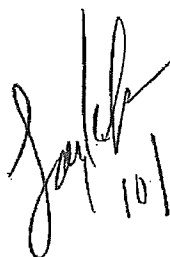
Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>Carol King Landscape Maintenance</b> October ICM Landscape Maintenance	163060	\$ 20,429.00	FY 2019
2	<b>Fishkind &amp; Associates</b> Reimbursables: September 2018 DM Fee & Reimbursables: October 2018	23491 23491	\$ 251.61 \$ 4,464.28	FY 2018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

**TOTAL      \$ 25,544.89**

  
\_\_\_\_\_  
Secretary/Assistant Secretary

Chairperson

FY 2018      251.61  
FY 2019      25,293.28

  
10/21/18

RECEIVED OCT 21 2018

# **BOGGY CREEK IMPROVEMENT DISTRICT**

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

# **BOGGY CREEK IMPROVEMENT DISTRICT**

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

**Boggy Creek Improvement District**  
Statement of Activities  
As of 10/31/2018

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

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

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$309,428.74				\$309,428.74
State Board of Administration	1,251.22				1,251.22
Due From Other Funds	85.42				85.42
Due From Other Governmental Units	14,822.88				14,822.88
Deposits	4,300.00				4,300.00
Infrastructure Capital Reserve	0.62				0.62
Interchange Maintenance Reserve	0.10				0.10
Debt Service Reserve Series 2013		\$3,954,031.25			3,954,031.25
Debt Service Reserve Series 2018		405,573.96			405,573.96
Revenue Series 2013		1,304,709.87			1,304,709.87
Interest Series 2018		30,332.91			30,332.91
General Checking Account			\$12,625.58		12,625.58
Accounts Receivable			500.00		500.00
Acquisition/Construction Series 2013			4,748.58		4,748.58
Acquisition/Construction Series 2018			9,982.49		9,982.49
Interest Receivable			0.18		0.18
Total Current Assets	<u>\$329,888.98</u>	<u>\$5,694,647.99</u>	<u>\$27,856.83</u>	<u>\$0.00</u>	<u>\$6,052,393.80</u>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$5,694,647.99	\$5,694,647.99
Amount To Be Provided				70,220,352.01	70,220,352.01
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$75,915,000.00</u>	<u>\$75,915,000.00</u>
<b>Total Assets</b>	<u><u>\$329,888.98</u></u>	<u><u>\$5,694,647.99</u></u>	<u><u>\$27,856.83</u></u>	<u><u>\$75,915,000.00</u></u>	<u><u>\$81,967,393.80</u></u>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$2,742.50				\$2,742.50
Accounts Payable			\$923,089.48		923,089.48
Retainage Payable			447,657.07		447,657.07
Due To Other Funds			85.42		85.42
Total Current Liabilities	<u>\$2,742.50</u>	<u>\$0.00</u>	<u>\$1,370,831.97</u>	<u>\$0.00</u>	<u>\$1,373,574.47</u>
<b><u>Long Term Liabilities</u></b>					
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>
<b>Total Liabilities</b>	<u><u>\$2,742.50</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,370,831.97</u></u>	<u><u>\$75,915,000.00</u></u>	<u><u>\$77,288,574.47</u></u>
<b><u>Net Assets</u></b>					
Net Assets, Unrestricted	(\$31,704.70)				(\$31,704.70)
Current Year Net Assets, Unrestricted	358,851.18				358,851.18
Net Assets, Unrestricted		\$4,412,579.42			4,412,579.42
Current Year Net Assets, Unrestricted		1,282,068.57			1,282,068.57
Net Assets, Unrestricted			(\$1,321,964.11)		(1,321,964.11)
Current Year Net Assets, Unrestricted			(21,011.03)		(21,011.03)
<b>Total Net Assets</b>	<u><u>\$327,146.48</u></u>	<u><u>\$5,694,647.99</u></u>	<u><u>(\$1,342,975.14)</u></u>	<u><u>\$0.00</u></u>	<u><u>\$4,678,819.33</u></u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$329,888.98</u></u>	<u><u>\$5,694,647.99</u></u>	<u><u>\$27,856.83</u></u>	<u><u>\$75,915,000.00</u></u>	<u><u>\$81,967,393.80</u></u>

**Boggy Creek Improvement District**

Budget to Actual

For the Month Ending 10/31/2018

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



# Boggy Creek Improvement District

Budget to Actual

For the Month Ending 10/31/2018

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

Boggy Creek Improvement District  
FY 2018  
Cash Flow Analysis

	Beg. Cash	FY18 Inflows	FY18 Outflows	FY19 Inflows	FY19 Outflows	End. Cash
10/1/2018	78,082.40	14,418.01	(29,702.34)	304,920.95	(58,290.28)	309,428.74
11/1/2018	309,428.74	-	(873.50)	482.00	(2,313.11)	306,724.13 as of 11/10/2018
		14,418.01	(30,575.84)	305,402.95	(60,603.39)	

As of 11/10/2018

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

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