

Boggy Creek Improvement District

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

www.boggycreekid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at **4:00 p.m. on Tuesday, August 20, 2019 at Lake Nona Lakehouse, 13623 Sachs Avenue, 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 June 18, 2019 Board of Supervisors' Meeting**

Business Matters

2. **Consideration of OUC Master Lighting Installation, Upgrade and Service Agreement – Nemours Parkway West**
3. **Consideration of District Website/ADA Auditing Services Proposals**
 - a. **ADA Site Compliance**
 - b. **Campus Suite**
 - c. **Community XS**
 - d. **V Global Tech**
4. **Public Hearing on the Adoption of the District's Annual Budget**
 - a. **Public Comments and Testimony**
 - b. **Board Comments**
 - c. **Consideration of Resolution 2019-07, Adopting the Fiscal Year 2020 Budget and Appropriating Funds**
5. **Public Hearing on the Imposition of Special Assessments**
 - a. **Public Comments and Testimony**
 - b. **Board Comments**
 - c. **Consideration of Resolution 2019-08, Imposing Special Assessments and Certifying an Assessment Roll**
6. **Ratification of Requisition Nos. 2018-92 – 2018-97 Approved in June 2019 in an amount totaling \$39,528.08**
7. **Ratification of Requisition Nos. 2018-98 – 102 Approved in July 2019 in an amount totaling \$73,525.17**
8. **Ratification of Operation and Maintenance Expenditures Paid in June 2019 in an amount totaling \$62,306.79**
9. **Ratification of Operation and Maintenance Expenditures Paid in July 2019 in an amount totaling \$81,872.10**
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
- B. Audience Comments, Supervisor Requests

Adjournment



BOGGY CREEK IMPROVEMENT DISTRICT

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

BOGGY CREEK IMPROVEMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Boggy Creek Improvement District was called to order on Tuesday, June 18, 2019 at 3:30 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827. Members listed below constituted a quorum.

Richard Levey
Damon Ventura
Heather Isaacs

Chair
Vice-Chair
Assistant Secretary

Also, attending:

Jennifer Walden
Lynne Mullins
Tucker Mackie
Jeff Newton
Larry Kaufmann

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

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the May 21, 2019 Board of Supervisors' Meeting

Board Members reviewed the minutes from the May 21, 2019 Board of Supervisors' Meeting.

On Motion by Ms. Isaacs, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the May 21, 2019 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Consideration of OUC Nemours Parkway West and Helios Drive Streetlight Agreement – Tabled

FIFTH ORDER OF BUSINESS**Ratification of Requisition
Nos. 2018-81 – 2018-91
Approved in May 2019 in an
amount totaling \$163,216.21**

Board Members reviewed Requisition Nos. 2018-81 – 2018-91 approved in May 2019 in an amount totaling \$163,216.21. Ms. Walden noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Mr. Ventura, second by Ms. Isaacs, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 2018-81 – 2018-91 approved in May 2019 in an amount totaling \$163,216.21.

SIXTH ORDER OF BUSINESS**Ratification of Operation and
Maintenance Expenditures
Paid in May 2019 in amount
totaling \$119,623.67**

Board Members reviewed the Operation & Maintenance expenditures paid in May 2019 in the amount totaling \$119,623.67. Ms. Walden noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Mr. Ventura, second by Ms. Isaacs, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Operation and Maintenance expenditures paid in May 2019 in the amount totaling \$119,623.67.

SEVENTH ORDER OF BUSINESS**Recommendation of Work
Authorizations/Proposed
Services**

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

EIGHTH ORDER OF BUSINESS**Review of District's Financial
Position and Budget to Actual
YTD**

Ms. Walden stated that no action is required. District staff is continuing to monitor the cash flow situation and the expenses each month.

NINTH ORDER OF BUSINESS

Staff Reports

District Counsel -

No report.

District Manager -

Ms. Walden noted that the next meeting is scheduled for Tuesday, July 16 2019.

District Engineer -

Mr. Newton distributed the Construction Status Memorandum (Minutes Exhibit A). Regarding Lake Nona Nemours Parkway West and Lift Station No. 10, the Contractor has substantially completed the project. The project is in close-out and the engineer's certification of wastewater and reclaim systems completion has been submitted to the City.

Regarding Lake Nona Boulevard Intersection Modifications at Tavistock Lakes Boulevard and at Veterans Way, this project is in close-out.

Nemours Parkway Phase 7 will be ready to be paved soon, as soon as the sewer videos get approved by the City.

Construction Supervisor -

No Report

TENTH ORDER OF BUSINESS

Supervisor and Audience Comments & Adjournment

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

On Motion by Ms. Isaacs, second by Mr. Ventura, with all in favor, the June 18, 2019 Meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair



**DONALD W. McINTOSH
ASSOCIATES, INC.**

MEMORANDUM

EXHIBIT A

DATE: June 18, 2019
TO: Boggy Creek Improvement District
Board of Supervisors
FROM: Donald W. McIntosh Associates, Inc.
District Engineer
RE: Construction Contract Status

Dear Board Members,

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

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

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

Construction Status: The Contractor has substantially completed the project. The project is in close-out and the engineer's certification of wastewater and reclaim systems completion has been submitted to the City. The final engineer's certification is pending receipt of City's wastewater and reclaim system approval and clearance.

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

Recommended Motion: None at this time.

Lake Nona Boulevard Intersection Modifications: Tavistock Lakes Boulevard and Veterans Way – Jon M. Hall Company

Construction Status: This project is in close-out.

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

Recommended Motion: None at this time.

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

Construction Status: Installation of underground storm and sanitary sewer systems and pressure utilities (i.e., potable and reclaimed water systems) have been completed. Video inspection of the sanitary sewers is ongoing and anticipated to be finalized by the end of June. Video inspection of the storm sewers has been completed but not yet submitted for review. Contractor has completed installation of curb and gutter and lime rock base. Application of prime coat is complete and the first lift of asphalt is awaiting completion of acceptable sanitary and storm video inspections.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

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Memorandum

*Re: Boggy Creek Improvement District
Construction Contract Status*

June 18, 2019

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

Recommended Motion: None at this time.

Should there be any questions, please advise.

Thank you.

End of memorandum.

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

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

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date 1/5/18	To Board	Approval Date	Notes
						\$9,231,392.00			
<u>1</u> (RCO 1)	2/20/2018	Change Order per revised plans 12/18/17 - 1/4/18, and add 15 days	15	\$14,124.25	Approved	\$9,245,516.25	2/20/2018	2/20/2018	
<u>2</u> (RCO 2)	2/23/2018	Add Turn Lane Modifications at Tavistock Blvd and at Vettrans Way	15	\$132,054.00	Approved	\$9,377,570.25	2/20/2018	2/20/2018	
<u>3</u> (RCO 5)	3/22/2018	Direct Owner Purchase Materials - Mack \$172,274.38, Ferguson \$854,545.14, Rinker \$279,532.54	0	(\$1,306,352.06)	Approved	\$8,071,218.19	4/17/2018	4/17/2018	
<u>4</u> (RCO 3)	2/20/2018	Change order Per Plan Revision dated 2/19/18. (For City requested changes to access road and precast materials.)	10	\$132,157.52	Approved	\$8,203,375.71	6/19/2018	6/19/2018	
<u>5</u> (RCO 7)	5/4/2018	Change Subcontractor for Telecom Conduit (telecom conduit to be funded by developer)	0	(\$103,532.32)	Approved	\$8,099,843.39	6/19/2018	6/19/2018	
<u>6</u> (RCO 4)	4/3/2018	Off-site road modifications per City plan review comments.	15	\$75,421.10	Approved	\$8,175,264.49	6/19/2018	6/19/2018	
7 (RCO 6)	5/4/2018	Utility stub-outs requested by the Town Center engineer.	5	\$27,142.20	Approved	\$8,202,406.69	7/17/2018	7/17/2018	
8 (RCO 8)	6/8/2018 revised on 7/31/18	Addition of median to Nemours West and associated changes.	55	\$263,540.66	Approved	\$8,465,947.35	8/23/2018	8/23/2018	
9 (RCO 11)	8/14/2018	Landscape / Irrigation revised irrigation fittings	0	\$20,126.64	Approved	\$8,486,073.99	8/23/2018	8/23/2018	
10 (RCO 12)	8/15/2018	Forcemain Wet Relocation	3	\$10,187.40	Approved	\$8,496,261.39	8/23/2018	8/23/2018	
11 (RCO 10)	7/17/2018	Landscape / Irrigation revised Landscape plans	20	\$25,717.62	Approved	\$8,521,979.01	10/16/2018	10/16/2018	
12 (RCO 13)	8/24/2018	Add paving per revision #6, Add water per RFI #26, Add sleeving per Owners request.	2	\$6,262.80	Approved	\$8,528,241.81	10/16/2018	10/16/2018	
13 (RCO 16)	10/16/2018	Earthwork - Soil Fracturing	10	\$14,141.28	Approved	\$8,542,383.09	10/16/2018	10/16/2018	
14 (email)	11/9/2018	Add Stop Bar	0	\$1,600.00	Approved	\$8,543,983.09	11/19/2018	11/19/2018	

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

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date 1/5/18	To Board	Approval Date	Notes
<u>15</u> (RCO 19)	2/21/2019	Install HC Ramps at lift station drive per RFI #38	2	\$3,570.00	Approved	\$8,547,553.09	3/19/2019	3/19/2019	
<u>16</u> (RCO 20)	4/11/2019	Option 1: Hardwired electrical service at Lift Station	40	\$15,582.54	Approved	\$8,563,135.63	4/16/2019	4/16/2019	

LAKE NONA SOUTH
Boggy Creek Improvement District
Lake Nona Blvd. Traffic Signal Modification at Tavistock Lakes Blvd and Veterans Way Roadway
Change Order Log
Jon M. Hall Company

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes

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

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

BOGGY CREEK IMPROVEMENT DISTRICT

**OUC Master Lighting Installation,
Upgrade and Service Agreement
– Nemours Parkway West**



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

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

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

RECITALS

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

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

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

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

1. **RECITALS.**

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

2. **OUC DUTIES.**

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

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

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

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

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

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

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

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

3. CUSTOMER DUTIES.

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

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

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

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

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

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

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

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

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

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

4. TERMS OF PAYMENT.

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

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

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

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

5. MUTUAL AGREEMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

BOGGY CREEK IMPROVEMENT

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

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

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

Notary Public

Printed Name Below Signature

My Commission Expires

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

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

Attorney for OUC

Date: _____

ORLANDO UTILITIES COMMISSION

By: _____

Clint Bullock
General Manager & CEO

Attest: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

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

Notary Public

Printed Name Below Signature

My Commission Expires

EXHIBIT 1
THE PROPERTY

See attached description and sketch

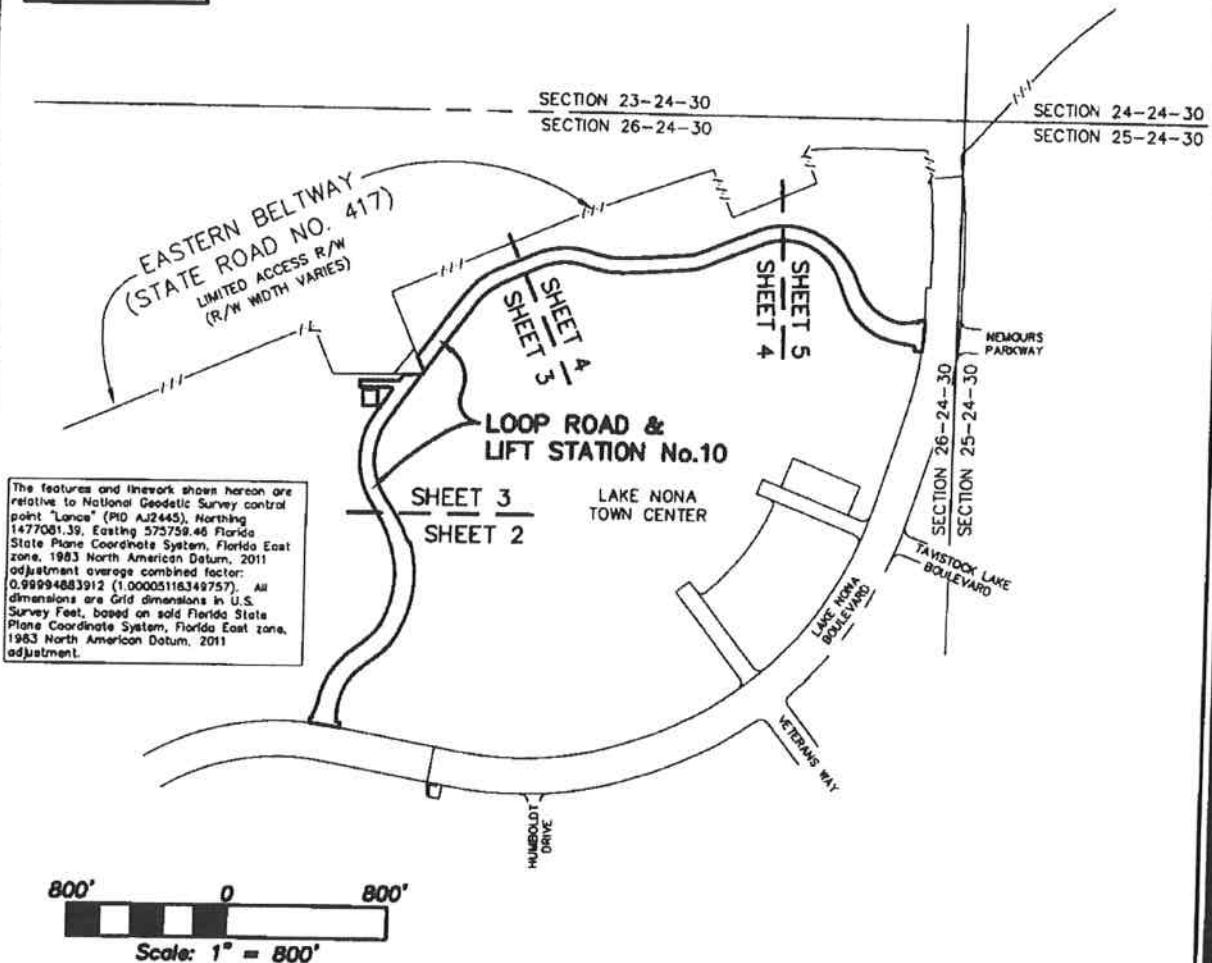
SKETCH OF DESCRIPTION

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

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



KEY MAP



PREPARED FOR:

BOGGY CREEK IMPROVEMENT DISTRICT

LAKE NONA TOWN CENTER

LOOP ROAD AND LIFT STATION No. 10

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 Grassman February 19, 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: 2/2018

CHECKED BY: SG

DATE: 2/2018

JOB NO.

16193.011

SCALE

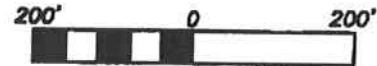
1"=800'

SHEET 1

OF 8

SKETCH OF DESCRIPTION

MATCH LINE
SEE SHEET 3



Scale: 1" = 200'

The features and linework shown hereon are relative to National Geodetic Survey control point "Lance" (PID A22445), Northing 1477081.30, 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.

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NOT PLATTED

NOT PLATTED

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	1339.93'	47°3'14"	98.71'	98.68'	N81°38'45"W
C2	110.00'	19°59'48"	38.39'	38.20'	N19°32'59"E
C3	100.00'	19°58'04"	34.85'	34.67'	N19°33'51"E
C4	404.33'	43°02'11"	303.70'	298.61'	N31°05'54"E
C5	295.67'	23°40'29"	122.17'	121.30'	N40°46'45"E
C6	470.67'	48°00'12"	394.33'	382.90'	N04°56'25"E
C7	854.63'	14°42'59"	219.51'	218.91'	N28°25'11"W
C11	556.00'	14°36'28"	141.75'	141.37'	S26°28'27"E
C12	31.00'	53°38'30"	29.02'	27.97'	S45°59'28"E
C13	569.17'	45°35'53"	452.97'	441.11'	S06°08'34"W
C14	394.17'	23°40'29"	162.87'	161.72'	S40°46'45"W
C15	305.83'	43°03'54"	229.87'	224.50'	S31°05'02"W
C16	100.00'	15°12'13"	26.54'	26.46'	S01°56'59"W
C17	100.00'	15°12'13"	26.54'	26.46'	S01°56'59"W

POINT OF COMMENCEMENT

NORTHEAST CORNER OF LAKE NONA BOULEVARD (LAKE NONA BOULEVARD THIRD ADDITION PB 72, PGS 135-139)

POINT OF BEGINNING "A"

NORTHERLY R/W LINE LAKE NONA BOULEVARD (LAKE NONA BOULEVARD THIRD ADDITION PB 72, PGS 135-139)

LAKE NONA BOULEVARD (LAKE NONA BOULEVARD THIRD ADDITION PB 72, PGS 135-139)

LAKE NONA BOULEVARD (LAKE NONA BOULEVARD SECOND ADDITION PB 72, PGS 87-89)

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N79°32'07"W	488.92'
L2	N79°32'07"W	54.34'
L3	N07°04'54"E	26.70'
L4	S80°26'55"E	11.47'
L5	N09°33'05"E	4.00'
L6	N52°37'00"E	101.26'
L7	N19°03'41"W	2.89'
L25	S52°37'00"W	101.26'
L26	S09°33'05"W	18.93'
L27	S09°33'05"W	4.00'
L28	S80°34'50"E	24.46'
L29	S09°25'10"W	25.71'

PREPARED FOR:

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



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

DRAWN BY: PH
DATE: 2/2018

CHECKED BY: SG
DATE: 2/2018

JOB NO.
16193.011

SCALE
1"=200'

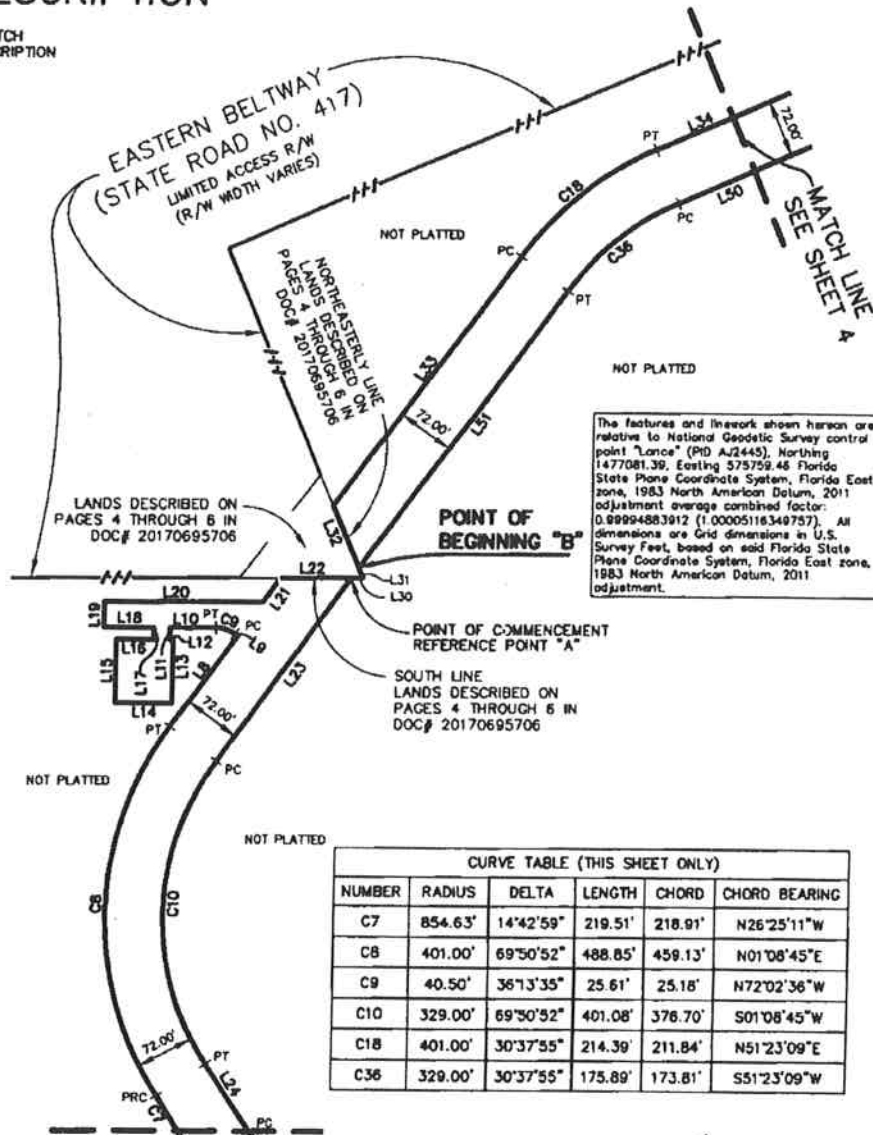
SHEET 2
OF 8

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

SKETCH OF DESCRIPTION

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

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L8	N36°04'11"E	139.59'
L9	N53°55'49"W	4.22'
L10	S89°50'36"W	56.56'
L11	S00°09'24"E	15.00'
L12	N89°50'36"E	4.00'
L13	S00°09'24"E	79.00'
L14	S89°50'36"W	71.00'
L15	N00°09'24"W	79.00'
L16	N89°50'36"E	47.00'
L17	N00°09'24"W	15.00'
L18	S89°50'36"W	62.12'
L19	N00°09'24"W	32.00'
L20	N89°50'36"E	197.02'
L21	N36°04'11"E	37.20'
L22	N89°50'51"E	89.25'
L23	S36°04'11"W	281.99'
L24	S33°46'41"E	100.33'
L30	N89°50'51"E	14.74'
L31	N23°17'53"W	13.82'
L32	N23°17'53"W	83.68'
L33	N36°04'11"E	384.03'
L34	N66°42'07"E	191.38'
L50	S66°42'07"W	191.38'
L51	S36°04'11"W	426.66'



The features and line work shown herein are relative to National Geodetic Survey control point "Lance" (PID A2445), 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.

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C7	854.63'	14°42'59"	219.51'	218.91'	N26°25'11"W
C8	401.00'	69°50'52"	488.85'	459.13'	N01°08'45"E
C9	40.50'	36°13'35"	25.61'	25.18'	N72°02'36"W
C10	329.00'	69°50'52"	401.08'	376.70'	S01°08'45"W
C18	401.00'	30°37'55"	214.39'	211.84'	N51°23'09"E
C36	329.00'	30°37'55"	175.89'	173.81'	S51°23'09"W

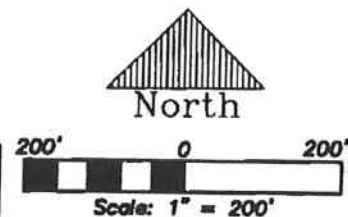
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BOGGY CREEK IMPROVEMENT DISTRICT
LAKE NONA TOWN CENTER
LOOP ROAD AND LIFT STATION No.10

MATCH LINE
SEE SHEET 2



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

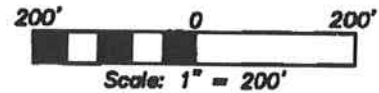
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DATE: 2/2018	DATE: 2/2018	16193.011	1"=200'	3
				OF 8



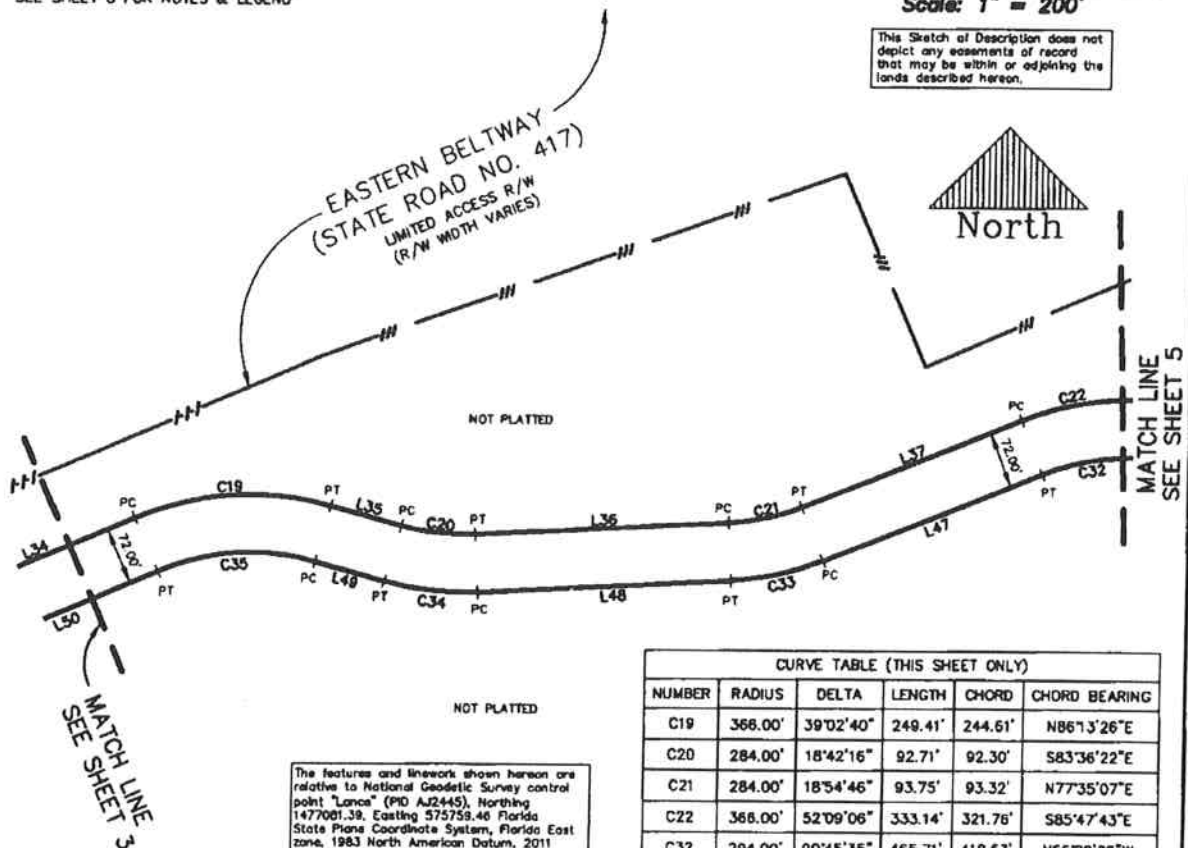
This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described herein.

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
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The features and line work shown herein are relative to National Geodetic Survey control point "Lanua" (PID A2445), Northing 1477081.39, Easting 575759.46 Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined factor: 0.99994863912 (1.00005116349757). All dimensions are Grid dimensions in U.S. Survey Feet, based on old Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.

CURVE TABLE (THIS SHEET ONLY)

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C19	368.00'	39°02'40"	249.41'	244.61'	N86°13'26"E
C20	284.00'	18°42'16"	92.71'	92.30'	S83°36'22"E
C21	284.00'	18°54'46"	93.75'	93.32'	N77°35'07"E
C22	368.00'	52°09'06"	333.14'	321.76'	S85°47'43"E
C32	294.00'	90°45'35"	465.71'	418.53'	N66°29'28"W
C33	356.00'	18°54'46"	117.51'	116.98'	S77°35'07"W
C34	356.00'	18°42'16"	116.22'	115.70'	N83°36'22"W
C35	294.00'	39°02'40"	200.35'	196.49'	S86°13'26"W

LINE TABLE (THIS SHEET ONLY)

NUMBER	BEARING	DISTANCE
L34	N66°42'07"E	191.38'
L35	S74°15'14"E	90.52'
L36	N87°02'30"E	315.27'
L37	N68°07'44"E	292.43'
L47	S68°07'44"W	292.43'
L48	S87°02'30"W	315.27'
L49	N74°15'14"W	90.52'
L50	S66°42'07"W	191.38'

PREPARED FOR:

BOGGY CREEK IMPROVEMENT DISTRICT

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

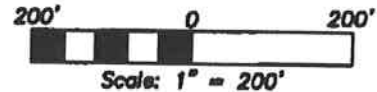


DONALD W. MCINTOSH ASSOCIATES, INC.
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2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

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DATE: 2/2018	DATE: 2/2018	16193.011	1"=200'	4
				OF 8

SKETCH OF DESCRIPTION

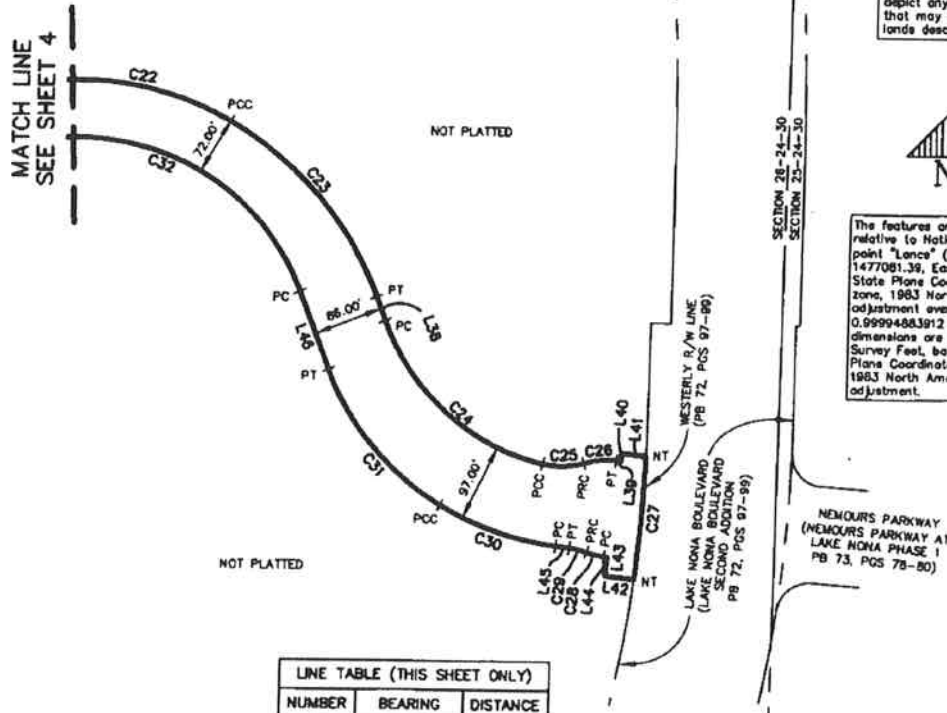
SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
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The features and linework shown herein are relative to National Geodetic Survey control point "Lence" (PID A12445), Northing 1477081.39, Easting 575759.46 Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined factor: 0.99994883912 (1.00005118349757). All dimensions are Grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L38	S21°06'41"E	31.42'
L39	S83°06'23"E	5.86'
L40	N06°37'36"E	10.36'
L41	S83°06'39"E	29.55'
L42	N83°06'23"W	36.59'
L43	N06°37'37"E	22.92'
L44	N83°06'23"W	4.00'
L45	N83°06'23"W	17.00'
L46	N21°06'41"W	102.72'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C22	366.00'	52°09'06"	333.14'	321.76'	S85°47'43"E
C23	430.05'	38°36'29"	289.79'	284.34'	S40°24'55"E
C24	285.00'	55°48'26"	277.60'	266.75'	S49°00'54"E
C25	100.00'	29°34'08"	51.61'	51.04'	N88°17'50"E
C26	100.00'	23°22'50"	40.81'	40.52'	N85°12'12"E
C27	1644.92'	5°19'46"	153.00'	152.95'	S04°10'32"W
C28	100.00'	12°50'19"	22.41'	22.36'	N76°41'13"W
C29	100.00'	12°50'19"	22.41'	22.36'	N76°41'13"W
C30	382.00'	23°18'05"	155.35'	154.29'	N71°27'20"W
C31	331.89'	38°41'37"	224.13'	219.90'	N40°27'29"W
C32	294.00'	90°45'35"	465.71'	418.53'	N66°28'28"W

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



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

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DATE: 2/2018	DATE: 2/2018	16193.011	1"=200'	5 OF 8

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP
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SEE SHEET 8 FOR NOTES & LEGEND

DESCRIPTION:

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

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

AND:

LEGAL DESCRIPTION CONTINUED ON SHEET 7

PREPARED FOR:

BOGGY CREEK IMPROVEMENT DISTRICT

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



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

DRAWN BY: PH
DATE: 2/2018

CHECKED BY: SG
DATE: 2/2018

JOB NO.
16193.011

SCALE
N/A

SHEET 6
OF 8

SKETCH OF DESCRIPTION

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

LEGAL DESCRIPTION CONTINUED FROM SHEET 6

Commence at the aforesaid Reference Point "A"; thence N89°50'51"E along the aforesaid South line of lands described on Pages 4 through 6 in Official Records Document Number 20170695706 for a distance of 14.74 feet to the Northeastly line of said lands described on Pages 4 through 6 in Official Records Document Number 20170695706; thence N23°17'53"W along said Northeastly line, 13.82 feet to POINT OF BEGINNING "B"; thence continue N23°17'53"W along said Northeastly line, 83.68 feet; thence departing said Northeastly line run N36°04'11"E, 384.03 feet to the point of curvature of a curve concave Southeastly having a radius of 401.00 feet and a chord bearing of N51°23'09"E; thence Northeastly along the arc of said curve through a central angle of 30°37'55" for a distance of 214.39 feet to the point of tangency; thence N66°42'07"E, 191.38 feet to the point of curvature of a curve concave Southerly having a radius of 366.00 feet and a chord bearing of N86°13'26"E; thence Easterly along the arc of said curve through a central angle of 39°02'40" for a distance of 249.41 feet to the point of tangency; thence S74°15'14"E, 90.52 feet to the point of curvature of a curve concave Northerly having a radius of 284.00 feet and a chord bearing of S83°36'22"E; thence Easterly along the arc of said curve through a central angle of 18°42'16" for a distance of 92.71 feet to the point of tangency; thence N87°02'30"E, 315.27 feet to the point of curvature of a curve concave Northerly having a radius of 284.00 feet and a chord bearing of N77°35'07"E; thence Easterly along the arc of said curve through a central angle of 18°54'46" for a distance of 93.75 feet to the point of tangency; thence N68°07'44"E, 292.43 feet to the point of curvature of a curve concave Southerly having a radius of 366.00 feet and a chord bearing of S85°47'43"E; thence Easterly along the arc of said curve through a central angle of 52°09'06" for a distance of 333.14 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 430.05 feet and a chord bearing of S40°24'55"E; thence Southeastly along the arc of said curve through a central angle of 38°36'29" for a distance of 289.79 feet to the point of tangency; thence S21°06'41"E, 31.42 feet to the point of curvature of a curve concave Northeastly having a radius of 285.00 feet and a chord bearing of S49°00'54"E; thence Southeastly along the arc of said curve through a central angle of 55°48'26" for a distance of 277.60 feet to the point of compound curvature of a curve concave Northerly having a radius of 100.00 feet and a chord bearing of N88°17'50"E; thence Easterly along the arc of said curve through a central angle of 29°34'06" for a distance of 51.61 feet to the point of reverse curvature of a curve concave Southerly having a radius of 100.00 feet and a chord bearing of N85°12'12"E; thence Easterly along the arc of said curve through a central angle of 23°22'50" for a distance of 40.81 feet to the point of tangency; thence S83°06'23"E, 5.86 feet; thence N06°37'36"E, 10.36 feet; thence S83°06'39"E, 29.55 feet to the Westerly right-of-way line of Lake Nona Boulevard, according to the plat of LAKE NONA BOULEVARD SECOND ADDITION, as recorded in Plat Book 72, Pages 97 through 99, of the Public Records of Orange County, Florida, and a point on a non-tangent curve concave Westerly having a radius of 1644.92 feet and a chord bearing of S04°10'32"W; thence Southerly along said Westerly right-of-way line and along the arc of said curve through a central angle of 05°19'46" for a distance of 153.00 feet to a non-tangent line; thence departing said Westerly right-of-way line run N83°06'23"W, 36.59 feet; thence N06°53'37"E, 22.92 feet; thence N83°06'23"W, 4.00 feet to the point of curvature of a curve concave Northerly having a radius of 100.00 feet and a chord bearing of N76°41'13"W; thence Westerly along the arc of said curve through a central angle of 12°50'19" for a distance of 22.41 feet to the point of reverse curvature of a curve concave Southerly having a radius of 100.00 feet and a chord bearing of N76°41'13"W; thence Westerly along the arc of said curve through a central angle of 12°50'19" for a distance of 22.41 feet to the point of tangency; thence N83°06'23"W, 17.00 feet to the point of curvature of a curve concave Northerly having a radius of 382.00 feet and a chord bearing of N71°27'20"W; thence Westerly along the arc of said curve through a central angle of 23°18'05" for a distance of 155.35 feet to the point of compound curvature of a curve concave Northeastly having a radius of 331.89 feet and a chord bearing of N40°27'29"W; thence Northwesterly along the arc of said curve through a central angle of 38°41'37" for a distance of 224.13 feet to the point of tangency; thence N21°06'41"W, 102.72 feet to the point of curvature of a curve concave Southwesterly having a radius of 294.00 feet and a chord bearing of N66°29'28"W; thence Northwesterly along the arc of said curve through a central angle of 90°45'35" for a distance of 465.71 feet to the point of tangency; thence S68°07'44"W, 292.43 feet to the point of curvature of a curve concave Northerly having a radius of 356.00 feet and a chord bearing of S77°35'07"W; thence Westerly along the arc of said curve through a central angle of 18°54'46" for a distance of 117.51 feet to the point of tangency; thence S87°02'30"W, 315.27 feet to the point of curvature of a curve concave Northerly having a radius of 356.00 feet and a chord bearing of N83°36'22"W; thence Westerly along the arc of said curve through a central angle of 18°42'16" for a distance of 116.22 feet to the point of tangency; thence N74°15'14"W, 90.52 feet to the point of curvature of a curve concave Southerly having a radius of 294.00 feet and a chord bearing of S86°13'26"W; thence Westerly along the arc of said curve through a central angle of 39°02'40" for a distance of 200.35 feet to the point of tangency; thence S66°42'07"W, 191.38 feet to the point of curvature of a curve concave Southeastly having a radius of 329.00 feet and a chord bearing of S51°23'09"W; thence Southwesterly along the arc of said curve through a central angle of 30°37'55" for a distance of 175.89 feet to the point of tangency; thence S36°04'11"W, 426.66 feet to POINT OF BEGINNING "B". This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

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

PREPARED FOR:

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



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

DRAWN BY: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET
DATE: 2/2018	DATE: 2/2018	16193.011	N/A	7
				OF 8

SKETCH OF DESCRIPTION

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

NOTES:

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

LEGEND

SECTION 26-24-30 SECTION, TOWNSHIP, RANGE

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

PREPARED FOR:

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



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DRAWN BY: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET 8
DATE: 2/2018	DATE: 2/2018	16193.011	N/A	OF 8

EXHIBIT 1 (Continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

PROPERTY / PREMISE LOCATION INFORMATION

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

BILLING INFORMATION

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

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 2562183178
Work Request No: 599881
Comments: _____

EXHIBIT 2

INITIAL LIGHTING PLAN

- (75ea) 125w LED GE Cobra Fixture / OUC # 036-23116
- (70ea) 28' Octagonal Concrete Pole, Jade Green, / OUC # 036-27500
- (75ea) 2 x 6' Aluminum Arm Black / OUC # 036-25029

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

Certificate of Completion (SCHEDULE 4)

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

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

Original Lighting System Poles & Fixtures and Installation Scope:

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

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

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

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature

Date

Authorized Customer Representative; Printed Name & Signature

Date

BOGGY CREEK IMPROVEMENT DISTRICT

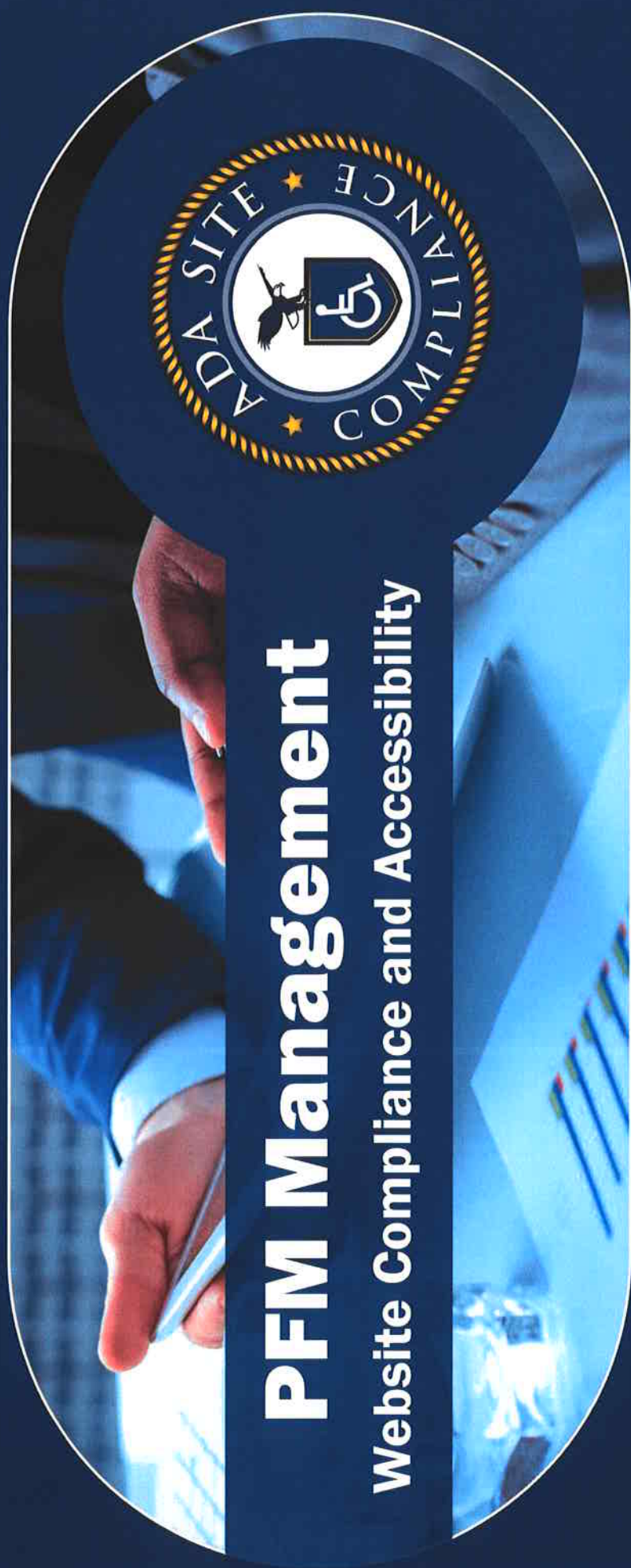
District Website/ADA Auditing Services Proposals

District Website/ADA Auditing Services Proposals Overview

Vendor	Website Conversion	Monthly Website Fee	Yearly ADA Auditing Services Fee	Monthly Email Fee	Additional Costs	Notes
ADA Site Compliance	\$3,200			\$75	PDFs - \$99 (covers 2 years then cost per pg)	Year 2 changes to \$1,500 for maint and ADA
Campus Suite	\$2,325	\$50	\$937.50	free service	Remediation of \$1.05/pg after max of 750 pgs	Year 2 ADA changes to \$1,552.52
Community XS	current provider	\$80	\$960	\$25	Remediation of pdf docs - \$10 per page	
V Global Tech	\$1,750	\$125	\$1,200	incl.		

BOGGY CREEK IMPROVEMENT DISTRICT

ADA Site Compliance



PFM Management

Website Compliance and Accessibility

A Sampling of Our Clients



Dear PFM Management Board Members:

Thank you for the chance to present our company, ADA Site Compliance, the leader in website accessibility for Florida's community development districts. We've worked with 200+ CDDs and government entities, and hundreds of businesses, including some of the world's best-known brands. We're confident that our expertise in website and PDF accessibility makes us the right choice for PFM Management.

We realize you have a choice when selecting any vendor. We also know that ADA website and PDF accessibility are highly specialized, so it's important for you to understand what sets one company apart from another. Below are a few key facts you should know about us:

1. We have one business – website and PDF accessibility and compliance – and we do it the right way

Since the explosion of ADA website lawsuits two years ago, many companies in fields like web design and SEO are now seeking a new revenue stream in digital accessibility. Many are good marketers but simply lack the skills and knowledge to properly do this work. At ADASC, we have one business: making and keeping our clients' websites and PDFs accessible.

2. Community Development Districts are our specialty – and we have a perfect track record

We have worked with hundreds of special districts in Florida, including more than 200 CDDs. In that time, no ADASC clients who have completed their auditing and remediation have been sued. That's because we do the work the way it must be done and never take shortcuts.

3. We are the experts' experts

Our clients are also the clients of dozens of the world's largest law firms (we're happy to share a list). They continue to refer us those clients because they trust us to serve them well, to manage their risk exposure, and to keep their costs low.

We respectfully urge the board to consider these points in order to get a true apples-to-apples comparison of your options. As litigation continues against CDDs, having a truly accessible website and PDFs will save you time and money. And it's the right thing to do.

We welcome your questions and look forward to serving as your trusted resource for all your accessibility needs.

Sincerely,

The ADA Site Compliance Team

Experience Counts

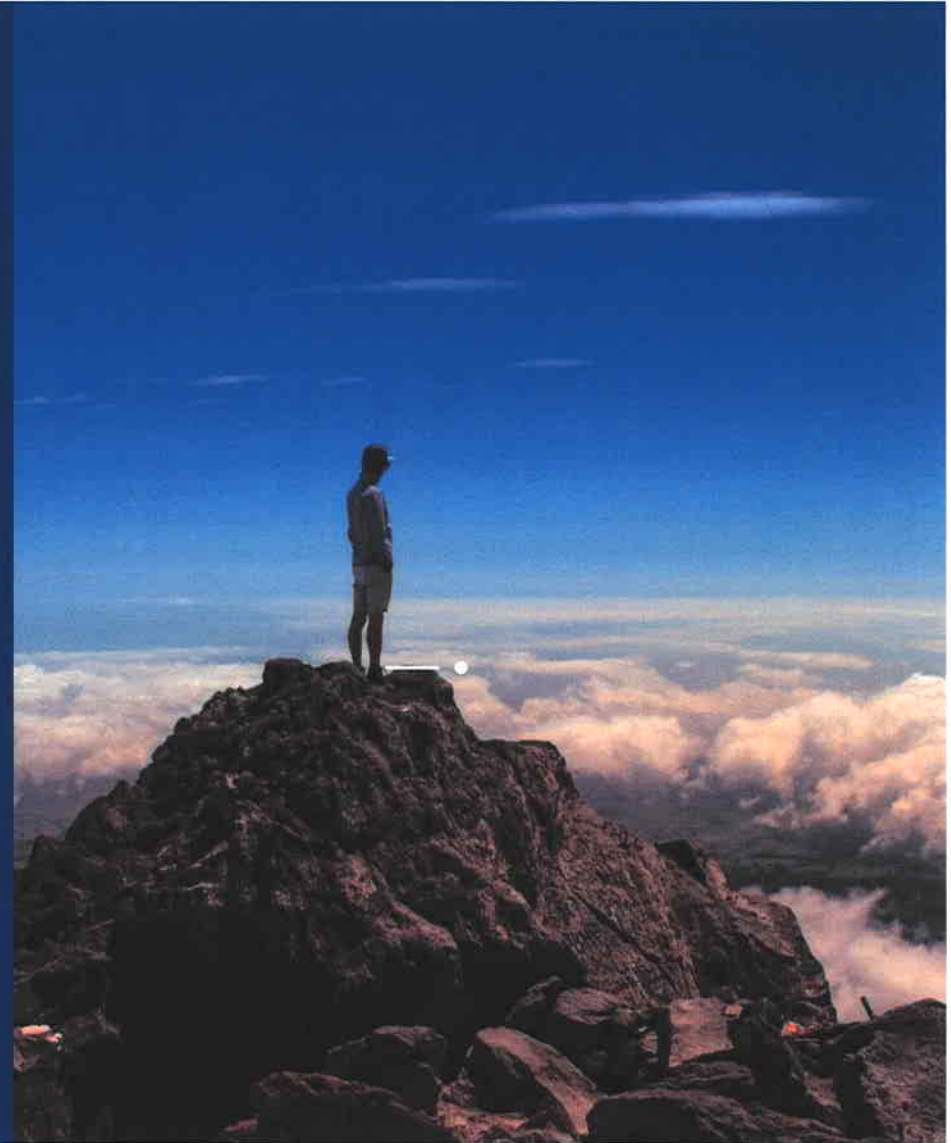


ADASC is proud to be the trusted partner of 200+ Florida CDDs, their board members, management companies, insurance carriers, and legal counsel.

Districts across Florida turn to us for all their accessibility and compliance needs:

- ✓ Website and PDF remediation
- ✓ Creation of new, ADA-compliant, accessible websites
- ✓ Risk-mitigation in a climate of growing litigation
- ✓ Ongoing maintenance and support of accessibility efforts
- ✓ Website hosting, back-up, and security
- ✓ Training, consulting, and expert advice

We are happy to provide you with references upon request



Phase 1: Risk-Mitigation



Compliance Shield

A certificate on your website indicates that you have a compliance plan in place and are taking active steps toward usability for all.



Site Accessibility Policy

A compliance plan details your strides toward access for all and lists alternate contact info for users in need of accommodations.



Compliance Audit Report

A detailed audit report shows the lines of code to be corrected and screen shots and text descriptions of every compliance failure.

Your New, Accessible & Compliant Website

Phase 2

Migration of All Content

Our technical team migrates your current content to a brand new website built to be accessible and compliant.

Phase 3

Quality Assurance

Our compliance team re-tests your new website to ensure that it meets WCAG 2.1 AA-level criteria.



Creation of a New, Compliant & Accessible Website



\$2,900 (year 1) * Migration of current site content to new, ADA-compliant format

* PFM Management owns 100% of the website

* No annual fee in year one

\$1,500 (annually) - Continued accessibility and ongoing compliance support as standards change

Includes:

* Two hours of annual consulting

* Quarterly tech audit reports for ongoing maintenance

* Customized Accessibility Policy

* ADASC Compliance Shield





PDFs (optional)

\$99 for two years of PDF conversion to text/HTML format

Conversion will improve PDF accessibility

Complex document remediation starts at \$1.00

Template creation available to reduce future costs

Hosting (optional)

\$300 per year

Includes the following premium features:

- Active firewall
- Virus protection
- SSL certificate
- Daily file and database backup
- Disaster recovery
- Server optimization

Districts Choose ADASC For:

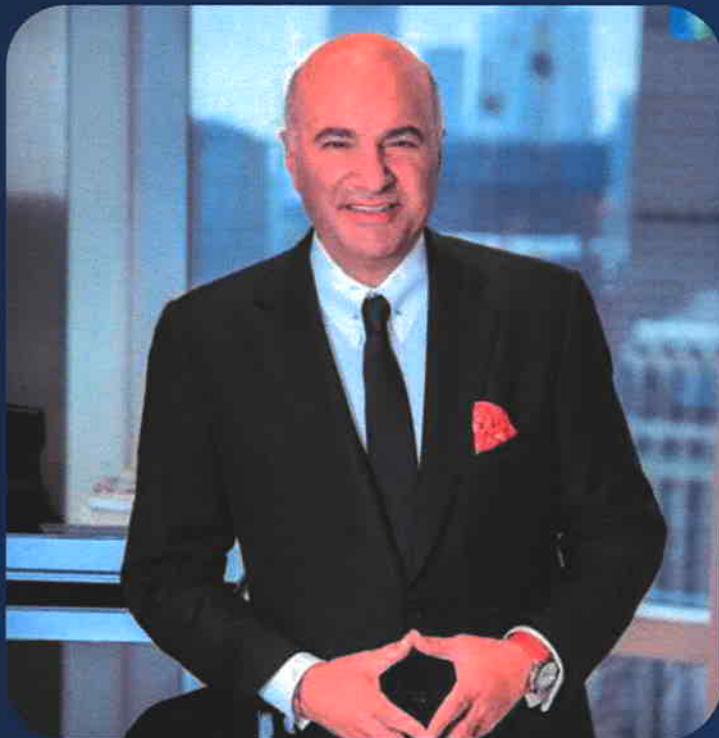
- * Turnkey solutions that provide unmatched convenience
- * Services that don't just meet, but exceed, insurance requirements
- * The most experienced team of experts in our field
- * Our single focus on digital accessibility and compliance
- * The lowest-cost option among legitimate service providers

New, Compliant Website: \$2,900

PDFs: \$99

Hosting & Backup: \$300

Year-One Cost: \$2,900 - \$3,299



A Word from a Fan



"A big shout out to ADA Site Compliance, which helps businesses and public entities make their websites and PDFs accessible and compliant with the Americans with Disabilities Act. Check out ADA Site Compliance. This is a good thing to have. Compliance is a must..."

- KEVIN O'LEARY A.K.A. "MR. WONDERFUL"
ABC TV'S SHARK TANK



ADA Site Compliance

The Website & PDF Accessibility Experts Asked to Present to:



The Trusted Resource for Those That You Trust





Contact Information



ADA Site Compliance, LLC

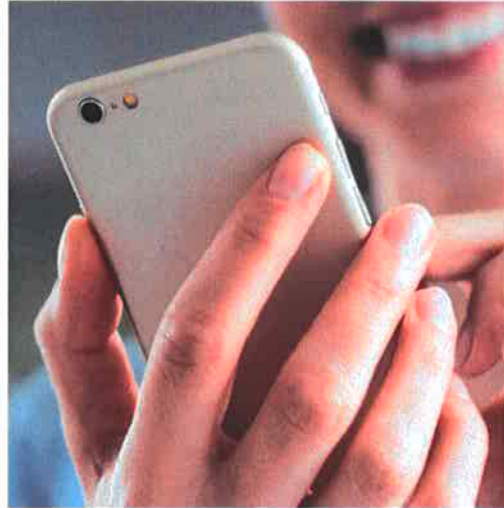
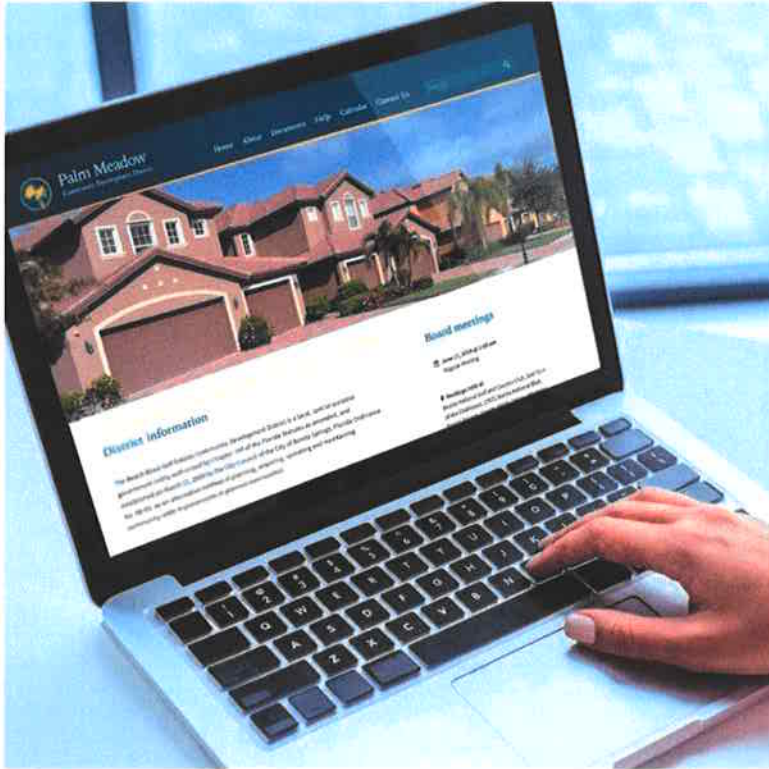
Jeremy Horelick, Vice President
(561) 258-9518 Direct

jeremy@AdaSiteCompliance.com

www.AccessibleDistrictWebsites.com

BOGGY CREEK IMPROVEMENT DISTRICT

Campus Suite



Keeping your community informed. And you compliant.

Boggy Creek Community Development District

Proposal date: 2019-07-08

Proposal ID: 8NWDS-MJEGN-JEXCM-SHNJ4

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Services.....	3-5
FAQs.....	6
Statement of work.....	7-8
Terms and conditions.....	9-12



Ted Saul

Director - Digital Communication

 Certified Specialist

campus
suite

Pricing

Effective date: 2019-07-15

Implementation

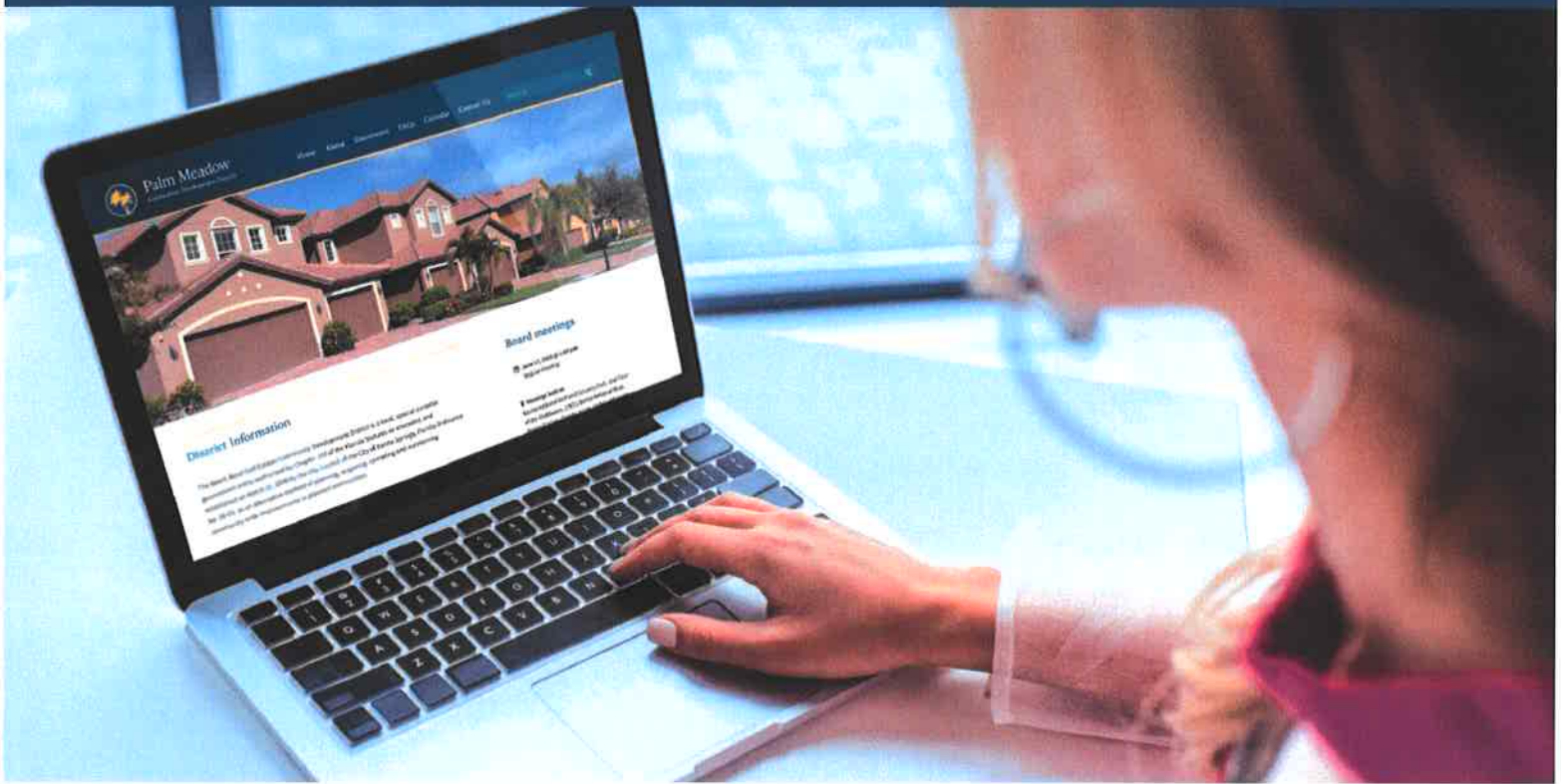
	Quantity	Subtotal
Onboarding of ADA Compliant Website and Remediation of Historical Documents	1	\$2,325.00
<ul style="list-style-type: none">• Migration website pages and present on a staged website for approval• Initial PDF Accessibility Compliance Service for 1,500 pages of remediation		

Ongoing services

	Quantity	Subtotal
Website services	1	\$600.00
<ul style="list-style-type: none">• Hosting, support and training for users• Website management tools to make updates• Secure certification (https)• Monthly site reporting, monitoring and error corrections		
Ongoing PDF Accessibility Compliance Service	750*	\$937.50
<ul style="list-style-type: none">• Remediation of all PDFs stored on your website• Remediation of up to 750 PDF pages• Dashboard for reporting and managing all PDFs• 48-hour turnaround for fixes for board agendas• PDF manager dashboard		
Social Media Manager		Included

Total: \$3,862.50

**Maximum PDF pages per 12 month period*



Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



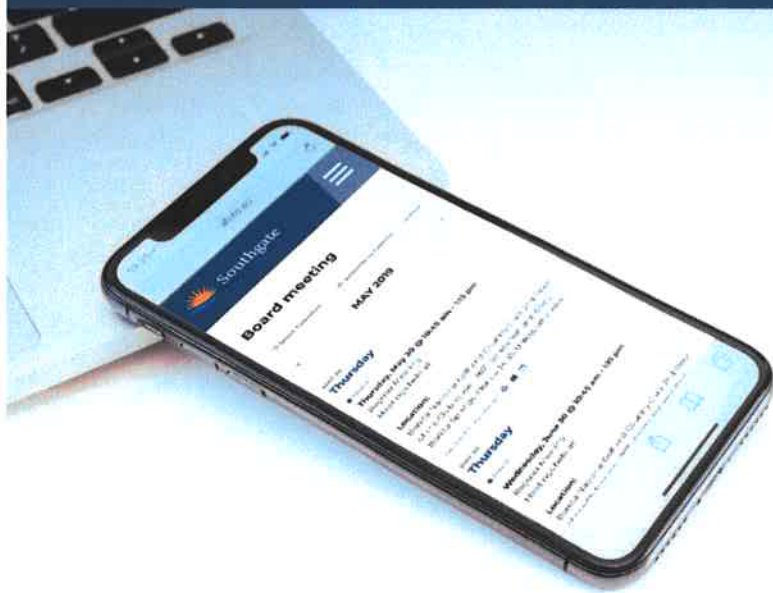
Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws



Save CDD board time and money



Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite

We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

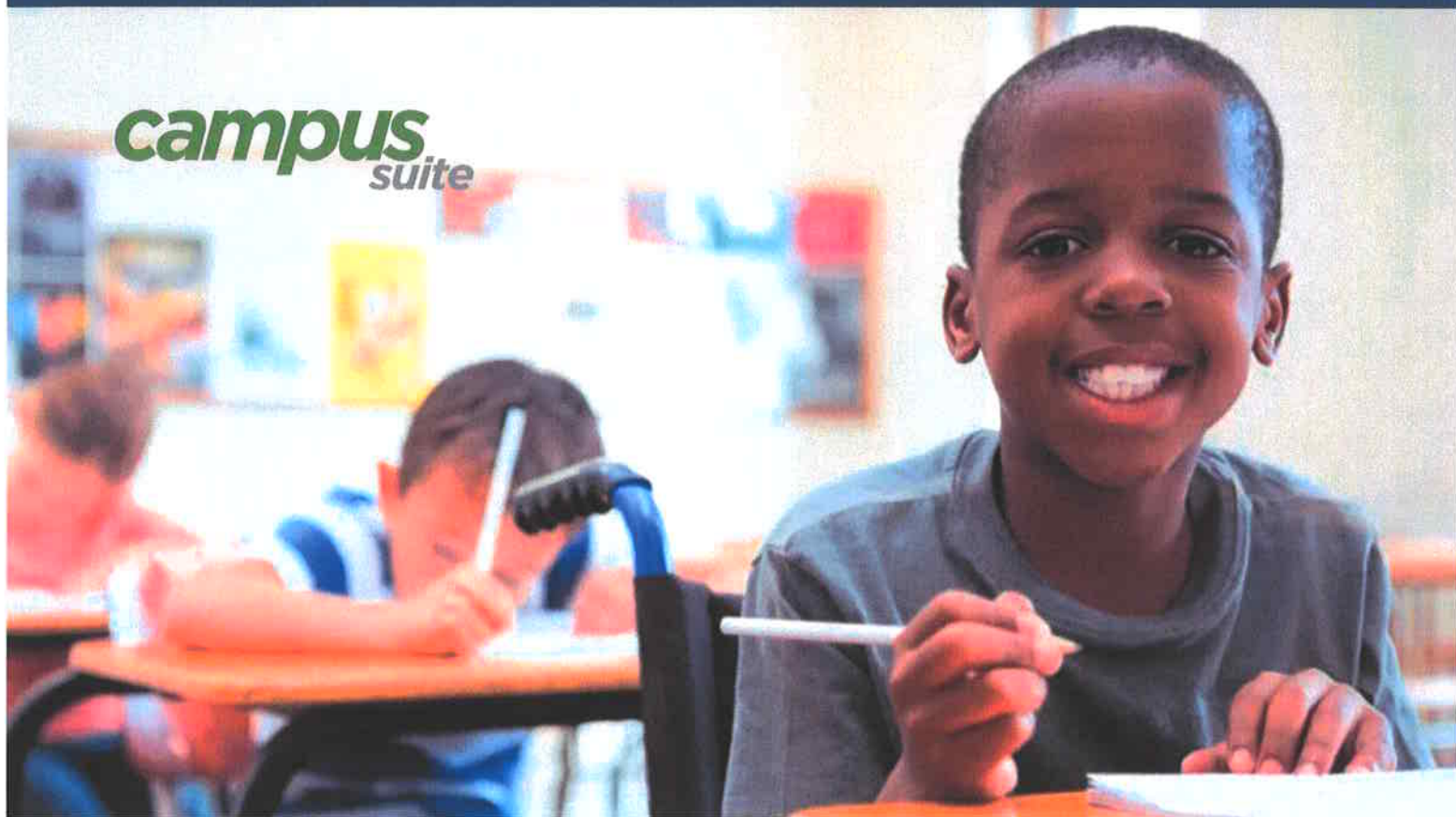
Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes

campus
suite



A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



W3C[®]
WCAG 2.0



Campus Suite Academy
Website Accessibility Center

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1,500 pages identified by the District for the new website in an ADA compliant format.*
2. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;*
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

3. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

4. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

AGREEMENT BETWEEN THE Boggy Creek COMMUNITY DEVELOPMENT DISTRICT AND INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, FOR WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES

This Agreement ("Agreement") is entered into as of 2019-07-15 by and between:

Boggy Creek Community Development District, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 12051 Corporate Blvd., Orlando, FL 32817 (the "**District**"), and

Innersync Studio, Ltd., d/b/a Campus Suite, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 752 Dunwoodie Drive, Cincinnati, Ohio 45230 ("**Contractor**").

RECITALS

Whereas, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

Whereas, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

Whereas, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**"), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the Website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

Whereas, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

Whereas, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

Now, therefore, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

Section 2. Scope of Work. Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include:

A. Initial Website Remediation. Contractor shall migrate the District's existing Website or otherwise create a new Website in order to produce a functional, responsive, working Website compliant with federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"). Specifically, Contractor shall, at a minimum:

- i. provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii. convert up to 1,500 pages of PDF documents identified by the District to accessible formats for assistive technologies. If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF;
- iii. provide a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District's engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems;
- iv. provide options to create a District-branded design (colors, logo, etc.);
- v. provide Contractor's ADA compliance shield, seal or certification for display on the Website ("Compliance Shield");
- vi. cross-check ADA compliance for accessibility and compatibility of the Website with various technology mediums, including but not limited to mobile phones, smart phones, tablets, laptop computers, desktop computers, and provide "mobile friendly" or "mobile versions" of the Website accessible via various web browsers including but not limited to Internet Explorer, Edge, Mozilla, Safari, and Chrome;
- vii. eliminate and prevent any commercial advertising on the Website;
- viii. eliminate and prevent exposure to any known spyware, virus or malware affecting functionality or accessibility of the Website;

- ix. secure “https” certification and provide secure “cloud” hosting with fail-over back-up measures to ensure continued functionality and accessibility of the Website;
- x. provide data back-up and records retention measures as required by Florida law;
- xi. provide and/or allow display of a calendar, reservation request form, and newsletter, as applicable or necessary to the District;
- xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;
- xiii. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

B. Maintenance. Starting October 1, 2019, Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i. manage and maintain the Website;
- ii. remediate new documents, up to seven hundred fifty (750) pages per year; for any agenda packages, Contractor shall turn around the remediated version within two (2) business days; any updates or fixes needed to the agenda requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request.
- iii. remediate new documents identified by the District to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request.
- iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;
- v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage system and regularly backing up new content as they are submitted and uploaded to the Website;
- vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades

are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;

vii. perform monthly comprehensive technological, and human as needed, audits to ensure Website's compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;

viii. in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;

ix. continue to provide and update, as needed, those Services identified in Section 2(A)(iii), (v), (viii), (x), and (xii); and

x. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor's expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards

C. Additional Services. In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

i. providing a point of contact to respond to requests for Website accommodation;

ii. converting documents for a public records requests received by the District;

iii. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

Section 3. Compensation. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. Initial Website Remediation. For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of \$2,325.00 [plus (\$0.98) per page remediated pursuant to Section 2(A)(ii)]. Contractor shall invoice the District upon substantial completion of the Services provided in Section 2(A).

B. Maintenance. For performance of the Services as provided in Section 2(B) of this Agreement, starting October 1, 2019 the District shall pay Contractor (\$1,515.00) per year, payable in one annual installment for Ongoing PDF Accessibility Compliance Service and Website Services. Parties understands and acknowledges that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(iii) of up to seven-hundred fifty (750) pages per year ("Annual Max Pages").

C. Additional Conversions. For remediating and converting any documents in excess of the Annual Max Pages included in the maintenance price, Contractor shall provide such services for an amount not to exceed Ninety-Eight Cents (\$0.98) per page. Contractor shall perform remediation and conversion of additional documents only upon receipt of written authorization of the District approving the same.

D. Invoices; Payment. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

Section 4. Term and Termination.

A. Term. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. Termination. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall (i) be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination; (ii) be permitted to remove the Compliance Shield from the Website as of the effective date of the termination; (iii) provide the District, or its designee, all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the service; and (iv) if the Contractor used proprietary and/or licensed software to provide the Services herein to the District, then

Contractor shall coordinate with the District as to the terminated use of such software, including any migration of the Website that may be required pursuant to such termination.

Section 5. Representations, Warranties and Covenants. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and Exhibit A; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG 2.1 Level AA and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

Section 6. Intellectual Property.

A. Contractor Materials. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. The District Materials; Publicity and Trademarks. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content (including all remediated content provided by the Contractor), under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to

address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "District Materials") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable and accepted security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. Right to Display Contractor's Compliance Shield / Accessibility Policy. Pursuant to this Agreement, the Contractor shall provide District a Compliance Shield and customized accessibility policy, which District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

Section 7. Public Records. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is _____ ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which 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 the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the

District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (____) ____-____, _____@_____.COM, OR AT _____, FLORIDA _____.

Section 8. Indemnity.

A. Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website related claim by a third-party, arising out of, wholly or in part by, Contractor's willfully reckless or willfully negligent act(s) or omission(s). Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

Section 9. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

Section 10. General Provisions.

A. Conflicts. The terms of this Agreement and Exhibit A are intended to complement each other, and to the extent they conflict, the terms of Exhibit A shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to Exhibit A; in all other respects, the provisions of this Agreement shall control.

B. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

C. Independent Contractor. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. Dispute Resolution. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the

laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of _____, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

G. Third-Party Beneficiaries. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

H. Default and Protection against Third-Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

I. Notices. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Contractor:

Innersync Studio, Ltd.,
d/b/a Campus Suite
752 Dunwoodie Drive
Cincinnati, Ohio 45230

Attn: Steven Williams

If to District:

Boggy Creek Community Development District

Attn: District Manager

With a copy to:

Hopping Green & Sams PA

119 South Monroe Street, Suite 300

Tallahassee, Florida 32301

Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

J. Entire Agreement. This Agreement, together with Exhibit A, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

K. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

L. Assignment. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. Amendments. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. Force Majeure. If either party is prevented from performing any of its obligations under this Agreement

due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. Survival. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. Waiver. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

Q. Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

R. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

S. Descriptive Headings. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

In witness whereof, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST: Boggy Creek COMMUNITY DEVELOPMENT DISTRICT

Secretary Chairperson, Board of Supervisors . _____
Date

Print name

WITNESS: INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, an Ohio limited liability company

Print Name: By: Steven Williams, (Title) . _____
Date

Exhibit A: Proposal for Services

Implementation

	Quantity	Subtotal
Onboarding of ADA Compliant Website and Remediation of Historical Documents	1	\$2,325.00
<ul style="list-style-type: none">• Migration website pages and present on a staged website for approval• Initial PDF Accessibility Compliance Service for 1,500 pages of remediation		

Ongoing services

	Quantity	Subtotal
Website services	1	\$600.00
<ul style="list-style-type: none">• Hosting, support and training for users• Website management tools to make updates• Secure certification (https)• Monthly site reporting, monitoring and error corrections		
Ongoing PDF Accessibility Compliance Service	750*	\$937.50
<ul style="list-style-type: none">• Remediation of all PDFs stored on your website• Remediation of up to 750 PDF pages• Dashboard for reporting and managing all PDFs• 48-hour turnaround for fixes for board agendas• PDF manager dashboard		
Social Media Manager		Included

BOGGY CREEK IMPROVEMENT DISTRICT

Community XS

From: [Dwayne Anderson](#)
To: [Jennifer Walden](#); [Lynne Mullins](#); dorish@fishkind.com; [Victoria Martinez](#); carolh@fishkind.com; [Vivian Carvalho](#)
Date: Tuesday, May 21, 2019 11:29:39 AM

EXTERNAL EMAIL: Use care with links and attachments.

Hi –

I happened to come across an agenda on the Myrtle Creek site. I read through the ADA audit proposal you have and wanted to share some information and offer additional services to the district.

The CommunityXS template that's used to present the public facing district website has been extensively evaluated and remedied for accessibility. In October of last year, the site was evaluated by WebAim at the University of Utah. They identified a comprehensive list of accessibility issues that were then addressed by our team. The site then went through a follow-up evaluation to verify the issues were addressed correctly.

I have been making changes and upgrades to the site template since October and I'm happy to say that the site template is highly accessible. There always room for interpretation of the guidelines, but I'm confident to relay that the site supports the use of assistive technology.

The one exception is the pdf documents that you guys upload. Those must be addressed differently.

So, I've recently formulated agreements to provide the district with quarterly audits. This service is billed monthly and performed quarterly. The **monthly charge is \$40.00** in addition to the current services and is billed as a separate line item. This service is performed by me and the issues I find are corrected by me. So, this service includes remediation. The two step audit consists of an automated test using Lighthouse, an auditing tool created and maintained by Google, and a manually/visual evaluation by me. I have extensive knowledge of the site and the variable content that's contributed by your team, so the evaluation can be done rather quickly and at a lower cost than a third party.

We can also have the site evaluated by a third party, WebAim, at any time and that would be around \$1400.00 for a site like myrtle creek, although the formal proposal and price would come directly from WebAim. That is for automated and manual evaluation. A site with more content like a traditional community will most likely be a little more.

I just wanted to pass that information along as I haven't had a chance to formally introduce the program to my customers. Please feel free to pass this along to your associates at PFM.

If you'd like to talk more, or have questions, please let me know. Thanks!

--

Dwayne Anderson
Consultant
VenturesIn.com, Inc.
9560 W Linebaugh Ave

Jennifer Walden

Subject:

FW: RE:

From: Dwayne Anderson [mailto:danderson@venturesin.com]

Sent: Tuesday, July 30, 2019 4:47 PM

To: Jennifer Walden <waldenj@pfm.com>

Subject: RE: RE:

EXTERNAL EMAIL: Use care with links and attachments.

Hi!

The Audit includes:

- An automated evaluation of every page in the site, if problems are identified by the automated evaluation, the page content is manually modified to bring the score to 100 – the highest score possible. The automated tool is Lighthouse, created and maintained by Google.
- A manual review of the content on each and every page within the site. If I notice something wrong, out of place, or in conflict with the guidelines, I will correct the page content.
- Upon completion of the Audit, I will turn on a compliance statement that appears in the footer of the page, on all pages, that includes the date of the most recent audit.

My service does not include evaluation and remediation of the pdf documents that are on each site. Document conversion is a bit outside my scope and can become really expensive. I have a firm that specializes in this service that I can use, but the price is pretty high.

Here is some basic pricing for that service.

Product	Price Per Page
Accessible PDF	\$10
Accessible PowerPoint	\$5
Accessible Word	\$5
Accessible Word Form	\$48
Accessible PDF Form	\$48

Dwayne Anderson

Consultant

VenturesIn.com, Inc.

9560 W Linebaugh Ave

Tampa FL 33626

Ph. (813) 999-4499 | Mbl. (813) 205-0054

danderson@venturesin.com | <http://www.venturesin.com>

Jennifer Walden

Subject:

FW: RE:

From: Dwayne Anderson [mailto:danderson@venturesin.com]

Sent: Thursday, August 15, 2019 11:52 AM

To: Jennifer Walden <waldenj@pfm.com>

Subject: RE: RE:

EXTERNAL EMAIL: Use care with links and attachments.

Hi! - The cost of the quarterly audit and related remediation/correction service would be \$80.00 a month if I need to agree to assume the liability associated with accessibility.

This would be billed monthly, so the website total cost to the district would be:

CommunityXS Application Hosting	\$80.00
Email Essentials	\$25.00
Quarterly WCAG Compliance Audit	\$40.00
Professional Liability	<u>\$40.00</u>
	\$185.00 per month

I hope that makes sense. If you have any more questions, or need clarification, please let me know.

Dwayne Anderson

Consultant

VenturesIn.com, Inc.

9560 W Linebaugh Ave

Tampa FL 33626

Ph. (813) 999-4499 | Mbl. (813) 205-0054

danderson@venturesin.com | <http://www.venturesin.com>

SUPPLEMENTAL AGREEMENT FOR WEBSITE ACCESSIBILITY CONSULTING SERVICE CommunityXS

IMPORTANT - READ CAREFULLY: This Supplemental Agreement for Website Accessibility Consulting Service ("Agreement") is a legal Agreement between you, the organization or entity, ("Customer") and VenturesIn.com, Inc. ("Consultant") which covers the service by VenturesIn to perform a website accessibility audit and remediation. VenturesIn agrees to provide Service to Customer and Customer agrees to pay VenturesIn for Service subject to the following terms and conditions:

- 1) Engagement:**
 - a) Customer desires that Consultant conduct a website accessibility evaluation of a CommunityXS application-based web site.
 - b) Customer desires that Consultant remedy issues found during a website accessibility evaluation.
 - c) This Agreement shall remain in effect until unless terminated by either party by giving forty-five (45) days written notice to the other party.
- 2) Fees and Payments**
 - a) Service Fee: \$40.00 per month.
 - b) Fees for the Services and any associated services shall be invoiced in advance and shall be payable on receipt or in accordance with any payment terms that are included on the invoice.
 - c) If payment is not made according to the terms of the invoice, VenturesIn reserves the right to terminate Services.
- 3) Services:**
 - a) Consultant shall, pursuant to the terms of this Agreement perform a comprehensive website accessibility evaluation (the "Services") with respect to the Web Content Accessibility Guidelines (WCAG) set forth by the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI). The consultant shall use a variety of tools and software products to facilitate the website accessibility evaluation. The Consultant shall evaluate all website content using automated testing tools and shall manually evaluate each page by reading or otherwise visually inspecting all elements.
 - b) Consultant shall, pursuant to the terms of this Agreement, modify website code and content (the "Services") to conform to the Web Content Accessibility Guidelines (WCAG) set forth by the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI).
- 4) Performance:**
 - a) Conformance to the Web Content Accessibility Guidelines (WCAG) shall be measured and scored by automated accessibility audits generated by Lighthouse, an open-source website auditing suite developed and maintained by Google.
 - b) Consultant agrees to modify web code and content to reach an Accessibility score of one hundred (100); indicating all applicable automated audits are "Passed".
- 5) Service Frequency:**
 - a) Service shall be performed once per calendar quarter.
- 6) Authorized Usage:**
 - a) Customer agrees that authorized VenturesIn support personnel may access system as required to facilitate Services.
- 7) Errors and Omissions:**
 - a) Subject to the terms of this Agreement, the Customer shall not be prejudiced in any way by inadvertent errors or omissions made by Consultant in connection with this Agreement provided such errors and omissions are corrected promptly following discovery thereof. Upon the discovery of an inadvertent error or omission, Consultant shall make all appropriate adjustments as soon as practicable to correct such inadvertent error or omission.
- 8) Limitation of Liability**
 - a) It is expressly agreed that in no event shall Consultant be liable for any damages whatsoever. The total liability of Consultant to Customer, and anyone claiming by, through, or under Customer for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Service or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or failure to perform, shall not exceed the total compensation received by Consultant for Services.
- 9) Customer Remedies:**
 - a) Consultant's entire liability and Customer's exclusive remedy shall be as defined in this Agreement. No other remedies are provided to Customer under this Agreement.
- 10) Supplemental Agreement:**
 - a) This Agreement supplements, and is automatically terminated upon termination of, the Application Hosting Agreement CommunityXS.
- 11) No Waiver:**
 - a) Any failure by either party to exercise an option or right conferred by this Agreement shall not of itself constitute or be deemed a waiver of such option or right.
- 12) Severability:**
 - a) If any provision in this Agreement is declared void or unenforceable by any judicial or administrative authority this shall not nullify the remaining provisions of this Agreement which shall remain in full force and effect.
- 13) Law:**
 - a) This Agreement shall be governed by the laws of the State of Florida and the parties agree to submit to the exclusive jurisdiction and venue of the Court of Hillsborough County, Florida in connection with any legal actions hereunder.
- 14) General:**
 - a) Should you have any questions concerning this Agreement, or if you desire to contact VenturesIn for any reason, please write: VenturesIn.com, Inc., 9560 West Linebaugh Avenue, Tampa, Florida 33626.

I agree to the terms and conditions of this Consultant Service Agreement.

Customer Signature

Organization/Community/CDD/HOA

Print Name and Title

Sign

Date

BOGGY CREEK IMPROVEMENT DISTRICT

V Global Tech



ACCREDITED
BUSINESS

BBB Rating: A+

[Click for Profile](#)

Technical & Human Audit Proposal for Public Facing Digital Assets (Software, Websites & Apps)

Goal: Ensure full compliance for people with disabilities as per:



**Nondiscrimination
requirements of
Title II of
the American
Disabilities Act
(ADA)**



**WCAG (Web
Content
Accessibility
Guidelines)**



**Section 508
Stipulations**



**Florida
Insurance
Alliance / eGIS
Risk Advisors
Guidelines**

Read more about details of the above list on VGlobalTech's website. All ADA requirements and information on these topics has been compiled in one place for our clients.

URL: <https://vglobaltech.com/website-compliance/>

VGlobalTech.com ~ Experience Innovation

Page 1 of 11

Your strategic partner for Web Design, Software, Marketing, and SEO solutions.

Call: 321-947-7777 | Email: contact@VGlobalTech.com

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Version Log:

Date	Version#	Comments	Author
April 11, 2019	1.0	Technical and Human Audit	VB Joshi
April 12, 2019	1.1	Added 3 Options	VB Joshi
April 12, 2019	1.2	Added compliance process flow	VB Joshi

Your website gets 2 Compliance Seals **VGlobalTech's Technical Compliance Seal & Human** **Audit Compliance Seal**



VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Working together with your company we wish to add social value to the community we live in!

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1.0 The Law

Please familiarize your team with the Florida Statute 189.069 Special districts; required reporting of information; web-based public access. Source:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

2.0 ADA & WCAG Compliance

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

3.0 Quarterly Technical & Human Audit Testing

This audit is as per the Florida Insurance Alliance, eGIS Insurance Advisors and other insurance guidelines. Please check with your insurance agency for specific requirements. Read more here: https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech team is trained and well aware of ADA and WCAG 2.x Compliance guidelines. VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>



Together we are now able to provide not one but two compliance seals for all our customers. Details of the compliance seals are below.

3.1 Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (**ADA**), Web Content Accessibility Guidelines (**WCAG**), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

3.2 Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

4.0 Compliance Process Flow:



5.0 Pricing Options

Option 1 (recommended):

Quarterly Technical & Human Audits: \$1200 / Four Audits

- ✓ Covers all technical **AND** human audit aspects as per industry experts
- ✓ Discounted to cover both audits together
- ✓ Compliance seals renewed after every audit
- ✓ Ensure site and new content is in compliance with ALL standards
- ✓ Peace of mind

Option 2:

Quarterly Technical Audit Only*: \$900 / Four Audits

- ✓ Covers only technical aspects of elements, html, css, contrast etc as per WCAG
- ✓ Technical Audit Compliance seal renewed after every audit
- ✓ Does not cover human audit (additional considerations that are subjective to the person, assistive technology used etc)

Option 3:

Quarterly Human Audit Only: \$800 / Four Audits**

- ✓ Covers only human audit (considerations that are subjective to the person, assistive technology used etc conducted in a lab like environment)
- ✓ Human Audit Compliance seal renewed after every audit

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

6.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign and date below.

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement.

Please Sign and Date, Return to contact@vglobaltech.com:

For Customer

Date

VB Joshi

For VGlobalTech

Date

7.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, Disability Rights Section

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



BBB Rating: A+

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Contact Information:

Website: <https://vglobaltech.com>

Email: contact@VGlobalTech.com

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BOGGY CREEK IMPROVEMENT DISTRICT

**Resolution 2019-07,
Adopting the Fiscal Year 2020 Budget and
Appropriating Funds**

RESOLUTION 2019-07

THE ANNUAL APPROPRIATION RESOLUTION OF THE BOGGY CREEK IMPROVEMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2019, submitted to the Board of Supervisors (“**Board**”) of the Boggy Creek Improvement District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Boggy Creek Improvement District for the Fiscal Year Ending September 30, 2020."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2019/2020, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is 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)	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 20th DAY OF AUGUST, 2019.

ATTEST:

**BOGGY CREEK IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Boggy Creek Improvement District
FY 2020 Adopted O&M Budget
Exhibit A

	FY 2019 Adopted Budget	FY 2020 Adopted Budget
<u>Revenues</u>		
Off-Roll Assessments	\$ 812,894.77	\$ 920,455.44
Other Income & Other Financing Sources	-	-
Net Revenues	\$ 812,894.77	\$ 920,455.44
<u>General & Administrative Expenses</u>		
Legislative		
Supervisor Fees	\$ 4,800.00	\$ 7,200.00
Financial & Administrative		
Public Officials' Liability Insurance	3,575.00	3,500.00
Trustee Services	2,000.00	2,700.00
Management	37,500.00	37,500.00
Engineering	10,000.00	10,000.00
Dissemination Agent	5,000.00	5,000.00
District Counsel	30,000.00	30,000.00
Assessment Administration	7,500.00	7,500.00
Reamortization Schedules	-	250.00
Audit	3,900.00	6,500.00
Arbitrage Calculation	1,200.00	1,200.00
Travel and Per Diem	500.00	350.00
Telephone	250.00	350.00
Postage & Shipping	300.00	500.00
Copies	2,500.00	2,500.00
Legal Advertising	3,000.00	6,000.00
Bank Fees	50.00	-
Miscellaneous	1,000.00	3,000.00
Property Taxes	-	500.00
Web Site Maintenance	1,250.00	2,700.00
Holiday Decorations	-	1,000.00
Dues, Licenses, and Fees	175.00	175.00
Total General & Administrative Expenses	\$ 114,500.00	\$ 128,425.00

Boggy Creek Improvement District
FY 2020 Adopted O&M Budget
Exhibit A

	FY 2019 Adopted Budget	FY 2020 Adopted Budget
<u>Field Operations Expenses</u>		
Electric Utility Services		
Electric	\$ 2,000.00	\$ 2,000.00
Entry Lighting	500.00	500.00
Water-Sewer Combination Services		
Water Reclaimed	35,000.00	45,000.00
Other Physical Environment		
General Insurance	4,050.00	4,050.00
Property & Casualty	100.00	3,500.00
Other Insurance	500.00	500.00
Irrigation	30,000.00	-
Irrigation Repairs	-	30,000.00
Landscaping Maintenance & Material	215,496.00	253,393.50
Other Landscape Maintenance	-	62,857.60
Landscape Improvements	47,504.00	55,000.00
Tree Trimming	40,000.00	40,000.00
Hurricane Cleanup	20,000.00	20,000.00
Contingency	30,000.00	20,000.00
Pest Control	-	-
Interchange Maintenance Expenses		
IME - Aquatics Maintenance	3,445.00	3,445.00
IME - Irrigation Repair	32,500.00	9,750.00
IME - Landscaping	79,673.10	78,717.60
IME - Lighting	20,000.00	20,000.00
IME - Miscellaneous	-	1,499.88
IME - Water Reclaimed	3,250.00	3,000.00
Road & Street Facilities		
Entry and Wall Maintenance	10,000.00	10,000.00
Streetlights	82,000.00	86,390.20
Parks & Recreation		
Personnel Leasing Agreement	20,000.00	20,000.00
Reserves		
Infrastructure Capital Reserve	20,166.67	20,166.67
Interchange Maintenance Reserve	2,360.00	2,360.00
Total Field Operations Expenses	\$ 698,544.77	\$ 792,130.44
 Total Expenses	 \$ 813,044.77	 \$ 920,555.44
 Income (Loss) from Operations	 \$ (150.00)	 \$ (100.00)
<u>Other Income (Expense)</u>		
Interest Income	\$ 150.00	\$ 100.00
Total Other Income (Expense)	\$ 150.00	\$ 100.00
 Net Income (Loss)	 \$ -	 \$ -

Boggy Creek Improvement District
FY 2020 Debt Service Budget
Series 2013 Special Assessment Bonds

	FY 2020 Adopted Budget
REVENUES:	
Special Assessments Series 2013	\$ 5,220,846.89
TOTAL REVENUES	<u>\$ 5,220,846.89</u>
EXPENDITURES:	
Series 2013 - Interest 11/01/2019	\$1,269,334.38
Series 2013 - Principal 05/01/2020	\$1,450,000.00
Series 2013 - Interest 05/01/2020	\$1,269,334.38
TOTAL EXPENDITURES	<u>\$ 3,988,668.76</u>
EXCESS REVENUES	<u>\$ 1,232,178.13</u>
Series 2013 - Interest 11/01/2020	\$ 1,232,178.13

BOGGY CREEK IMPROVEMENT DISTRICT

**Resolution 2019-08,
Imposing Special Assessments and Certifying
an Assessment Roll**

RESOLUTION 2019-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boggy Creek Improvement District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Orange County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budgets (“**Adopted Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”), attached hereto as **Exhibit “A;**” and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service for its Series 2013 Bonds and its Series 2018 Note, which the District desires to collect for Fiscal Year 2019/2020; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to directly collect the special assessments as identified in the Assessment Roll; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B,”** is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Direct Bill Assessments.** The operations and maintenance special assessments, and previously levied debt service special assessments for the Series 2013 Bonds, will be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** The operations and maintenance special assessments, and previously levied debt service special assessments for the Series 2013 Bonds directly collected by the District are due in full on December 1, 2019; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2019, 25% due no later than February 1, 2020 and 25% due no later than May 1, 2020. The previously levied debt service special assessments for the Series 2018 Note will be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** The previously levied debt service special assessments for the Series 2018 Note directly collected by the District shall be paid within thirty (30) days of receipt of a direct bill invoice from the District, which invoice shall be delivered to applicable landowners not later than October 1, 2019 and April 1, 2020, for the debt service payments due November 1, 2019, and May 1, 2020, respectively. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal

Year 2019/2020, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- B. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 20th day of August, 2019.

ATTEST:

**BOGGY CREEK IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

Boggy Creek Improvement District
FY 2020 Adopted O&M Budget
Exhibit A

	FY 2019 Adopted Budget	FY 2020 Adopted Budget
<u>Revenues</u>		
Off-Roll Assessments	\$ 812,894.77	\$ 920,455.44
Other Income & Other Financing Sources	-	-
Net Revenues	\$ 812,894.77	\$ 920,455.44
<u>General & Administrative Expenses</u>		
Legislative		
Supervisor Fees	\$ 4,800.00	\$ 7,200.00
Financial & Administrative		
Public Officials' Liability Insurance	3,575.00	3,500.00
Trustee Services	2,000.00	2,700.00
Management	37,500.00	37,500.00
Engineering	10,000.00	10,000.00
Dissemination Agent	5,000.00	5,000.00
District Counsel	30,000.00	30,000.00
Assessment Administration	7,500.00	7,500.00
Reamortization Schedules	-	250.00
Audit	3,900.00	6,500.00
Arbitrage Calculation	1,200.00	1,200.00
Travel and Per Diem	500.00	350.00
Telephone	250.00	350.00
Postage & Shipping	300.00	500.00
Copies	2,500.00	2,500.00
Legal Advertising	3,000.00	6,000.00
Bank Fees	50.00	-
Miscellaneous	1,000.00	3,000.00
Property Taxes	-	500.00
Web Site Maintenance	1,250.00	2,700.00
Holiday Decorations	-	1,000.00
Dues, Licenses, and Fees	175.00	175.00
Total General & Administrative Expenses	\$ 114,500.00	\$ 128,425.00

Boggy Creek Improvement District
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Electric	\$ 2,000.00	\$ 2,000.00
Entry Lighting	500.00	500.00
Water-Sewer Combination Services		
Water Reclaimed	35,000.00	45,000.00
Other Physical Environment		
General Insurance	4,050.00	4,050.00
Property & Casualty	100.00	3,500.00
Other Insurance	500.00	500.00
Irrigation	30,000.00	-
Irrigation Repairs	-	30,000.00
Landscaping Maintenance & Material	215,496.00	253,393.50
Other Landscape Maintenance	-	62,857.60
Landscape Improvements	47,504.00	55,000.00
Tree Trimming	40,000.00	40,000.00
Hurricane Cleanup	20,000.00	20,000.00
Contingency	30,000.00	20,000.00
Pest Control	-	-
Interchange Maintenance Expenses		
IME - Aquatics Maintenance	3,445.00	3,445.00
IME - Irrigation Repair	32,500.00	9,750.00
IME - Landscaping	79,673.10	78,717.60
IME - Lighting	20,000.00	20,000.00
IME - Miscellaneous	-	1,499.88
IME - Water Reclaimed	3,250.00	3,000.00
Road & Street Facilities		
Entry and Wall Maintenance	10,000.00	10,000.00
Streetlights	82,000.00	86,390.20
Parks & Recreation		
Personnel Leasing Agreement	20,000.00	20,000.00
Reserves		
Infrastructure Capital Reserve	20,166.67	20,166.67
Interchange Maintenance Reserve	2,360.00	2,360.00
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 Total Expenses	 \$ 813,044.77	 \$ 920,555.44
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 <u>Other Income (Expense)</u>		
Interest Income	\$ 150.00	\$ 100.00
Total Other Income (Expense)	\$ 150.00	\$ 100.00
 Net Income (Loss)	 \$ -	 \$ -

**Boggy Creek Improvement District
FY 2019-2020 Assessment Roll
EXHIBIT B**

Parcel ID	New Acreage	Owner	Owner's Mailing Address	Assmt. Method	Units	Unit Type	FY 19-20 Series 2013 Bond Assessment	FY 19-20 Bond Assessment	FY 19-20 O&M Assessment	Total FY 19-20 CDD Assessment
22-24-30-0000-00-006	185.22	Lake Nona Land Co., LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	Acreage	N/A	N/A	\$854,935.25	21.42%	\$152,651.52	\$1,007,587
27-24-30-0000-00-008 (new)	1.67	Central Florida Expressway Authority		Acreage	N/A	N/A	\$7,708.36	0.19%	\$1,376.35	\$9,085
25-24-30-0000-00-008	13.56	Lake Nona Land Co., LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	Acreage	N/A	N/A	\$62,590.01	1.57%	\$11,175.65	\$73,766
23-24-30-0000-00-009	12.82	Lake Nona Land Co., LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	Acreage	N/A	N/A	\$59,174.33	1.48%	\$10,565.77	\$69,740
23-24-30-4937-00-001	0.57	Lake Nona Land Co., LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	Acreage	N/A	N/A	\$2,631.00	0.07%	\$469.77	\$3,101
26-24-30-0000-00-014	317.48	Lake Nona Land Co., LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	Acreage	N/A	N/A	\$1,465,418.65	36.72%	\$261,655.35	\$1,727,074
26-24-30-4972-02-000 (new)	88.58	Lake Nona Land Co., LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	Acreage	N/A	N/A	\$408,866.02	10.25%	\$73,004.38	\$481,870
26-24-30-0000-00-010	0.84	Lake Nona Land Co., LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	Acreage	N/A	N/A	\$3,877.26	0.10%	\$692.30	\$4,570
25-24-30-0000-00-013	2.84	Lake Nona Land Co., LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	Acreage	N/A	N/A	\$13,108.82	0.33%	\$2,340.62	\$15,449
26-24-30-4932-02-000	11.4	Central Florida Health Services	PO Box 750, Nashville, TN 37202	Acreage	N/A	N/A	\$52,619.92	1.32%	\$9,395.46	\$62,015
26-24-30-0000-00-023	36.75	Lake Nona Research I, LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	Acreage	N/A	N/A	\$169,630.01	4.25%	\$30,288.00	\$199,918
26-24-30-0000-00-018	4.66	Lake Nona Land Co., LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	Acreage	N/A	N/A	\$21,509.55	0.54%	\$3,840.60	\$25,350
26-24-30-4980-01-000 (new)	0.00	Ln Pixon LLC		SPMP	104	Multi family	\$0.00	0.00%	\$0.00	\$0
26-24-30-0000-00-022	21.03	Lake Nona Land Co., LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	Acreage	N/A	N/A	\$97,069.91	2.43%	\$17,332.15	\$114,402
26-24-30-4961-01-000	12.17	Lake Nona Innovation Center I, LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	SPMP	92,210	Medical Research/Campus (Sq.Ft.)	\$79,898.78	2.00%	\$9,059.01	\$88,958
26-24-30-4956-01-001*	1.06	LN Towncenter I, LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	SPMP	204	Hotel (Rooms)	\$159,087.03	3.99%	\$18,037.50	\$177,125
26-24-30-4956-01-000*	3	LN Towncenter I, LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	SPMP	76,231	Office (Sq.Ft.)	\$79,263.81	1.99%	\$8,987.00	\$88,251
26-24-30-4956-01-000*		LN Towncenter I, LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	SPMP	9,333	Retail (Sq.Ft.)	\$12,130.39	0.30%	\$1,375.36	\$13,506
26-24-30-4956-01-000*		LN Towncenter I, LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	SPMP	6,700	Retail (Sq.Ft.)	\$8,708.20	0.22%	\$987.35	\$9,696
26-24-30-4956-01-000*		LN Towncenter I, LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	SPMP	7,000	Retail (Sq.Ft.)	\$9,098.11	0.23%	\$1,031.56	\$10,130
26-24-30-4972-01-000	20.7	LN Towncenter II, LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	Acreage	N/A	N/A	\$95,546.70	2.39%	\$17,060.18	\$112,607
26-24-30-4956-01-003	11.345	LNT Office II LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	Acreage	N/A	N/A	\$52,366.05	1.31%	\$9,350.13	\$61,716
26-24-30-4956-01-002		LNT Office II LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	Acreage	N/A	N/A	\$0.00	0.00%	\$0.00	\$0
30-24-26-4972-01-001	2.1	LNT Hotel II LLC	6900 Tavistock Lakes Blvd Ste 200 Orlando FL 32827-7591	Acreage	N/A	N/A	\$9,693.14	0.24%	\$1,730.74	\$11,424
23-24-30-0000-00-006	22.49	Landport Land Holding, Inc.	9350 Conroy Windermere Road, Windermere, FL 34786-8411	Acreage	N/A	N/A	\$103,808.95	2.60%	\$18,535.43	\$122,344
30-24-23-4973-000-10 (new)	1.29	Landport Land Holding, Inc.	9350 Conroy Windermere Road, Windermere, FL 34786-8411	Acreage	N/A	N/A	\$5,954.36	0.15%	\$1,063.17	\$7,018
30-24-23-4968-02-000 (new)	9.61	Landport Land Holding, Inc.	9350 Conroy Windermere Road, Windermere, FL 34786-8411	Acreage	N/A	N/A	\$44,357.67	1.11%	\$7,920.21	\$52,278
30-24-23-4973-00-001 (new)	0.21	Landport Land Holding, Inc.	9350 Conroy Windermere Road, Windermere, FL 34786-8411	Acreage	N/A	N/A	\$969.31	0.02%	\$173.07	\$1,142
30-24-23-4968-01-000 (new)	15	Landport Land Holding, Inc.	9350 Conroy Windermere Road, Windermere, FL 34786-8411	SPMP	61,102	Retail (Sq.Ft.)	\$79,416.14	1.99%	\$9,004.33	\$88,420
26-24-30-4932-02-001	25.23	University of Central Florida	12424 Research Parkway, Suite 300, Orlando, FL 32826-3271	Acreage	N/A	N/A	N/A	0.00%	\$20,793.64	\$20,794
26-24-30-8601-01-000	5.25	University of Florida Foundation, Inc.	1938 W. University Ave., Gainesville, FL 32603-1735	SPMP	105,482	Medical Research/Campus (Sq.Ft.)	N/A	0.00%	\$10,362.90	\$10,363
26-24-30-7650-02-000	22.51	UCF Real Estate Foundation, LLC	12424 Research Parkway, Suite 300, Orlando, FL 32826-3271	Acreage	N/A	N/A	N/A	0.00%	\$18,551.91	\$18,552
26-24-30-7650-01-000**	18.27	UCF Real Estate Foundation, LLC	12424 Research Parkway, Suite 300, Orlando, FL 32826-3271	Acreage	N/A	N/A	N/A	0.00%	\$15,057.46	\$15,057
26-24-30-7650-01-000**	9.22	UCF Real Estate Foundation, LLC	12424 Research Parkway, Suite 300, Orlando, FL 32826-3271	SPMP	369,000	Medical Research/Campus (Sq.Ft.)	N/A	0.00%	\$36,251.77	\$36,252
25-24-30-6052-01-000***	31.9	Nemours Foundation	10140 Centurion Parkway N, Jacksonville, FL 32256-0532	Acreage	N/A	N/A	N/A	0.00%	\$26,290.81	\$26,291
25-24-30-6052-01-000***	26.67	Nemours Foundation	10140 Centurion Parkway N, Jacksonville, FL 32256-0532	SPMP	631,219	Hospital & Medical Office (Sq.Ft.)	N/A	0.00%	\$93,019.90	\$93,020
25-24-30-6052-01-000***	1.43	Nemours Foundation	10140 Centurion Parkway N, Jacksonville, FL 32256-0532	SPMP	40	Hotel (Rooms)	\$31,193.54	0.78%	\$3,536.76	\$3,537
26-24-30-1445-01-000	12	University of Central Florida Real Estate Foundation LLC	12424 Research Parkway, Suite 300, Orlando, FL 32826-3271	SPMP	178,000	Medical Research/Campus (Sq.Ft.)	N/A	0.00%	\$17,487.30	\$17,487
Grand Total	948.88				1,536,625		\$3,990,631.26	100.00%	\$920,455.44	\$4,879,893

*The total acreage count for Parcel ID 26-24-30-4956-01-000 is 7.91. The split of these 7.91 acres among the three identified unit types planned for this parcel is estimated.

**An SPMP has been approved for this property that includes 18.45% of the property owner's entitlements as evidenced by recorded deed(s) and/or development agreement(s) between the property owner and the Developer. Thus, 18.45% of the acreage owned by this property owner will be considered developed and assessed based on the square footage outlined in an SPMP and the balance will be assessed on an acreage basis.

***This parcel has been split between the developed and undeveloped areas for purposes of assigning assessments. The developed portion will be assessed based on the development planned for this portion. The developed portion includes 631,219 square feet of hospital space and 40 hotel rooms. The undeveloped acreage will be assessed on an equal per-acre basis along with all other undeveloped lands within the District.

BOGGY CREEK IMPROVEMENT DISTRICT

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

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 June 1, 2019 through June 30, 2019. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2018-092	Hopping Green & Sams	\$540.50
2018-093	Vanasse Hangen Brustlin	\$8,290.28
2018-094	Jon M Hall Company	\$22,448.28
2018-095	Donald W. McIntosh Associates	\$7,614.85
2018-096	Vanasse Hangen Brustlin	\$560.00
2018-097	Orlando Sentinel	\$74.17
		\$39,528.08

EXHIBIT D

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

DATE:	May 31, 2019	REQUISITION NO:	2018-092
PAYEE:	Hopping Green & Sams	AMOUNT DUE:	\$540.50
ADDRESS:	119 S. Monroe Street, Ste. 300 PO Box 6526 Tallahassee, FL 32314	FUND:	Acquisition/Construction
ITEM:	Invoice 107534 for Project Construction Through 04/30/2019		

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

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

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

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

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

BOGGY CREEK IMPROVEMENT DISTRICT

BY

CHAIRMAN or VICE CHAIRMAN

Richard L. Levey

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:	May 31, 2019	REQUISITION NO:	2018-093
PAYEE:	Vanasse Hangen Brustlin	AMOUNT DUE:	\$8,290.28
ADDRESS:	101 Walnut Street PO Box 9151 Watertown, MA 02471	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">• Invoice 288930 for Project 63084.01 (Lake Nona Traffic Signal Modifications at Nemours Parkway) Through 05/18/2019 - \$679.68• Invoice 288932 for Project 63084.04 (Lake Nona Blvd at Helios Blvd. Traffic Signal Design) Through 05/18/2019 - \$7,610.60		

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

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

BOGGY CREEK IMPROVEMENT DISTRICT

BY:

Richard L. Levey
CHAIRMAN or VICE CHAIRMAN

Richard L. Levey

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:

Jeffrey S. Newton
DISTRICT ENGINEER

Jeffrey S. Newton, P.E.

RECEIVED JUN 12 2019

EXHIBIT D

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

DATE:	June 7, 2019	REQUISITION NO:	2018-094
PAYEE:	Jon M Hall Company	AMOUNT DUE:	\$22,448.28
ADDRESS:	1920 Boothe Circle, Suite 230 Longwood, FL 32750	FUND:	Acquisition/Construction
ITEM:	Pay Application #16 For Project 18007 (Lake Nona Nemours Pkwy West & Lift Station) Through 05/31/2019		

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

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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:

Richard L. Leroy
CHAIRMAN or VICE CHAIRMAN

Richard L. Leroy

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:

[Signature]
DISTRICT ENGINEER

6/12/19

Jeffrey J. Newton P.E.

RECEIVED JUN 13 2019

EXHIBIT D

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

DATE:	June 14, 2019	REQUISITION NO:	2018-095
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$7,614.85
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">• Invoice 36693 for Project 23218 (Lake Nona Boggy Creek) Through 05/17/2019 – \$3,352.50• Invoice 36695 for Project 16106 (Nemours Parkway Phase 7 Design and Permitting and Lift Station No. 7) Through 05/17/2019 – \$154.25• Invoice 36697 for Project 16193 (Lake Nona Town Center Parcel 22A Perimeter Road, Lift Station 10 and Forcemain) Through 05/17/2019 – \$2,723.67• Invoice 36700 for Project 17162 (Lake Nona Boulevard Signal Modifications) Through 05/17/2019 – \$659.63• Invoice 36702 for Project 18128 (Nemours Parkway Phase 7 – Construction Phase Services – BCID) Through 05/17/2019 – \$724.80		

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

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

BOGGY CREEK IMPROVEMENT DISTRICT

BY:

Richard Levey
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:

Jeffrey J. Newton
DISTRICT ENGINEER

RECEIVED JUL 02 2019

EXHIBIT D

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

DATE:	June 14, 2019	REQUISITION NO:	2018-096
PAYEE:	Vanasse Hangen Brustlin	AMOUNT DUE:	\$560.00
ADDRESS:	101 Walnut Street PO Box 9151 Watertown, MA 02471	FUND:	Acquisition/Construction
ITEM:	Invoice 277777 for Project 63084.01 (Lake Nona Traffic Signal Modifications at Nemours Parkway) Through 12/01/2018		

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:

Richard Hery
CHAIRMAN or VICE CHAIRMAN
Richard Hery

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:

Jeffrey J. Newton
DISTRICT ENGINEER

RECEIVED JUL 02 2019

EXHIBIT D

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

DATE:	June 21, 2019	REQUISITION NO:	2018-097
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$74.17
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice 6875475000 for Reference OSC6875475 (Ad #6290130) for Construction Legal Advertising Through 05/30/2019, Split Three Ways		

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

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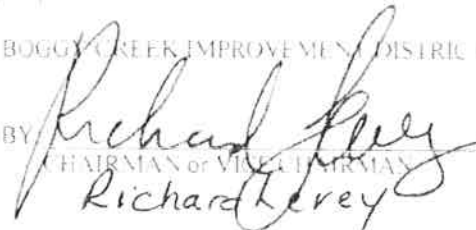
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BOGGY CREEK IMPROVEMENT DISTRICT

BY


CHAIRMAN or VICE CHAIRMAN
Richard Leroy

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

RECEIVED JUL 02 2019

EXHIBIT D

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

DATE:	June 21, 2019	REQUISITION NO:	2018-097
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$74.17
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice 6875475000 for Reference OSC6875475 (Ad #6290130) for Construction Legal Advertising Through 05/30/2019, Split Three Ways		

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: _____
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: _____

DISTRICT ENGINEER

Jeffrey J. Newton, P.E.
6/25/19

RECEIVED JUN 25 2019

BOGGY CREEK IMPROVEMENT DISTRICT

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

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 July 1, 2019 through July 31, 2019. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2018-098	Jon M Hall Company	\$4,212.00
2018-099	Traffic Control Devices	\$63,062.10
2018-100	Vanasse Hangen Brustlin	\$4,718.40
2018-101	Hopping Green & Sams	\$1,458.50
2018-102	Orlando Sentinel	\$74.17
		\$73,525.17

EXHIBIT D

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

DATE:	June 28, 2019	REQUISITION NO:	2018-098
PAYEE:	Jon M Hall Company	AMOUNT DUE:	\$4,212.00
ADDRESS:	1920 Boothe Circle, Suite 230 Longwood, FL 32750	FUND:	Acquisition/Construction

ITEM: Pay Application #17 For Project 18007 (Lake Nona Neighbors Park West & Lift Station)
Through 06/25/2019

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

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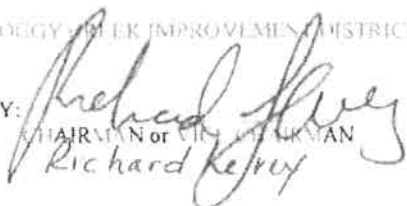
The undersigned hereby further certifies that such requisition contains no note representing payment or amount of any retained percentage, which the District is at the date of such certificate entitled to retain.

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
Richard Kelly

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:


DISTRICT ENGINEER Jeffrey J. Newton P.E.

RECEIVED JUL 11 2019

EXHIBIT D

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

DATE:	June 28, 2019	REQUISITION NO.:	2018-099
PAYEE:	Traffic Control Devices	AMOUNT DUE:	\$63,662.10
ADDRESS:	PO Box 150418 242 N. Westmonte Drive Altamonte Springs, FL 32715-0418	FUND:	Acquisition/Construction
ITEM:	Invoice 6281 for Pay Application #4 (Project 18006107 (Nemours Pkwy & Lake Nona Blvd)) Through 06/18/2019		

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

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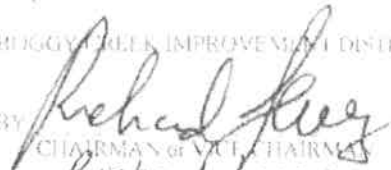
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Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BOGGY CREEK IMPROVEMENT DISTRICT

BY


Richard Leroy
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the application 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

 7/11/19
DISTRICT ENGINEER Jeffrey S. Newton P.E.

RECEIVED JUL 11 2019

EXHIBIT D

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

DATE:	June 28, 2019	REQUISITION NO.	2018-100
PAYEE:	Vanasse Hangen Brustlin	AMOUNT DUE.	\$4,718.40
ADDRESS:	101 Walnut Street PO Box 9151 Waretown, MA 02471	FUND:	Acquisition/Construction
ITEM:	Invoice 291371 for Project 63084 04 (Lake Nona Blvd at Helios Blvd, Traffic Signal Design) Through 06/15/2019		

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

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BOGGY CREEK IMPROVEMENT DISTRICT

BY:

Richard Greer
CHAIRMAN or VICE CHAIRMAN
Richard Greer

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:

Jeffrey J. Nauka 7/11/19
DISTRICT ENGINEER Jeffrey J. Nauka P.E.

RECEIVED JUL 11 2019

EXHIBIT D

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

DATE:	July 11, 2019	REQUISITION NO:	2018-101
PAYEE:	Hopping Green & Sams	AMOUNT DUE:	\$1,458.50
ADDRESS:	119 S. Monroe Street, Ste. 300 PO Box 6526 Tallahassee, FL 32314	FUND:	Acquisition/Construction
ITEM:	Invoice 108360 for Project Construction Through 05/31/2019		

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

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BOGGY CREEK IMPROVEMENT DISTRICT

BY:

CHAIRMAN or VICE CHAIRMAN

Richard L. Levey

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 E. Newton, P.E. 7/11/19

RECEIVED JUL 25 2019

EXHIBIT D

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

DATE:	July 19, 2019	REQUISITION NO:	2018-102
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$74.17
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice 7765278000 for Reference OSC7765278 (Ad #6353127) for Construction Legal Advertising Through 07/07/2019, Split Three Ways		

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

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BOGGY CREEK IMPROVEMENT DISTRICT

BY:

Richard L. Hervey
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:

7/22/19
DISTRICT ENGINEER Jeffrey S. Newton, P.E.

RECEIVED JUL 25 2019

BOGGY CREEK IMPROVEMENT DISTRICT

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

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 June 1, 2019 through June 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$62,306.79**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

7/4/19
8:43:29 AM

Boggy Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 6/1/2019 to 6/30/2019

Page: 1

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3394	06/05/19	P	BERCON	Berman Construction	\$3,000.00
3395	06/05/19	P	VALLEY	BrightView Landscape Services	\$1,386.00
3396	06/05/19	P	HGS	Hopping Green & Sams	\$3,516.88
3397	06/05/19	P	ORLSEN	Orlando Sentinel	\$200.00
3398	06/17/19	P	AWC	Aquatic Weed Control, Inc.	\$835.00
3399	06/17/19	P	VALLEY	BrightView Landscape Services	\$18,276.00
3400	06/17/19	P	CAROL	Carol King Landscape Maint.	\$20,656.50
3401	06/17/19	P	DONMC	Donald W. McIntosh Associates	\$642.50
3402	06/17/19	P	ONETIM	Lake Nona Land Company	\$8,240.02
3403	06/17/19	P	MLM	Michael's Lighting & Electric	\$81.25
3404	06/17/19	P	PFMGC	PFM Group Consulting	\$3,125.00
3405	06/17/19	P	VENTUR	VenturesIn.com	\$105.00
3406	06/27/19	P	FISH	Fishkind & Associates, Inc.	\$22.55
3407	06/27/19	P	HISAAC	Heather Isaacs	\$200.00
3408	06/27/19	P	RLEVEY	Richard Levey	\$200.00
BANK SUN REGISTER TOTAL:					\$60,486.70
GRAND TOTAL :					\$60,486.70

Reimb. to Tavistock


Reimb.
OVC

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #401

5/31/2019

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction Interchange Stone & Monument Sign Pressure Washing	4852	\$ 3,000.00
2	BrightView Landscape Services Valve Replacement on East Side of Veterans Parkway Controller Repairs	6350668 6350672	\$ 380.00 \$ 1,006.00
3	Hopping Green & Sams General Counsel Through 04/30/2019	107533	\$ 3,516.88
4	Orlando Sentinel Legal Advertising on 05/14/2019 (Ad: 6247079)	006510088000	\$ 200.00
TOTAL			\$ 8,102.88



Secretary/Assistant Secretary

Chairperson


6/5/19

RECEIVED JUN 03 2019

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #402

6/7/2019

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control June Waterway Service	36870	\$ 835.00
2	BrightView Landscape Services June Landscape Maintenance	6344996	\$ 17,958.00
3	Carol King Landscape Maintenance May Interchange Landscape Maintenance Interchange Irrigation Services	166095 166464	\$ 20,429.00 \$ 227.50
4	Michael's Lighting & Electric Night Lighting Check on 05/31/2019	9238	\$ 81.25
5	OUC <i>pd online 6/16/19</i> Acct: 2562183178 ; Service 05/02/2019 - 06/03/2019	--	\$ 10,060.11
6	VenturesIn.com June Application Hosting	44565	\$ 105.00

TOTAL \$ 49,695.86


Secretary/Assistant Secretary

Chairperson

See 6/10/19

RECEIVED JUN 10 2019

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #403

6/14/2019

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	Lateral Line Repair	6358519	\$ 266.00
	Controller #28 Repair	6358521	\$ 52.00
2	Donald W McIntosh Associates		
	Engineering Services Through 05/17/2019	36692	\$ 642.50
3	PFM Group Consulting		
	DM Fee: June 2019	DM-06-2019-0008	\$ 3,125.00
TOTAL			\$ 4,085.50


Secretary/Assistant Secretary

Chairperson


6/15/19

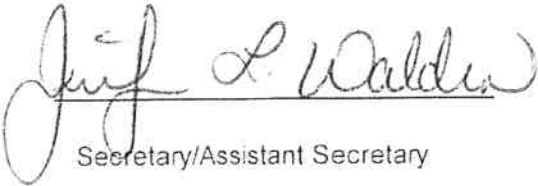
RECEIVED JUN 15 2019

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #404

6/21/2019

Item No.	Payee	Invoice Number	General Fund
1	Fishkind & Associates Conference Call Reimbursables	24516	\$ 22.55
2	Supervisor Fees - 06/18/2019 Meeting Richard Levey	--	\$ 200.00
	Heather Isaacs	--	\$ 200.00
TOTAL			\$ 422.55


Secretary/Assistant Secretary

Chairperson

RECEIVED JUN 27 2019



BOGGY CREEK IMPROVEMENT DISTRICT

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

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

The total items being presented: **\$81,872.10**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

8/7/19
10:15:54 AM

Boggy Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 7/1/2019 to 7/31/2019

Page: 1

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3409	07/10/19	P	VALLEY	BrightView Landscape Services	\$2,780.50
3410	07/16/19	P	AWC	Aquatic Weed Control, Inc.	\$835.00
3411	07/16/19	P	BERCON	Berman Construction	\$572.66
3412	07/16/19	P	VALLEY	BrightView Landscape Services	\$17,958.00
3413	07/16/19	P	CAROL	Carol King Landscape Maint.	\$20,545.50
3414	07/16/19	P	HTFL	Hathaway's Tree Farm & Landsca	\$640.00
3415	07/16/19	P	HGS	Hopping Green & Sams	\$2,931.11
3416	07/16/19	P	MLM	Michael's Lighting & Electric	\$81.25
3417	07/16/19	P	ORLSEN	Orlando Sentinel	\$200.00
3418	07/16/19	P	VENTUR	VenturesIn.com	\$105.00
3419	07/26/19	P	CAROL	Carol King Landscape Maint.	\$20,429.00
3420	07/31/19	P	BERCON	Berman Construction	\$311.92
3421	07/31/19	P	PFMGC	PFM Group Consulting	\$3,125.00
3422	07/31/19	P	USBANK	U.S. Bank	\$2,963.13
BANK SUN REGISTER TOTAL:					\$73,478.07
GRAND TOTAL :					\$73,478.07

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BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #405

6/28/2019

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	Controller #30 Repairs	6371603	\$ 380.50
	Controller #28 Repairs	6371604	\$ 450.00
	Controller #29 Repairs	6371605	\$ 416.00
	Controller #27 Repairs	6371613	\$ 921.00
	Controller #14 Repairs	6371614	\$ 313.00
	Controller #27 Troubleshooting	6371615	\$ 300.00
TOTAL			\$ 2,780.50


Secretary/Assistant Secretary

Chairperson

 6/29/19

RECEIVED JUN 28 2019

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #406

7/11/2019

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control July Waterway Service	37766	\$ 835.00
2	Berman Construction Bollard Replacement & Painting	5225	\$ 572.66
3	BrightView Landscape Services July Landscape Maintenance	6392883	\$ 17,958.00
4	Carol King Landscape Maintenance June Interchange Landscape Maintenance Interchange Irrigation Services	166523 166912	\$ 20,429.00 \$ 116.50
5	Hathaway's Tree Farm & Landscaping Tree Installation & Staking	8686	\$ 640.00
6	Hopping Green & Sams General Counsel Through 05/31/2019	108359	\$ 2,931.11
7	Michael's Lighting & Electric Night Lighting Check	10098	\$ 81.25
8	Orlando Sentinel Legal Advertising on 06/18/2019 (Ad: 6316343)	7205949000	\$ 200.00
9	OUC <i>pd online 7/15/19</i> Acct: 2562183178 ; Service 06/03/2019 - 07/02/2019	--	\$ 8,394.03
10	VenturesIn.com July Application Hosting	44625	\$ 105.00

TOTAL \$ 52,262.55


Secretary/Assistant Secretary

Chairperson

RECEIVED JUL 11 2019

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #407

7/19/2019

Item No.	Payee	Invoice Number	General Fund
1	Carol King Landscape Maintenance July Interchange Landscape Maintenance	166938	\$ 20,429.00
TOTAL			\$ 20,429.00



Secretary/Assistant Secretary

Chairperson




RECEIVED JUL 20 2019

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #408-R

7/26/2019

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction Fence Repair at 417 Off Ramp	5297	\$ 311.92
2	PFM Group Consulting DM Fee: July 2019	DM-07-2019-0008	\$ 3,125.00
3	US Bank FY 19 Trustee Fees 05/01/2019 - 09/30/2019 FY 20 Trustee Fees 10/01/2019 - 04/30/2020	5373276 5373276	\$ 1,234.64 \$ 1,728.49
TOTAL			\$ 6,400.05



Secretary/Assistant Secretary

Chairperson



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 7/31/2019

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Revenues</u>					
Off-Roll Assessments	\$804,654.76				\$804,654.76
Other Income & Other Financing Sources	367.61				367.61
Inter-Fund Transfers In	556.17				556.17
Other Assessments		\$3,989,060.64			3,989,060.64
Other Income & Other Financing Sources		630,503.91			630,503.91
Inter-Fund Group Transfers In		20,209.75			20,209.75
Other Income & Other Financing Sources			\$4,923,117.69		4,923,117.69
Inter-Fund Transfers In			(20,765.92)		(20,765.92)
Total Revenues	<u>\$805,578.54</u>	<u>\$4,639,774.30</u>	<u>\$4,902,351.77</u>	<u>\$0.00</u>	<u>\$10,347,704.61</u>
<u>Expenses</u>					
Supervisor Fees	\$3,800.00				\$3,800.00
Public Officials' Liability Insurance	3,250.00				3,250.00
Trustee Services	2,805.99				2,805.99
Management	31,250.00				31,250.00
Engineering	7,465.50				7,465.50
Dissemination Agent	5,000.00				5,000.00
District Counsel	17,346.98				17,346.98
Audit	5,923.00				5,923.00
Travel and Per Diem	65.74				65.74
Telephone	108.46				108.46
Postage & Shipping	96.50				96.50
Copies	622.50				622.50
Legal Advertising	6,061.51				6,061.51
Miscellaneous	1,916.61				1,916.61
Property Taxes	339.11				339.11
Web Site Maintenance	1,050.00				1,050.00
Holiday Decorations	802.00				802.00
Dues, Licenses, and Fees	175.00				175.00
Electric	2,487.79				2,487.79
Water Reclaimed	29,866.58				29,866.58
General Insurance	3,687.00				3,687.00
Property & Casualty	3,322.00				3,322.00
Irrigation	42,411.95				42,411.95
Landscaping Maintenance & Material	176,703.48				176,703.48
Landscape Improvements	18,733.46				18,733.46
Flower & Plant Replacement	99,924.55				99,924.55
Contingency	1,300.00				1,300.00
IME - Aquatics Maintenance	2,713.71				2,713.71
IME - Irrigation	2,854.98				2,854.98
IME - Landscaping	67,728.66				67,728.66
IME - Lighting	1,915.79				1,915.79
IME - Miscellaneous	2,553.82				2,553.82
IME - Water Reclaimed	729.03				729.03
Pest Control	1,510.00				1,510.00
Entry and Wall Maintenance	6,622.66				6,622.66
Streetlights	44,006.58				44,006.58
Principal Payment		\$1,380,000.00			1,380,000.00
Interest Payments		2,829,736.85			2,829,736.85
Engineering			\$114,803.24		114,803.24
District Counsel			5,124.50		5,124.50
Legal Advertising			1,162.34		1,162.34
Contingency			4,267,060.04		4,267,060.04
Total Expenses	<u>\$597,150.94</u>	<u>\$4,209,736.85</u>	<u>\$4,388,150.12</u>	<u>\$0.00</u>	<u>\$9,195,037.91</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$170.45				\$170.45
Interest Income		\$10,465.65			10,465.65
Interest Income			\$73.33		73.33
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$170.45</u>	<u>\$10,465.65</u>	<u>\$73.33</u>	<u>\$0.00</u>	<u>\$10,709.43</u>
Change In Net Assets	\$208,598.05	\$440,503.10	\$514,274.98	\$0.00	\$1,163,376.13
Net Assets At Beginning Of Year	<u>(\$47,670.80)</u>	<u>\$4,360,066.32</u>	<u>(\$1,323,332.79)</u>	<u>\$0.00</u>	<u>\$2,989,062.73</u>
Net Assets At End Of Year	<u>\$160,927.25</u>	<u>\$4,800,569.42</u>	<u>(\$809,057.81)</u>	<u>\$0.00</u>	<u>\$4,152,438.86</u>

Boggy Creek Improvement District
Statement of Financial Position
As of 7/31/2019

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$124,647.30				\$124,647.30
State Board of Administration	1,278.19				1,278.19
Due From Other Governmental Units	28,722.55				28,722.55
Prepaid Expenses	1,728.49				1,728.49
Deposits	4,550.00				4,550.00
Infrastructure Capital Reserve	0.62				0.62
Interchange Maintenance Reserve	0.10				0.10
Debt Service Reserve Series 2013		\$3,954,031.25			3,954,031.25
Debt Service Reserve Series 2018		845,889.51			845,889.51
Revenue Series 2013		132.53			132.53
Interest Series 2018		516.13			516.13
General Checking Account			\$13,127.03		13,127.03
Acquisition/Construction Series 2013			13,940.77		13,940.77
Acquisition/Construction Series 2018			25,768.81		25,768.81
Total Current Assets	\$160,927.25	\$4,800,569.42	\$52,836.61	\$0.00	\$5,014,333.28
<u>Investments</u>					
Amount Available in Debt Service Funds				\$4,800,569.42	\$4,800,569.42
Amount To Be Provided				69,734,430.58	69,734,430.58
Total Investments	\$0.00	\$0.00	\$0.00	\$74,535,000.00	\$74,535,000.00
Total Assets	\$160,927.25	\$4,800,569.42	\$52,836.61	\$74,535,000.00	\$79,549,333.28
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Retainage Payable			\$861,894.42		\$861,894.42
Total Current Liabilities	\$0.00	\$0.00	\$861,894.42	\$0.00	\$861,894.42
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$74,535,000.00	\$74,535,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$74,535,000.00	\$74,535,000.00
Total Liabilities	\$0.00	\$0.00	\$861,894.42	\$74,535,000.00	\$75,396,894.42
<u>Net Assets</u>					
Net Assets, Unrestricted	\$70,114.13				\$70,114.13
Current Year Net Assets, Unrestricted	556.17				556.17
Net Assets - General Government	(117,784.93)				(117,784.93)
Current Year Net Assets - General Government	208,041.88				208,041.88
Net Assets, Unrestricted		(\$3,713,967.71)			(3,713,967.71)
Current Year Net Assets, Unrestricted		440,503.10			440,503.10
Net Assets - General Government		8,074,034.03			8,074,034.03
Net Assets, Unrestricted			(\$22,384,631.35)		(22,384,631.35)
Net Assets, Unrestricted			(5,635,677.60)		(5,635,677.60)
Current Year Net Assets, Unrestricted			514,274.98		514,274.98
Net Assets - General Government			26,696,976.16		26,696,976.16
Total Net Assets	\$160,927.25	\$4,800,569.42	(\$809,057.81)	\$0.00	\$4,152,438.86
Total Liabilities and Net Assets	\$160,927.25	\$4,800,569.42	\$52,836.61	\$74,535,000.00	\$79,549,333.28

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 07/31/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Revenues</u>				
Off-Roll Assessments	\$ 804,654.76	\$ 677,412.31	\$ 127,242.45	\$ 812,894.77
Other Income & Other Financing Sources	367.61	-	367.61	-
Net Revenues	\$ 805,022.37	\$ 677,412.31	\$ 127,610.06	\$ 812,894.77
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 3,800.00	\$ 4,000.00	\$ (200.00)	\$ 4,800.00
Financial & Administrative				
Public Officials' Liability Insurance	3,250.00	2,979.17	270.83	3,575.00
Trustee Services	2,805.99	1,666.67	1,139.32	2,000.00
Management	31,250.00	31,250.00	-	37,500.00
Engineering	7,465.50	8,333.33	(867.83)	10,000.00
Dissemination Agent	5,000.00	4,166.67	833.33	5,000.00
District Counsel	17,346.98	25,000.00	(7,653.02)	30,000.00
Assessment Administration	-	6,250.00	(6,250.00)	7,500.00
Audit	5,923.00	3,250.00	2,673.00	3,900.00
Arbitrage Calculation	-	1,000.00	(1,000.00)	1,200.00
Travel and Per Diem	65.74	416.67	(350.93)	500.00
Telephone	108.46	208.33	(99.87)	250.00
Postage & Shipping	96.50	250.00	(153.50)	300.00
Copies	622.50	2,083.33	(1,460.83)	2,500.00
Legal Advertising	6,061.51	2,500.00	3,561.51	3,000.00
Bank Fees	-	41.67	(41.67)	50.00
Miscellaneous	1,916.61	833.33	1,083.28	1,000.00
Property Taxes	339.11	-	339.11	-
Web Site Maintenance	1,050.00	1,041.67	8.33	1,250.00
Holiday Decorations	802.00	-	802.00	-
Dues, Licenses, and Fees	175.00	145.83	29.17	175.00
Total General & Administrative Expenses	\$ 88,078.90	\$ 95,416.67	\$ (7,337.77)	\$ 114,500.00

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 07/31/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Field Operations Expenses</u>				
Electric Utility Services				
Electric	\$ 2,487.79	\$ 1,666.67	\$ 821.12	\$ 2,000.00
Entry Lighting	-	416.67	(416.67)	500.00
Water-Sewer Combination Services				
Water Reclaimed	29,866.58	29,166.67	699.91	35,000.00
Other Physical Environment				
General Insurance	3,687.00	3,375.00	312.00	4,050.00
Property & Casualty	3,322.00	83.33	3,238.67	100.00
Other Insurance	-	416.67	(416.67)	500.00
Irrigation	42,411.95	25,000.00	17,411.95	30,000.00
Landscaping Maintenance & Material	176,703.48	179,580.00	(2,876.52)	215,496.00
Landscape Improvements	18,733.46	39,586.67	(20,853.21)	47,504.00
Flower & Plant Replacement	99,924.55	33,333.33	66,591.22	40,000.00
Hurricane Cleanup	-	16,666.67	(16,666.67)	20,000.00
Contingency	1,300.00	25,000.00	(23,700.00)	30,000.00
Pest Control	1,510.00	-	1,510.00	-
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	2,713.71	2,870.83	(157.12)	3,445.00
IME - Irrigation	2,854.98	27,083.33	(24,228.35)	32,500.00
IME - Landscaping	67,728.66	66,394.25	1,334.41	79,673.10
IME - Lighting	1,915.79	16,666.67	(14,750.88)	20,000.00
IME - Miscellaneous	2,553.82	-	2,553.82	-
IME - Water Reclaimed	729.03	2,708.33	(1,979.30)	3,250.00
Road & Street Facilities				
Entry and Wall Maintenance	6,622.66	8,333.33	(1,710.67)	10,000.00
Streetlights	44,006.58	68,333.33	(24,326.75)	82,000.00
Parks & Recreation				
Personnel Leasing Agreement	-	16,666.67	(16,666.67)	20,000.00
Reserves				
Infrastructure Capital Reserve	-	16,805.56	(16,805.56)	20,166.67
Interchange Maintenance Reserve	-	1,966.67	(1,966.67)	2,360.00
Total Field Operations Expenses	\$ 509,072.04	\$ 582,120.64	\$ (73,048.60)	\$ 698,544.77
 Total Expenses	 \$ 597,150.94	 \$ 677,537.31	 \$ (80,386.37)	 \$ 813,044.77
 Income (Loss) from Operations	 \$ 207,871.43	 \$ (125.00)	 \$ 207,996.43	 \$ (150.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 170.45	\$ 125.00	\$ 45.45	\$ 150.00
Total Other Income (Expense)	\$ 170.45	\$ 125.00	\$ 45.45	\$ 150.00
 Net Income (Loss)	 \$ 208,041.88	 \$ -	 \$ 208,041.88	 \$ -

Boggy Creek Improvement District

Budget to Actual
For the Month Ending 07/31/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	YTD Actual
Revenues											
Off-Roll Assessments	\$ 406,447.46	\$ -	\$ -	\$ 47,014.01	\$ 142,033.91	\$ -	\$ 19,931.60	\$ 197,467.80	\$ (8,240.02)	\$ -	\$ 804,654.76
Other Income & Other Financing Sources	-	-	-	-	367.61	-	-	-	-	-	367.61
Net Revenues	\$ 406,447.46	\$ -	\$ -	\$ 47,014.01	\$ 142,401.52	\$ -	\$ 19,931.60	\$ 197,467.80	\$ (8,240.02)	\$ -	\$ 805,022.37
General & Administrative Expenses											
Legislative											
Supervisor Fees	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 600.00	\$ 400.00	\$ -	\$ 3,800.00
Financial & Administrative											
Public Officials' Liability Insurance	3,250.00	-	-	-	-	-	-	-	-	-	3,250.00
Trustee Services	1,571.35	-	-	-	-	-	-	-	-	1,234.64	2,805.99
Management	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	31,250.00
Engineering	-	806.00	887.00	648.50	633.50	560.50	801.00	2,486.50	642.50	-	7,465.50
Dissemination Agent	-	-	-	-	1,250.00	-	-	3,750.00	-	-	5,000.00
District Counsel	-	-	1,449.10	1,789.00	2,165.77	2,008.64	1,545.48	5,457.88	-	2,931.11	17,346.98
Assessment Administration	7,500.00	-	-	-	-	-	-	(7,500.00)	-	-	-
Audit	-	-	-	-	3,023.00	2,900.00	-	-	-	-	5,923.00
Arbitrage Calculation	-	-	-	-	-	-	-	-	-	-	-
Travel and Per Diem	-	9.31	18.33	9.22	14.44	4.64	-	9.80	-	-	65.74
Telephone	-	-	6.49	28.82	-	-	34.76	15.84	22.55	-	108.46
Postage & Shipping	-	13.06	20.63	34.77	-	28.04	-	-	-	-	96.50
Copies	-	88.50	180.00	93.00	168.00	93.00	-	-	-	-	622.50
Legal Advertising	1,253.86	978.86	-	196.25	196.25	392.50	2,643.79	200.00	-	200.00	6,061.51
Bank Fees	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	1,672.95	(1.35)	-	-	-	-	182.85	31.08	31.08	1,916.61
Property Taxes	-	339.11	-	-	-	-	-	-	-	-	339.11
Web Site Maintenance	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	1,050.00
Holiday Decorations	-	-	802.00	-	-	-	-	-	-	-	802.00
Dues, Licenses, and Fees	175.00	-	-	-	-	-	-	-	-	-	175.00
Total General & Administrative Expenses	\$ 17,380.21	\$ 7,537.79	\$ 6,992.20	\$ 6,429.56	\$ 11,080.96	\$ 9,617.32	\$ 8,655.03	\$ 8,432.87	\$ 4,326.13	\$ 7,626.83	\$ 88,078.90

Boggy Creek Improvement District

Budget to Actual
For the Month Ending 07/31/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	YTD Actual
Field Operations											
Electric Utility Services											
Electric	\$ -	\$ 196.70	\$ 200.67	\$ 197.53	\$ 197.85	\$ 193.83	\$ 199.41	\$ 742.59	\$ 286.88	\$ 272.33	\$ 2,487.79
Entry Lighting	-	-	-	-	-	-	-	-	-	-	-
Water-Sewer Combination Services											
Water Reclaimed	-	4,295.18	3,679.25	1,960.29	2,712.27	2,263.81	2,351.10	4,987.11	4,528.95	3,088.62	29,866.58
Other Physical Environment											
General Insurance	3,687.00	-	-	-	-	-	-	-	-	-	3,687.00
Property & Casualty Insurance	49.00	3,273.00	-	-	-	-	-	-	-	-	3,322.00
Other Insurance	-	-	-	-	-	-	-	-	-	-	-
Irrigation	1,869.00	3,361.50	1,834.46	3,577.50	1,460.00	1,013.34	4,122.70	22,074.95	3,098.50	-	42,411.95
Landscaping Maintenance & Material	17,958.00	17,958.00	17,958.00	17,958.00	17,958.00	17,958.00	17,918.51	15,199.95	17,918.51	17,918.51	176,703.48
Landscape Improvements	-	1,950.00	-	-	-	-	-	16,143.46	-	640.00	18,733.46
Tree Trimming	-	14,865.20	4,400.45	3,550.00	11,899.60	13,943.00	42,798.00	8,468.30	-	-	99,924.55
Hurricane Cleanup	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	1,500.00	50.00	-	-	(250.00)	-	-	1,300.00
Pest Control	-	-	-	-	-	-	-	1,510.00	-	-	1,510.00
Interchange Maintenance Expenses											
IME - Aquatics Maintenance	-	542.75	271.37	271.37	271.37	271.37	271.37	271.37	271.37	271.37	2,713.71
IME - Irrigation	-	-	9.75	534.04	303.47	-	1,895.92	-	73.94	37.86	2,854.98
IME - Landscaping	6,639.42	6,639.42	6,639.42	6,639.42	6,639.42	7,973.87	-	6,639.42	6,639.42	13,278.85	67,728.66
IME - Lighting	88.72	236.94	181.21	95.38	682.74	369.61	71.76	62.88	65.07	61.48	1,915.79
IME - Miscellaneous	-	-	1,142.70	235.62	-	-	-	1,074.12	-	101.38	2,553.82
IME - Water Reclaimed	-	86.11	128.28	83.87	100.01	28.25	75.80	80.50	86.79	59.42	729.03
Road & Street Facilities											
Entry and Wall Maintenance	-	-	1,050.00	-	-	-	-	5,000.00	-	572.66	6,622.66
Streetlights	-	4,791.66	5,124.66	5,127.18	4,827.18	4,827.18	4,827.18	4,827.18	4,827.18	4,827.18	44,006.58
Parks & Recreation											
Personnel Leasing Agreement	-	-	-	-	-	-	-	-	-	-	-
Reserves											
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-	-	-	-
Total Field Operations Expenses	\$ 30,291.14	\$ 58,196.46	\$ 42,620.22	\$ 41,730.20	\$ 47,101.91	\$ 48,842.26	\$ 74,531.75	\$ 86,831.83	\$ 37,796.61	\$ 41,129.66	\$ 509,072.04
Total Expenses	\$ 47,671.35	\$ 65,734.25	\$ 49,612.42	\$ 48,159.76	\$ 58,182.87	\$ 58,459.58	\$ 83,186.78	\$ 95,264.70	\$ 42,122.74	\$ 48,756.49	\$ 597,150.94
Income (Loss) from Operations	\$ 358,776.11	\$ (65,734.25)	\$ (49,612.42)	\$ (1,145.75)	\$ 84,218.65	\$ (58,459.58)	\$ (63,255.18)	\$ 102,203.10	\$ (50,362.76)	\$ (48,756.49)	\$ 207,871.43
Other Income (Expense)											
Interest Income	\$ 0.90	\$ 8.83	\$ 6.13	\$ 2.44	\$ 5.26	\$ 5.74	\$ 5.56	\$ 9.13	\$ 2.67	\$ 123.79	\$ 170.45
Total Other Income (Expense)	\$ 0.90	\$ 8.83	\$ 6.13	\$ 2.44	\$ 5.26	\$ 5.74	\$ 5.56	\$ 9.13	\$ 2.67	\$ 123.79	\$ 170.45
Net Income (Loss)	\$ 358,777.01	\$ (65,725.42)	\$ (49,606.29)	\$ (1,143.31)	\$ 84,223.91	\$ (58,453.84)	\$ (63,249.62)	\$ 102,212.23	\$ (50,360.09)	\$ (48,632.70)	\$ 208,041.88

Boggy Creek Improvement District
FY 2019
Cash Flow Analysis

	Beg. Cash	FY18 Inflows	FY18 Outflows	FY19 Inflows	FY19 Outflows	End. Cash
10/1/2018	78,082.40	14,418.01	(29,702.34)	304,920.95	(58,290.28)	309,428.74
11/1/2018	309,428.74	-	(873.50)	8,476.75	(12,010.78)	305,021.21
12/1/2018	305,021.21	2,650.71	(10,720.60)	22,112.34	(111,656.27)	207,407.39
1/1/2019	207,407.39	-	-	64,405.97	(82,263.20)	189,550.16
2/1/2019	189,550.16	-	-	158,727.97	(83,538.65)	264,739.48
3/1/2019	264,739.48	-	-	17,337.39	(76,939.42)	205,137.45
4/1/2019	205,137.45	-	-	41,746.34	(82,975.53)	163,908.26
5/1/2019	163,908.26	-	-	205,037.23	(123,667.47)	245,278.02
6/1/2019	245,278.02	-	-	16,924.06	(70,546.81)	191,655.27
7/1/2019	191,655.27	-	-	14,864.13	(81,872.10)	124,647.30
8/1/2019	124,647.30			-	-	124,647.30 as of 08/07/2019
FY 19 Totals		17,068.72	(41,296.44)	854,553.13	(783,760.51)	

As of 08/07/2019

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

	Amount
Series 2018 Bond Issue	
Original Construction Fund - Not To Exceed	\$ 25,000,000.00
Additions (Interest, Transfers from DSR, etc.)	37,395.11
Cumulative Draws Through Prior Month	(9,125,415.38)
	=====
Construction Funds Available	\$ 15,911,979.73
Requisitions This Month	
	=====
Total Requisitions This Month	\$ -
	=====
Construction Funds Remaining	\$ 15,911,979.73
Committed Funding	
Lake Nona Nemours Parkway West and Lift Station No. 10 – Jon M. Hall Company	\$ (952,429.29)
Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way – Traffic Control De	(40,025.00)
Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way – Jon M. Hall Comp	(132,054.00)
Nemours Parkway & Lake Nona Boulevard - Traffic Control Devices	(18,251.28)
Lake Nona Medical City Drive Phase 2 – Bids Due April 6, 2018	-
	=====
Total Committed Funding	\$ (1,142,759.57)
	=====
Net Uncommitted	14,769,220.16