

# **Boggy Creek Improvement District**

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

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

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The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at **3:30 p.m. on Tuesday, March 19, 2019 at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

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

Phone: 1-866-398-2885

Participant Code: 275521

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

### **Organizational Matters**

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

### **Business Matters**

2. **Consideration of RFP for District Landscaping & Common Area Maintenance**
3. **Consideration of Recommendation of Construction Committee for Traffic Signalization Improvements at the Intersection of Helios Boulevard and Lake Nona Boulevard**
4. **Consideration of Master Lighting Installation Upgrade and Service Agreement – Nemours Parkway Phase 7**
5. **Ratification of Requisition Nos. 2018-58 – 70 Approved in February 2019 in an amount totaling \$1,507,491.00**
6. **Ratification of Operation and Maintenance Expenditures Paid in February 2019 in an amount totaling \$83,538.65**
7. **Recommendation of Work Authorizations/Proposed Services (*if applicable*)**
8. **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 February 19, 2019  
Board of Supervisors' Meeting**

**BOGGY CREEK IMPROVEMENT DISTRICT  
BOARD OF SUPERVISORS' MEETING MINUTES**

**FIRST ORDER OF BUSINESS**

The Board of Supervisors' Meeting for the Boggy Creek Improvement District was called to order on Tuesday, February 19, 2019 at 3:30 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827. Members listed below constituted a quorum.

Richard Levey  
Thad Czapka  
Heather Isaacs  
Scott Gasaway

Chair  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

Also, attending:

Lynne Mullins  
Kevin Plenzler  
Tucker Mackie  
Jeff Newton  
Larry Kaufmann  
Troy Davidson

Fishkind & Associates, Inc.  
Fishkind & Associates, Inc.  
Hopping Green & Sams  
Donald W. McIntosh Associates  
Construction Supervisor  
Construction Committee

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

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

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of  
the January 15, 2019 Board  
of Supervisors' Meeting**

Board Members reviewed the minutes from the January 15, 2019 Board of Supervisors' Meeting.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the January 15, 2019 Board of Supervisors' Meeting.

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

#### **Consideration of Resolution 2019-04, Canvassing and Certifying Results of the 2018 Landowners' Election Meeting**

Ms. Mullins explained that this resolution certifies the results of the election and notes that Mr. Gasaway received 653 votes for Seat 3. Mr. Ventura received 653 votes for Seat 4, and Mr. Czapka received 652 votes for Seat 5.

Mr. Gasaway and Mr. Ventura will each serve 4-year terms and Mr. Czapka will serve a 2-year term.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2019-04, Canvassing and Certifying Results of the 2018 Landowners' Election Meeting.

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

#### **Consideration of Recommendation from Construction Committee for Extension of Prequalification of Contractors**

Mr. Kaufmann explained that there are currently eleven contractors approved on the prequalified list of contractors. The District compiled the list two years ago by doing an RFQ for a new group of contractors. At this point the District has the ability to extend the contractor prequalification period by another two years, begin the RFQ process anew, or no longer pre-qualify contractors. The Construction Committee reviewed the current list and they believe it is appropriate that the Board approve an extension of that list for another two years.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the recommendation from the Construction Committee for Extension of Prequalification of Contractors.

## **SEVENTH ORDER OF BUSINESS**

### **Consideration of OUC Utility Electric Easement - Lake Nona Central**

Mr. Newton explained that this easement is related to some electric lines that are within the District owned property around the Northeast interchange pond. They were running through District property without the benefit of an easement. This is a cleanup item to give OUC an easement over the existing electric lines. Mr. Kaufmann stated the Construction Committee considered it important because easements provide a record for someone to be looking for these items and for safety reasons, they thought it would be important.

Mr. Levey asked the cost to produce the easement. Mr. Kaufmann stated that the sketch and description and the legal fees are less than \$5,000.00.

Mr. Gasaway asked for more detail around the easement to see what the limiting factors are for future planning. Mr. Levey stated that the District cannot plant in there. Mr. Kaufmann responded that the District can install low lying plants but it is subject to being torn up if OUC needs to get down and expose their lines for repair. Mr. Levey read the space requirements. Mr. Kaufmann stated that the area north and east is largely an interchange pond.

On Motion by Ms. Isaacs, second by Mr. Gasaway, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the OUC Utility Electric Easement -Lake Nona Central.

## **EIGHTH ORDER OF BUSINESS**

### **Ratification of Requisition Nos. 2018-50 & 51, 53-57 Approved in January 2019 in an amount totaling \$60,482.38**

Board Members reviewed Requisition Nos. 2018-50 & 51, 53-57 Approved in January 2019 in an amount totaling \$60,482.38

Ms. Mullins noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 2018-50 & 51, 53-57 Approved in January 2019 in an amount totaling \$60,482.38.

#### **NINTH ORDER OF BUSINESS**

#### **Ratification of Operation and Maintenance Expenditures Paid in January 2019 in the amount totaling \$82,263.20**

Board Members reviewed the Operation & Maintenance expenditures paid in January 2019 in the amount totaling \$82,263.20.

Ms. Mullins noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Ms. Isaacs, second by Mr. Gasaway, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Operation and Maintenance expenditures paid in January 2019 in the amount totaling \$82,263.20.

#### **TENTH ORDER OF BUSINESS**

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

Mr. Kaufmann explained that the first work authorization on the list is for Loop Road/ Nemours West Lift Station 10. It is a request by LandDesign in the amount of \$31,000.00 to modify the plans to accommodate the redesign of the Loop Road. Ms. Isaacs asked if the Board knows what the original contract amount was. Mr. Kaufmann stated that it is \$34,860.00. Mr. Levey noted that

the District has now change ordered more than the original contract. Ms. Isaacs asked where the design change come from. Mr. Kaufmann stated that the Developer requested it. Mr. Levey asked if the work has been done. Mr. Kaufmann stated that it is pretty much complete because they decided to move ahead and they got the change order after the fact. Mr. Levey stated that the Change Order is dated May 2018 and it asked why the District is only now dealing with in when the date of the contract was April 2017. Mr. Levey asked why it took so long to get to the Board.

Ms. Isaacs asked who is managing the Loop Road project. Mr. Kaufmann stated that it is a CDD project and Mr. Thacker is handling the landscape and irrigation. Ms. Isaacs asked if he has been handling design or installation. Mr. Kaufmann replied that Mr. Thacker has been handling both. A request was made to take some time to revisit this item. It will be tabled until the next meeting.

Ms. Isaacs stated that she would like to see what the District can do in the future so that these do not take a year to be reviewed and approved. Mr. Gasaway requested a digital copy to be sent to him and he will research and let the Board know what her finds.

#### **ELEVENTH ORDER OF BUSINESS**

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

Board Members reviewed the Statement of Financial Position. No action is required by the Board.

#### **TWELFTH ORDER OF BUSINESS**

#### **Staff Reports**

District Counsel - No Report

District Manager - Ms. Mullins noted that the next meeting is March 19, 2019.

District Engineer – Mr. Newton distributed the Construction Status Memorandum (Minutes Exhibit A). Proposals are due tomorrow on the traffic signal at the intersection of Lake Nona Boulevard and Helios Blvd. The Construction Committee will bring a recommendation to the Board next month.

Medical City Drive will be taken off next month's report as the reclaimed saga has been addressed and repaired. There will ultimately be a request from the Developer to the District to reimburse them for what they spent. Mr. Levey asked if all the holes,

cracks and separations were found. Mr. Newton replied yes. Mr. Levey asked if the line is now charged and in use. Mr. Newton responded yes and added that last month they made the connection, turned it on and found a leak. They uncovered a tee that had been buried and simply covered with filter fabric and duct tape. So, they put a real plug on it and everything worked fine.

Mr. Newton stated that Nemours 7 is under construction everything is moving along, and he attached to his report a Change Order No. 1. It is a contract with the Greenway Improvement District and he is attaching it but he does not believe there is any need for action by this Board. He noted that the exposure to this Board is about \$9,800.00 for that Change Order and the rest is exposure to Greenway.

Construction Supervisor - No Report

Irrigation Specialist- Not Present

### **THIRTEENTH ORDER OF BUSINESS**

### **Supervisor and Audience Comments & Adjournment**

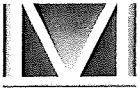
There were no Supervisor requests or audience comments. Mr. Levey requested a motion to adjourn.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the January 15, 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: February 19, 2019

TO: Boggy Creek Improvement District  
Board of Supervisors

FROM: Donald W. McIntosh Associates, Inc.  
District Engineer

RE: Construction Contract Status

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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:** Contractor has made all required repairs to the sanitary sewer and the City's inspector has approved them. Paving of the roadway first lift and asphalt trail have been completed. Lift station concrete pads have been installed and fencing around the station is almost done. Contractor anticipates substantial completion by the end of April 2019, pending OUC electric power start up schedule. Proposals for the signal at Lake Nona Boulevard and Helios Boulevard are due February 20, 2019. The Construction Committee will bring a recommendation to the Board at the next scheduled meeting. District staff continues coordination re: provision of banner arms on the street light poles.

**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, with the engineer's certification of completion pending receipt of City ESM compliant as-builts.

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

**Recommended Motion:** None at this time.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

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*Memorandum*

*Re: Boggy Creek Improvement District  
Construction Contract Status*

*February 19, 2019*

*Page 2*

**Medical City Drive Phase 2 – Jr. Davis Construction**

**Construction Status:** Connection to reclaim water main system been made successfully. Developer to submit request for reimbursement to the District.

**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:** The Contractor is continuing with the installation of the underground storm and sanitary sewer systems and pressure utilities (i.e., potable and reclaimed water systems). District Staff has coordinated with the Developer regarding a proposed change in lighting fixtures and the plans have been updated accordingly.

**Change Order (C.O.) Status:** Change Order No. 1 in the additive amount of \$161,445.97 for plan revisions issued after bid date as detailed in JDC letter dated February 8, 2019, (attached). The total BCID responsibility is \$9,843.62.

**Recommended Motion:** None at this time. This is informational only as this is a GID construction contract.

Should there be any questions, please advise.

Thank you.

End of memorandum.

c: Larry Kaufmann  
Scott Thacker  
Troy Davidson  
Rene Schneider  
Lance Jackson  
James C. Nugent  
Tarek Fahmy

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**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 Veterans 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**  
**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

**Greenway Improvement District**  
**CONTRACT CHANGE ORDER**

Change Order No. 1

Project: Nemours Parkway Phase 7

Date 2/12/2019

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: Jr. Davis Construction Company

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT +/-
1	Contract adjustment for revision to include scope of work for addendums/plans issued after bid date.	ADD	\$ 161,445.97

Net Change Order Amount \$ 161,445.97 *TV*

Contract Amount Prior to Change Order \$ 6,312,276.78

Revised Contract Amount \$ 6,473,722.75

**COMMENTS:**

See RFCO1961-001 Plan Comparison Narrative provided by Jr. Davis Construction  
dated 2/8/19.

Acceptable To:

*[Signature]*  
Jr. Davis Construction

Date: 2/18/19 BK

Approved By:

Greenway Improvement District

Date:

c: Jeffrey J. Newton, P.E.



2.8.19

Mr. Tarek Fahmy, PE, CGC  
Donald W. McIntosh Associates, Inc.  
2200 Park Avenue North  
Winter Park, Florida 32789-2355

**Re: RFCO1961-001 Plan Comparison Narrative**

Dear Mr. Fahmy,

This letter is intended to provide a narrative and a brief history of the scope changes encompassed in the attached change order.

**Site Preparation:**

This includes existing storm structure and RCP demolition resulting from plan changes dated 10.12.18 and responses to RFI1961-001 (10.17.18) and RFI1961-002 (10.12.18).

**Lift Station and Forcemain:**

JDC bid proposal dated 6/12/18 based the scope of work on the bid plans provided (5.7.18) in addition to Addendums #1 - #4 (dated 5.4.18 – 6.4.18). Addendum #2 (dated 5.29.18) did include an added alternate line item listed as "12' Diameter Wet Well, Complete, in lieu of 10' Wet Well shown on Plans," however no plan or detail was provided to validate this change. The official plan revision (dated 7.31.18) depicting the wet well diameter and depth increase as well as the pump addition was not available to JDC (received 8.13.18) until after the time of bid.

**Storm Drainage System:**

A number of changes to the storm system were noted in Drainage Revisions 3 (6.18.18) through Revision 5 (11.6.18).

**Paving:**

Roadway changes occurred to the Horizontal Geometry sheets dated 7.31.18.

**Electrical Conduit:**

Changes to the electrical conduit encompass OUC Conduit Plan changes dated 9.12.18 through 1.16.19.

**Sleeving:**

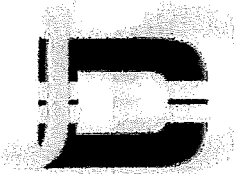
Changes to the Sleeving Plans dated 7.31.18.

Feel free to contact us should you have any questions or concerns.

Sincerely,

*Jimi Dugan*

*Project Engineer*



**Jr. Davis Construction Company, Inc.**

160 International Parkway

Suite 200

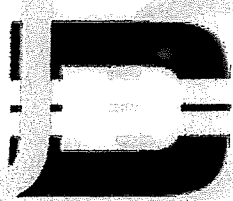
Lake Mary, FL 32747

Phone: (407) 870-0066

Cell: (321) 624-8603

# NEMOURS PKWY. PH-7 (1961) RFCO-1 / DRAWINGS

## REV. 1-2-3



Jr. Davis Construction Company, Inc.

### JR. DAVIS CONSTRUCTION

210 South Hoagland Boulevard

Kissimmee, FL, 34741

Contact: Josh Huynh

Phone: 407-870-0066

Email: Josh.Huynh@jr-davis.com

Quote To:

Tarek Fahmy

Company:

DWMA

Phone:

Email:

Proposal Date:

October 31st. 2018

Date of Plans:

Const. Drawings Revisions

Revision Date:

Rev-1 August 13th. 2018

Rev-2 September 14th. 2018

Rev-3 October 2nd. 2018

Rev-4 November 7th. 2018

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	NEMOURS PARKWAY				
	GID PORTION				
	***GENERAL CONDITIONS***				
110	Performance & Payment Bond	1.00	LS	1,506.55	1,506.55
120	2 Year Maintenance Bond	1.00	LS	510.97	510.97
130	Construction Survey / Layout	1.00	LS	2,029.72	2,029.72
140	Certified Asbuilts	1.00	LS	438.30	438.30
150	Geo-Technical Testing	1.00	LS	1,020.74	1,020.74
190	GENERAL CONDITIONS TOTAL				\$5,506.28
	***SITE PREPARATION***				
220	Demo Exst. Storm Sewer Structures	1.00	LS	5,903.55	5,903.55
230	Demo Exst. Storm Sewer RCP	1.00	LS	8,394.77	8,394.77
240	Dewatering for Storm Sewer Demo	1.00	LS	4,713.49	4,713.49
290	SITE PREPARATION TOTAL				\$19,011.81
	***LIFT STATION AND FORCEMAIN***				
320	Credit for Overhead Crane System	-1.00	LS	52,820.00	-52,820.00
340	Wet Well Depth Increase	1.00	LS	14,716.92	14,716.92
350	Setup to Accommodate Third Pump	1.00	LS	63,774.11	63,774.11
360	12-in X 45 Bends FM	4.00	EA	1,072.97	4,291.88
370	12-in Plug Valves	1.00	EA	3,370.00	3,370.00
390	LIFT STATION AND FORCEMAIN TOTAL				\$33,332.91
	***STORM DRAINAGE SYSTEM***				

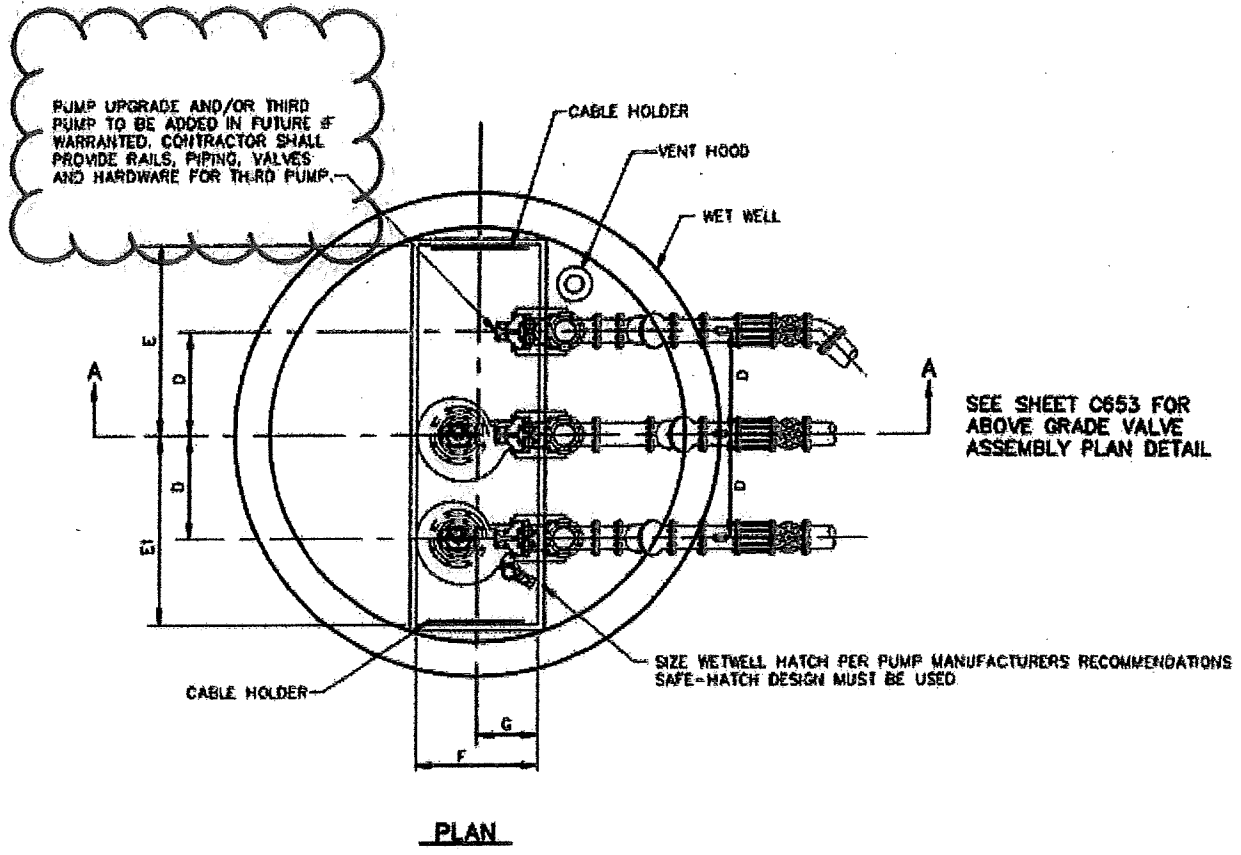


ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
410	72-in. Class III RCP	-43.00	LF	277.00	-11,911.00
415	24-in RCP	15.00	LF	75.00	1,125.00
420	Connect To Existing Structure/Pipe Large	3.00	EA	2,291.90	6,875.70
430	Reset Manhole Top	1.00	EA	917.08	917.08
440	Plug 60-in. Opening at Manhole	1.00	EA	1,447.64	1,447.64
445	Credit 72-in Flared End Section	-1.00	EA	17,800.00	-17,800.00
450	Change 6-in PVC to 10-in PVC (Lift. Sta.)	85.00	LF	21.10	1,793.50
460	Change 6-in PVC to 12-in PVC (Lift. Sta.)	83.00	LF	24.46	2,030.18
470	Clean Exst. Sys. at Connections to Exst.	1.00	LS	6,356.09	6,356.09
490	<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>-\$9,165.81</b>
	<b>***PAVING***</b>				
610	Credit 12-in Stabilized Subgrade	-56.00	SY	6.37	-356.72
620	Credit 10-in Limerock Base	-56.00	SY	18.92	-1,059.52
630	Credit 1-3/4" Asphalt Type S-1 First Lift	-56.00	SY	8.86	-496.16
640	Credit 1-1/4" Asphalt Type S-3 Second Lift	-56.00	SY	7.50	-420.00
650	Asphalt Raised Crosswalk	109.00	TN	279.18	30,430.62
660	Signs and Pavement Markings	1.00	LS	4,912.32	4,912.32
690	<b>PAVING TOTAL</b>				<b>\$33,010.54</b>
	<b>***ELECTRICAL CONDUIT***</b>				
710	6-IN X 8 WAY	-265.00	LF	62.85	-16,655.25
720	6-IN X 6 WAY	604.00	LF	59.80	36,119.20
730	6-IN X 4 WAY	-155.00	LF	57.15	-8,858.25
740	6-IN X 2 WAY	433.00	LF	19.05	8,248.65
750	4-IN X 2 WAY	-481.00	LF	8.15	-3,920.15
760	3-IN X 2 WAY	235.00	LF	7.05	1,656.75
770	3-IN X 1 WAY	1,250.00	LF	4.15	5,187.50
780	1-IN X 4 WAY/OCU	1,951.00	LF	8.17	15,939.67
790	MARKER BALLS	10.00	EA	26.85	268.50
792	4-IN X 4-IN POST	10.00	EA	15.00	150.00
800	PULL BOX PB	2.00	EA	8,320.00	16,640.00
890	<b>ELECTRICAL CONDUIT TOTAL</b>				<b>\$54,776.62</b>
	<b>***SLEEVING***</b>				
920	TYPE II SLEEVE BANK	6.00	EA	1,475.00	8,850.00
930	TYPE I2 SLEEVE BANK	4.00	EA	1,085.00	4,340.00
940	TYPE I3 SLEEVE BANK	1.00	EA	1,195.00	1,195.00
950	TYPE I4 SLEEVE BANK	1.00	EA	745.00	745.00
990	<b>SLEEVING TOTAL</b>				<b>\$15,130.00</b>
	<b>GID PORTION TOTAL</b>				<b>\$151,602.35</b>
	<b>BCID PORTION</b>				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>***GENERAL CONDITIONS***</b>				
1520	Performance & Payment Bond	1.00	LS	143.07	143.07
1530	2 Year Maintenance Bond	1.00	LS	40.88	40.88
1540	Construction Survey / Layout	1.00	LS	222.84	222.84
1550	Certified Asbuilts	1.00	LS	102.06	102.06
1560	Geotechnical Testing	1.00	LS	53.47	53.47
1570	<b>GENERAL CONDITIONS TOTAL</b>				<b>\$562.32</b>
	<b>***SITE PREPARATION***</b>				
1610	Demo Exst. Storm Sewer Structures	1.00	LS	1,099.60	1,099.60
1620	Demo Exst. Storm Sewer RCP	1.00	LS	2,695.87	2,695.87
1630	Dewatering for Storm Sewer Demo	1.00	LS	1,513.42	1,513.42
1640	<b>SITE PREPARATION TOTAL</b>				<b>\$5,308.89</b>
	<b>***REUSE WATER SYSTEM***</b>				
2020	8-in X 45 Bends	4.00	EA	590.54	2,362.16
2030	<b>REUSE WATER SYSTEM TOTAL</b>				<b>\$2,362.16</b>
	<b>***SLEEVING***</b>				
2050	TYPE I1 SLEEVE BANK	1.00	EA	1,107.52	1,107.52
2060	TYPE I2 SLEEVE BANK	1.00	EA	502.73	502.73
2070	<b>SLEEVING TOTAL</b>				<b>\$1,610.25</b>
	<b>BCID TOTAL</b>				<b>\$9,843.62</b>
2090	<b>GRAND TOTAL</b>				
<b>GRAND TOTAL</b>					<b>\$161,445.97</b>

**NOTES:**

- This RFCO-1 is based on the Revised Drawings transmitted with Donald W. McIntosh Associates, Inc. List of Revisions for Lake Nona Nemours Parkway Phase 7:
  - Revision No. 1 dated August 13th.2018
  - Revision No. 2 dated September 14th. 2018
  - Revision No. 3 dated October 2nd. 2018
  - Revision No. 4 dated November 7th. 2018
- Any Change/Revision/Cost direct and/or implied not identified in this proposal is not included.



# **BOGGY CREEK IMPROVEMENT DISTRICT**

**RFP for District Landscaping &  
Common Area Maintenance**

**BOGGY CREEK IMPROVEMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
Landscaping, Common Areas, & Irrigation Maintenance Services  
State Road 417 (Central Florida Greenway) & Lake Nona Boulevard Interchange  
Orange County, Florida  
AND  
NOTICE OF PUBLIC MEETING TO OPEN RFP RESPONSES**

Boggy Creek Improvement District, the Owner, announces that Landscaping, Common Areas, and Irrigation Maintenance Services will be required for the project listed below:

PROJECT: State Road 417 (Central Florida Greenway) & Lake Nona Boulevard Interchange  
Landscaping, Common Areas, & Irrigation Maintenance Services Agreement Request for  
Proposal

The contract for landscaping, common areas, and irrigation maintenance services will consist of maintenance of turf, trees, shrubs and ground cover, open areas, hardscape and irrigation as well as trash removal through certain distinct areas of maintenance as more specifically set forth in the Request for Proposal.

The Request for Proposal will be available beginning **Monday, April 1, 2019 at 10:00 a.m.** from PFM Group Consulting LLC, 12051 Corporate Blvd., Orlando, Florida 32817. Contact is Jennifer Walden, District Manager, at 407-723-5900. The request for Proposal requires proposers to submit proposals for individual district areas of maintenance and collectively submit a proposal for all areas (2 total). The District reserves the right to award Sections 1 and 2 separately to different proposers, or to award collectively to one proposer.

A mandatory pre-proposal conference will be held on this project on \_\_\_\_\_, \_\_\_\_\_, 2019 at \_\_\_\_\_ a.m. (EST) at \_\_\_\_\_, \_\_\_\_\_, FL \_\_\_\_\_. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations, and submittal requirements and may involve a site visit to inspect existing conditions and the areas to be maintained

Ranking of proposers will be made on the basis of qualifications according to the Evaluation Criteria contained within the Request for Proposal. The Successful proposer(s) will be required to furnish a performance bond in the amount of 25% of the total amount of the first full year's proposal. The District has the right to reject any and all proposals if it determines, at its sole discretion, such rejection is in the best interest of the District. Any proposer who wishes to protest the scope of work and selection criteria shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the proposed project plans and specifications or other contract documents, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, PFM Group Consulting LLC, at 12051 Corporate Boulevard, Orlando, Florida 32817. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the Request for Proposal. The formal written protest shall state with particularity the facts and law upon which the protest is based. Any and all questions relative to this project shall be directed in writing only to PFM Group Consulting LLC, Jennifer Walden District Manager, PFM Group Consulting LLC, 12051 Corporate Blvd., Orlando, FL 32817, via facsimile 407-723-5901 or e-mail at [waldenj@pfm.com](mailto:waldenj@pfm.com), no later than **Friday, April 19, 2019 at 5:00 p.m.**

Firms desiring to provide services for this project must submit nine (9) bound copies of the required proposal section(s) and one electronic copy of the required proposal section(s) no later than **10:00 a.m. on Monday, May 6, 2019** at the offices of PFM Group Consulting LLC, 12051 Corporate Blvd., Orlando, FL 32817, and Attention: Jennifer Walden, District Manager. Additionally, as further described in the Request for Proposal, each proposer shall supply a bid bond or cashier's check in the sum equal to five percent (5%) of the total amount of the first full year's proposal. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package, and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

***Notice of Public Meeting to Open RFP Responses***

A meeting will be held on **Monday, May 6, 2019 at 10:00 a.m.** at the offices of PFM Group Consulting LLC, 12051 Corporate Blvd., Orlando, FL 32817. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the RFP responses. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. This meeting may be continued to a date, time, and place to be specified on the record at the meeting. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at 407-723-5900 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Boggy Creek Improvement District Jennifer Walden, District Manager  
Run Date(s): Sunday, March 24, 2019 and Sunday, March 31, 2019

1. **Technical Capability** (30 points)

Considerations here include the geographic locations of the firm's office(s) in relation to the project; adequacy of equipment to perform the work in a high quality manner; adequacy and capabilities of labor available to perform the work according to the specifications; qualifications, training, and licenses/certifications of key personnel; evaluation of existing and future workload; the volume of work previously awarded to the firm; proposed detailed staffing levels, etc.

2. **Experience** (30 points)

The proposer's past record and experience in similar projects will be considered. Additional factors may include past performance on other projects, record and experience working for the references provided, observation of similar sites maintained by the firm, character, integrity, and reputation of respondent, etc.

3. **Understanding of Scope of Work** (10 points)

Points will be awarded based on the proposer's demonstrated understanding of the District's needs for the services requested and the level of detail provided in the proposal.

4. **Price** (30 points)

Points will be awarded to the proposer submitting the lowest total proposal for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that proposer's proposal and the low proposal..

**Total Points Possible** (100 points)





**BOGGY CREEK IMPROVEMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
Landscaping, Common Areas, & Irrigation Maintenance Services  
Lake Nona Boulevard South and Roadways  
Orange County, Florida  
AND  
NOTICE OF PUBLIC MEETING TO OPEN RFP RESPONSES**

Boggy Creek Improvement District, the Owner, announces that Landscaping, Common Areas, and Irrigation Maintenance Services will be required for the project listed below:

PROJECT: Lake Nona Boulevard South - Boulevard and Roadways  
Landscaping, Common Areas, & Irrigation Maintenance Services Agreement Request for Proposal

The contract for landscaping, common areas, and irrigation maintenance services will consist of maintenance of turf, trees, shrubs and ground cover, open areas, hardscape and irrigation as well as trash removal through certain distinct areas of maintenance as more specifically set forth in the Request for Proposal.

The Request for Proposal will be available beginning **Monday, April 1, 2019 at 10:00 a.m.** from PFM Group Consulting LLC, 12051 Corporate Blvd., Orlando, Florida 32817. Contact is Jennifer Walden, District Manager, at 407-723-5900. The request for Proposal requires proposers to submit proposals for individual district areas of maintenance and collectively submit a proposal for all areas (2 total). The District reserves the right to award Sections 1 and 2 separately to different proposers, or to award collectively to one proposer.

A mandatory pre-proposal conference will be held on this project on \_\_\_\_\_, \_\_\_\_\_, 2019 at \_\_\_\_\_ a.m. (EST) at \_\_\_\_\_, \_\_\_\_\_, FL \_\_\_\_\_. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations, and submittal requirements and may involve a site visit to inspect existing conditions and the areas to be maintained.

Ranking of proposers will be made on the basis of qualifications according to the Evaluation Criteria contained within the Request for Proposal. The Successful proposer(s) will be required to furnish a performance bond in the amount of 25% of the total amount of the first full year's proposal. The District has the right to reject any and all proposals if it determines, at its sole discretion, such rejection is in the best interest of the District. Any proposer who wishes to protest the scope of work and selection criteria shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the proposed project plans and specifications or other contract documents, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, Florida 32817. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the Request for Proposal. The formal written protest shall state with particularity the facts and law upon which the protest is based. Any and all questions relative to this project shall be directed in writing only to PFM Group Consulting LLC, Jennifer Walden District Manager, PFM Group Consulting LLC, 12051 Corporate Blvd., Orlando, FL 32817, via facsimile 407-723-5901 or e-mail at [waldenj@pfm.com](mailto:waldenj@pfm.com), no later than **Friday, April 19, 2019 at 5:00 p.m.**

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Boggy Creek Improvement District Jennifer Walden, District Manager  
Run Date(s): Sunday, March 24, 2019 and Sunday, March 31, 2019

1. **Technical Capability** (30 points)

Considerations here include the geographic locations of the firm's office(s) in relation to the project; adequacy of equipment to perform the work in a high quality manner; adequacy and capabilities of labor available to perform the work according to the specifications; qualifications, training, and licenses/certifications of key personnel; evaluation of existing and future workload; the volume of work previously awarded to the firm; proposed detailed staffing levels, etc.

2. **Experience** (30 points)

The proposer's past record and experience in similar projects will be considered. Additional factors may include past performance on other projects, record and experience working for the references provided, observation of similar sites maintained by the firm, character, integrity, and reputation of respondent, etc.

3. **Understanding of Scope of Work** (10 points)

Points will be awarded based on the proposer's demonstrated understanding of the District's needs for the services requested and the level of detail provided in the proposal.

4. **Price** (30 points)

Points will be awarded to the proposer submitting the lowest total proposal for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that proposer's proposal and the low proposal..

**Total Points Possible** (100 points)

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Traffic Signalization Improvements at the  
Intersection of Helios Boulevard and  
Lake Nona Boulevard**

**PROPOSAL EVALUATION**  
**Boggy Creek Improvement District**  
Traffic Signalization Improvements at the Intersection of  
Helios Boulevard and Lake Nona Boulevard

	Available Points	New Florida Industrial Electric	Traffic Control Devices	Traffic Engineering & Management
Bid Price		\$496,199.44	\$616,910.00	\$493,645.00
Bid Days		270	365	280
Personnel	20.00	20.00	20.00	20.00
Experience, Bonding Capacity & Available Equipment	20.00	20.00	15.00	20.00
Understanding of Scope of Work	5.00	5.00	2.00	5.00
Schedule	25.00	25.00	17.96	24.26
Price	30.00	29.90	25.01	30.00
	100.00	99.90	79.97	99.26
<b>Ranking</b>		<b>1</b>	<b>3</b>	<b>2</b>

# **BOGGY CREEK IMPROVEMENT DISTRICT**

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



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

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

This Master Lighting Installation, Upgrade and Service Agreement (“**Agreement**”) is entered into this \_\_\_\_\_ 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:

**ORLANDO UTILITIES COMMISSION**

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

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

Clint Bullock  
General Manager & CEO

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

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

Attest: \_\_\_\_\_

\_\_\_\_\_  
Attorney for OUC

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

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

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

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

STATE OF FLORIDA

COUNTY OF ORANGE

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name Below Signature

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

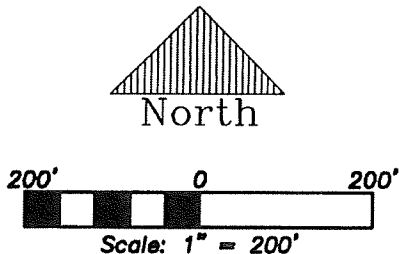


**EXHIBIT 1**  
**THE PROPERTY**

*See attached description and sketch*

# SKETCH OF DESCRIPTION

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



NOT PLATTED

SECTION 24-24-30  
SECTION 25-24-30

(PROPOSED)  
TRACT LS-1  
NOT PLATTED

(PROPOSED)  
TRACT OS-1  
NOT PLATTED

(PROPOSED)  
BARISH AVENUE  
NOT PLATTED

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

LOT 1  
NEMOURS CHILDREN'S HOSPITAL  
(PLAT BOOK 73, PAGES 81-83)

SOUTHEAST CORNER OF  
LOT 1 NEMOURS  
CHILDREN'S HOSPITAL  
(PB 73, PGS 81-83)

NEMOURS PARKWAY  
(NEMOURS PARKWAY AT  
LAKE NONA PHASE 1  
(PB 73, PGS 78-80)  
(120' WIDE R/W)

SOUTHERLY LINE LOT 1  
NEMOURS CHILDREN'S  
HOSPITAL  
(PB 73, PGS 81-83)

EASTERLY LINE,  
NEMOURS PARKWAY  
AT LAKE NONA PHASE 1  
PB 73, PGS 78-80

NT

NOT PLATTED

PC

L4

(PROPOSED)  
NEMOURS PARKWAY

NOT PLATTED  
NOT INCLUDED

NOT PLATTED

SOUTHERLY PROLOGATION OF  
EAST LINE OF LOT 1 NEMOURS  
CHILDREN'S HOSPITAL  
(PB 73, PGS 81-83)

**POINT OF BEGINNING**

SE CORNER NEMOURS PARKWAY,  
NEMOURS PARKWAY AT LAKE NONA  
PHASE 1, PB 73, PGS 78-80

SOUTHERLY PROLOGATION  
OF EASTERLY LINE,  
NEMOURS PARKWAY  
AT LAKE NONA PHASE 1  
PB 73, PGS 78-80

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

PREPARED FOR:

**LAKE NONA LAND COMPANY, LLC**

LAKE NONA SOUTH

NEMOURS PARKWAY PHASE 7 - BCID PORTION OUC LIGHTING AGREEMENT

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

Robert "Tyler" Gaars October 04, 2018  
Florida Registered Surveyor and Mapper  
Certificate No. 6950  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

DRAWN BY: BW  
DATE: 10/2018

CHECKED BY: RTS  
DATE: 10/2018

JOB NO.  
16106

SCALE  
1"=200'

SHEET 1  
OF 2

# SKETCH OF DESCRIPTION

## DESCRIPTION:

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

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

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

## NOTES:

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

## LEGEND

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

PREPARED FOR:

**LAKE NONA LAND COMPANY, LLC**

LAKE NONA SOUTH  
NEMOURS PARKWAY PHASE 7 - PORTION OUC LIGHTING AGREEMENT



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
**ENGINEERS PLANNERS SURVEYORS**

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
CERTIFICATE OF AUTHORIZATION NO. LB68

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

## EXHIBIT 1 (Continued)

### OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

### PROPERTY / PREMISE LOCATION INFORMATION

Premise Name:	Nemours Parkway Phase 7
Premise Address:	Nemours Parkway
City, State, Zip:	Orlando, FL
Premise Number:	

### BILLING INFORMATION

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

### ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number:	2562183178
Work Request No:	659289
Comments:	

**EXHIBIT 2**

**INITIAL LIGHTING PLAN**

(12ea) 20' Bronze Alum Pole / OUC # 036-27508

(12ea) 83w GE Post Top Type III Fixture / OUC # 036-23120

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

### **EXHIBIT 3**

#### **INITIAL PHASE UPGRADE COST PAYMENT TERMS**

##### **UP-FRONT PAYMENT:**

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

##### **MONTHLY INSTALLMENT:**

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

##### **ADDITIONAL CHARGES:**

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

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

# **BOGGY CREEK IMPROVEMENT DISTRICT**

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

# 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 February 1, 2019 through February 28, 2019. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2018-058	Hopping Green & Sams	\$470.00
2018-059	Donald W. McIntosh Associates	\$2,928.75
2018-060	Donald W. McIntosh Associates	\$6,190.07
2018-061	LandDesign	\$2,475.00
2018-062	Orlando Sentinel	\$74.17
2018-063	Ferguson Enterprises	\$1,036.00
2018-064	Hopping Green & Sams	\$211.50
2018-065	Jon M Hall Company	\$1,471,639.92
2018-066	Orlando Sentinel	\$560.01
2018-067	Vanasse Hangen Brustlin	\$12,722.00
2018-068	Dix.Hite + Partners	\$217.50
2018-069	Donald W. McIntosh Associates	\$6,587.28
2018-070	LandDesign	\$2,378.80
		<b>\$1,507,491.00</b>



## EXHIBIT D

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

DATE:	January 11, 2019	REQUISITION NO:	2018-058
PAYEE:	Hopping Green & Sams	AMOUNT DUE:	\$470.00
ADDRESS:	119 S. Monroe Street, Ste. 300 PO Box 6526 Tallahassee, FL 32314	FUND:	Acquisition/Construction
ITEM:	Invoice 104631 for Project Construction Through 11/30/2018		

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


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

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

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

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

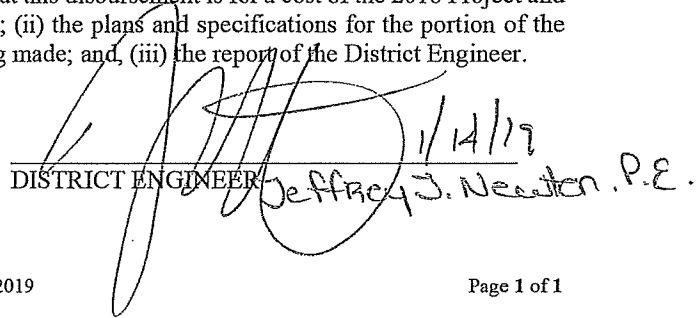
BOGGY CREEK IMPROVEMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN  
Damon Ventura

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:

  
DISTRICT ENGINEER

1/14/19  
Jeffrey J. Newton, P.E.

## EXHIBIT D

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

DATE:	January 18, 2019	REQUISITION NO:	2018-059
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$2,928.75
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	Invoice 36093 for Project 23218 (Lake Nona Boggy Creek) Through 12/28/2018		

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

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

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

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

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

BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

*Damon Ventura*

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY: 

DISTRICT ENGINEER

*Jeffrey J. Newton, P.E.* 1/21/19

RECEIVED FEB 15 2019

## EXHIBIT D

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

DATE:	January 25, 2019	REQUISITION NO:	2018-060
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$6,190.07
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none"><li>• Invoice 36156 for Project 16193 (Lake Nona Town Center Parcel 22A Perimeter Road, Lift Station 10 and Forcemain) Through 12/28/2018 – <b>\$4,532.82</b></li><li>• Invoice 36160 for Project 18024 (Lake Nona Boulevard North of SR 417) Through 12/28/2018 – <b>\$900.00</b></li><li>• Invoice 36161 for Project 18128 (Nemours Parkway Phase 7 – Construction Phase Services – BCID) Through 12/28/2018 – <b>\$757.25</b></li></ul>		

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


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

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

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

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

BOGGY CREEK IMPROVEMENT DISTRICT

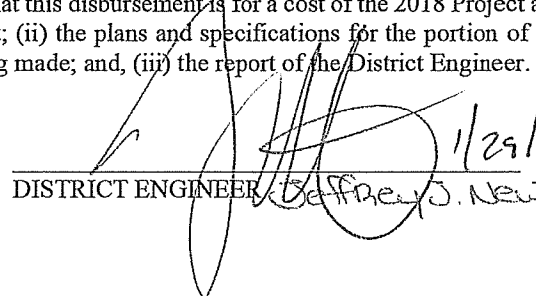
BY:   
CHAIRMAN or VICE CHAIRMAN

*Damon Ventura*

#### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:

  
DISTRICT ENGINEER

*Jeffrey S. Newton, P.E.*

RECEIVED FEB 12 2019

## EXHIBIT D

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

DATE:	January 25, 2019	REQUISITION NO:	2018-061
PAYEE:	LandDesign	AMOUNT DUE:	\$2,475.00
ADDRESS:	PO Box 36959 Charlotte, NC 28236	FUND:	Acquisition/Construction
ITEM:	Invoice 93591 for Project 8117011 (Lake Nona Town Center Loop Road/Boggy Creek CDD) Through 12/29/2018		

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

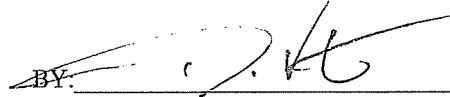
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will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

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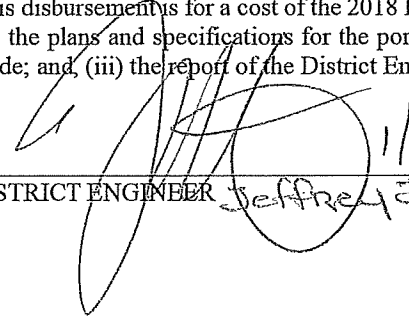
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BOGGY CREEK IMPROVEMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN  
Damon Ventura

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:  1/25/19  
DISTRICT ENGINEER Jeffrey S. Newton, P.E.

RECEIVED FEB 12 2019

## EXHIBIT D

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

DATE:	January 25, 2019	REQUISITION NO:	2018-062
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$74.17
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice OSC3288880 (Ad #6015327) for Construction Legal Advertising Through 12/30/2018, 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.

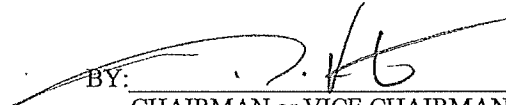
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BOGGY CREEK IMPROVEMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN  
Damon Ventura

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  1/29/19  
DISTRICT ENGINEER Jeffrey D. Newton, P.E.

## EXHIBIT D

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

DATE:	February 1, 2019	REQUISITION NO:	2018-063
PAYEE:	Ferguson Waterworks	AMOUNT DUE:	\$1,036.00
ADDRESS:	PO Box 100286 Atlanta, GA 30384-0286	FUND:	Acquisition/Construction
ITEM:	Invoice 1660468 for Construction Materials Through 01/23/2019		

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

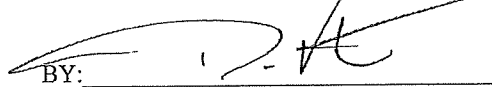
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BOGGY CREEK IMPROVEMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN  
*Damon Ventura*

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:

  
DISTRICT ENGINEER

RECEIVED FEB 15 2019

## EXHIBIT D

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

DATE:	February 1, 2019	REQUISITION NO:	2018-064
PAYEE:	Hopping Green & Sams	AMOUNT DUE:	\$211.50
ADDRESS:	119 S. Monroe Street, Ste. 300 PO Box 6526 Tallahassee, FL 32314	FUND:	Acquisition/Construction
ITEM:	Invoice 105123 for Project Construction Through 12/31/2018		

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

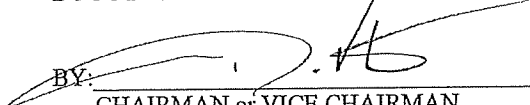
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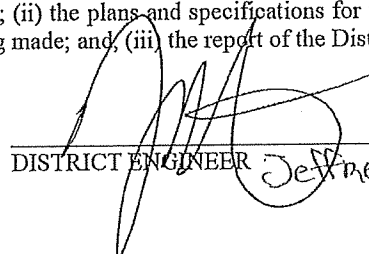
BOGGY CREEK IMPROVEMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN  
Damon Ventura

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:

  
DISTRICT ENGINEER

2/4/19

Jeffrey J. Newton, P.E.

RECEIVED FEB 15 2019

## EXHIBIT D

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

DATE:	February 1, 2019	REQUISITION NO:	2018-065
PAYEE:	Jon M Hall Company	AMOUNT DUE:	\$1,471,639.92
ADDRESS:	1920 Boothe Circle, Suite 230 Longwood, FL 32750	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none"><li>• Pay Application #11 for Project 18007 (Lake Nona Nemours Pkwy West &amp; Lift Station) Through 12/25/2018 – <b>\$553,960.19</b></li><li>• Pay Application #12 for Project 18007 (Lake Nona Nemours Pkwy West &amp; Lift Station) Through 01/25/2019 – <b>\$917,679.73</b></li></ul>		

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

*Damon Ventura*

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 

DISTRICT ENGINEER

*Jeffrey J. Newton P.E.*

RECEIVED FEB 15 2019



## EXHIBIT D

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

DATE:	February 1, 2019	REQUISITION NO:	2018-066
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$560.01
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice OSC3751994 (Ad #6096192) for Construction Legal Advertising Through 01/20/2019		

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

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

*Damon Ventura*

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 

DISTRICT ENGINEER

*Jeffrey J. Newton, P.E.* 2/1/19

## EXHIBIT D

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

DATE:	February 1, 2019	REQUISITION NO:	2018-067
PAYEE:	Vanasse Hangen Brustlin	AMOUNT DUE:	\$12,722.00
ADDRESS:	101 Walnut Street PO Box 9151 Watertown, MA 02471	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none"><li>• Invoice 275330 for Project 63084.04 (Lake Nona Blvd at Helios Blvd. Traffic Signal Design) Through 11/03/2018 – \$9,580.00</li><li>• Invoice 279064 for Project 63084.04 (Lake Nona Blvd at Helios Blvd. Traffic Signal Design) Through 12/29/2018 – \$3,142.00</li></ul>		

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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

*Damon Ventura*

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 

DISTRICT ENGINEER

*Jeffrey J. Newton - P.E.*  
2/4/19

RECEIVED FEB 15 2019

## EXHIBIT D

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

DATE:	February 8, 2019	REQUISITION NO:	2018-068
PAYEE:	Dix.Hite + Partners	AMOUNT DUE:	\$217.50
ADDRESS:	150 West Jessup Avenue Longwood, FL 32750	FUND:	Acquisition/Construction
ITEM:	Invoice 1901073 for Project 21646.4 (Boggy Creek Nemours Pkwy Phase 7) Through 01/18/2019		

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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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

*Damon Ventura*

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: 

DISTRICT ENGINEER

*Jeffrey J. Newton P.E.* 2/12/19

# EXHIBIT D

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

DATE:	February 15, 2019	REQUISITION NO:	2018-069
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$6,587.28
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	Invoice 36206 for Project 23218 (Lake Nona Boggy Creek) Through 01/25/2019		

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

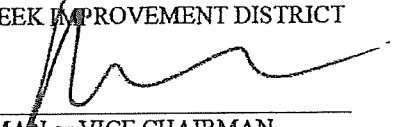
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BOGGY CREEK IMPROVEMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN

*Richard L. Leroy*

### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  2/17/19  
DISTRICT ENGINEER *Jeffrey J. Newton, P.E.*

RECEIVED FEB 22 2019

## EXHIBIT D

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

DATE:	February 15, 2019	REQUISITION NO:	2018-070
PAYEE:	LandDesign	AMOUNT DUE:	\$2,378.80
ADDRESS:	PO Box 36959 Charlotte, NC 28236	FUND:	Acquisition/Construction
ITEM:	Invoice 94065 for Project 8117011 (Lake Nona Town Center Loop Road/Boggy Creek CDD) Through 01/26/2019		

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

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BY: 

DISTRICT ENGINEER

*Jeffrey J. Newton, P.E.* 2/18/19

RECEIVED FEB 22 2019

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Operation and Maintenance Expenditures Paid in  
February 2019 in an amount totaling \$83,538.65**

# 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 February 1, 2019 through February 28, 2019. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$83,538.65**

Approval of Expenditures:

---

\_\_\_\_ Chairman

\_\_\_\_ Vice Chairman

\_\_\_\_ Assistant Secretary

**Boggy Creek Improvement District**  
**AP Check Register (Current by Bank)**  
Check Dates: 2/1/2019 to 2/28/2019

Check No.	Date	Status	Vendor ID	Payee Name	Amount
<b>BANK ID: SUN - CITY NATIONAL BANK</b>					<b>001-101-0000-00-01</b>
3322	02/01/19	P	VALLEY	BrightView Landscape Services	\$909.00
3323	02/01/19	P	CAROL	Carol King Landscape Maint.	\$996.75
3324	02/01/19	P	FISH	Fishkind & Associates, Inc.	\$3,290.81
3325	02/01/19	P	HTFL	Hathaway's Tree Farm & Landsca	\$3,550.00
3326	02/06/19	P	FISH	Fishkind & Associates, Inc.	\$1,250.00
3327	02/06/19	P	HGS	Hopping Green & Sams	\$2,165.77
3328	02/06/19	P	MLM	Michael's Lighting & Electric	\$1,943.25
3329	02/06/19	P	ORLSEN	Orlando Sentinel	\$196.25
3330	02/13/19	P	AWC	Aquatic Weed Control, Inc.	\$835.00
3331	02/13/19	P	VALLEY	BrightView Landscape Services	\$25,795.10
3332	02/13/19	P	CAROL	Carol King Landscape Maint.	\$933.75
3333	02/13/19	P	GRAU	Grau and Associates	\$3,000.00
3334	02/13/19	P	VENTUR	VenturesIn.com	\$105.00
3335	02/18/19	P	VALLEY	BrightView Landscape Services	\$637.50
3336	02/18/19	P	CAROL	Carol King Landscape Maint.	\$20,429.00
3337	02/18/19	P	DONMC	Donald W. McIntosh Associates	\$633.50
3338	02/18/19	P	FISH	Fishkind & Associates, Inc.	\$3,307.44
3339	02/18/19	P	HTFL	Hathaway's Tree Farm & Landsca	\$4,885.00
3340	02/25/19	P	FDEP	FL Dept. of Environ. Protect.	\$50.00
3341	02/25/19	P	GRAU	Grau and Associates	\$23.00
3342	02/25/19	P	RLEVEY	Richard Levey	\$200.00
3343	02/25/19	P	TCZAPK	Thaddeus Czapka	\$200.00
<b>BANK SUN REGISTER TOTAL:</b>					<b>\$75,336.12</b>
<b>GRAND TOTAL :</b>					<b>\$75,336.12</b>

75,336.12  
 8,002.53 +  
 83,338.65 G+



## BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #385

1/25/2019

Item No.	Payee	Invoice Number	General Fund
1	<b>BrightView Landscape Services</b>		
	Controller #12 Repairs (Zones 10, 12, 13, 16)	6125278	\$ 135.00
	Controller #2 Repairs (Zone 10)	6125279	\$ 288.00
	Controller #12 Repairs (Zones 10, 12)	6129596	\$ 340.00
	Controller #12 Repairs (Zones 1, 5)	6129597	\$ 146.00
2	<b>Carol King Landscape Maintenance</b>		
	Interchange Spray Repairs	164405	\$ 63.00
	Interchange Broken Spray Replacements	164406	\$ 933.75
3	<b>Fishkind &amp; Associates</b>		
	DM Fee & Reimbursables: January 2019	23997	\$ 3,290.81
4	<b>Hathaway's Tree Farm &amp; Landscaping</b>		
	Tree Replacement	8481	\$ 3,550.00
<b>TOTAL</b>			<b>\$ 8,746.56</b>



Secretary/Assistant Secretary

Chairperson



RECEIVED JAN 26 2019

## BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #386

2/1/2019

Item No.	Payee	Invoice Number	General Fund
1	Fishkind & Associates FY 2019 Quarter 1 Dissemination Services	24140	\$ 1,250.00
2	Hopping Green & Sams General Legal Through 12/31/2018	105122	\$ 2,165.77
3	Michael's Lighting & Electric Interchange Lighting Replacement Night Lighting Check on 01/31/2019	8326 8356	\$ 1,862.00 \$ 81.25
4	Orlando Sentinel Legal Advertising on 01/15/2019	OSC3608666	\$ 196.25
TOTAL			\$ 5,555.27



Secretary/Assistant Secretary

Chairperson

*John*  
2/4/19

RECEIVED FEB 05 2019

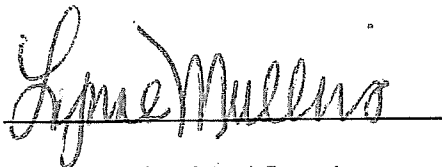
## BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #387

2/8/2019

Item No.	Payee	Invoice Number	General Fund
1	<b>Aquatic Weed Control</b> February Waterway Service	33314	\$ 835.00
2	<b>BrightView Landscape Services</b> Controller #28 Repair (Zone 4) Controller #28 Repair (Zones 1, 2) Winter Flower Rotation February Landscape Maintenance	6135869 6135870 6137519 6153533	\$ 473.00 \$ 349.50 \$ 7,014.60 \$ 17,958.00
3	<b>Carol King Landscape Maintenance</b> Interchange Irrigation Services	164709	\$ 933.75
4	<b>Grau and Associates</b> FY 2019 Audit	17504	\$ 3,000.00
5	<b>OUC</b> <i>pd online 2/13/19</i> Acct: 2562183178 ; Service 01/02/2019 - 02/01/2019	—	\$ 8,202.53
6	<b>VenturesIn.com</b> February Application Hosting	44293	\$ 105.00

**TOTAL \$ 38,871.38**



Secretary/Assistant Secretary

Chairperson



RECEIVED FEB 09 2019

## BOGGY CREEK IMPROVEMENT DISTRICT

### Payment Authorization #388

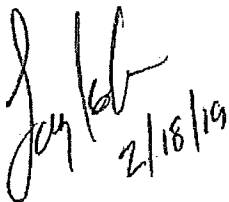
2/15/2019

Item No.	Payee	Invoice Number	General Fund
1	<b>BrightView Landscape Services</b>		
	Clock #12 Repairs (Zone 30)	6174922	\$ 380.00
	Control #11 Repairs (Zone 5)	6174927	\$ 35.50
	Controller #30 Repairs (Zones 1, 2)	6174933	\$ 132.00
	Controller #11 Repairs (Zone 29)	6174938	\$ 90.00
2	<b>Carol King Landscape Maintenance</b>		
	February Interchange Landscape Maintenance	164739	\$ 20,429.00
3	<b>Donald W McIntosh Associates</b>		
	Engineering Services Through 01/25/2019	36205	\$ 633.50
4	<b>Fishkind &amp; Associates</b>		
	DM Fee & Reimbursables: February 2019	24182	\$ 3,307.44
5	<b>HTFL</b>		
	Tree & Plant Replacement	8497	\$ 4,885.00
<b>TOTAL</b>			<b>\$ 29,892.44</b>



Secretary/Assistant Secretary

Chairperson



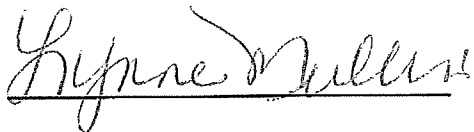
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## BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #389

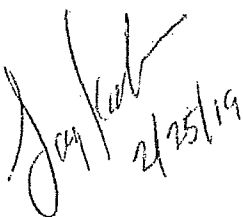
2/22/2019

Item No.	Payee	Invoice Number	General Fund
1	<b>Grau and Associates</b> FY 2018 Audit Confirmation Fee	--	\$ 23.00
2	<b>State of Florida Department of Environmental Protection</b> Storage Tank Registration	632955	\$ 50.00
3	<b>Supervisor Fees - 02/19/2019 Meeting</b> Richard Levey	--	\$ 200.00
	Thad Czapka	--	\$ 200.00
<b>TOTAL</b>			<b>\$ 473.00</b>



Secretary/Assistant Secretary

Chairperson

  
2/25/19

RECEIVED FEB 25 2019

# **BOGGY CREEK IMPROVEMENT DISTRICT**

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

**BOGGY CREEK IMPROVEMENT DISTRICT**

**Recommendation for Work Authorization / Proposed Services**

Project Name: Nemours Parkway West and Lift Station #10

Brief Description: Revisions to design and construction plans for landscape and irrigation  
based on new roadway cross-sections.

Name of Consultant / Vendor: Land Design

Is this work pursuant to an existing Agreement? ☒ Yes ☐ No

If so, name and date of Agreement: \_\_\_\_\_

Is this project included in the District Capital Improvement Plan? ☒ Yes ☐ No

Are the services required contemplated in the Capital Improvement Plan? ☒ Yes ☐ No

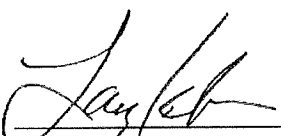
Is this a continuation of previously authorized work? ☒ Yes ☐ No

Proposal attached: ☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 31,000.00

Recommendation: ☒ Approve ☐ Deny

By:  2/15/19  
Larry Kaufmann, Chairman  
Boggy Creek Improvement District Construction Committee

c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton  
Lynne Mullins



100 South Orange Avenue, Suite 700  
Orlando, FL 32801  
P: (407) 270-7800

## CHANGE ORDER

PROJECT NAME: Lake Nona Town Center Loop Road / Boggy Creek CDD CHANGE ORDER #: 3

CHANGE ORDER DATE: 05.02.2018

TO: John M. Florio  
c/o Boggy Creek Improvement District  
2200 Park Ave. N.  
Winter Park, FL 32789

PROJECT #: 8117011

DATE OF CONTRACT: 04.26.2017

The above referenced contract is changed as follows:

Phase	Description	Phase Amount
<b>403</b>	<b>Construction Document Revisions - Median Updates</b>	<b>\$25,000.00</b>
	- Concept Design, Meetings with the city of Orlando, Team meetings (Effort to Date)	\$6,000.00
	- Hardscape concepts at pedestrian crossings, material selection for hardscape	\$2,500.00
	- Review session of proposed materials at medians	\$800.00
	- Hardscape construction document series (plans, details, & schedules)	\$5,000.00
	- Coordinate drawings with demolition and re-installation of plant material at Lake Nona Blvd. and Nemours Pkwy.	\$1,500.00
	- Landscape construction document series updates (plans, details, & schedules)	\$5,000.00
	- Irrigation construction document series updates (plans, details, & schedules)	\$2,700.00
	- Coordinate drawings with OUC	\$1,500.00
<b>601</b>	<b>Additional Construction Observation</b>	<b>\$6,000.00</b>
	- Construction Administration in addition to original contract (Pre-Construction, and 4 inspections during plant material warranty)	\$6,000.00
	<b>TOTAL</b>	<b>\$31,000.00</b>

The original contract amount for lump sum and hourly not to exceed was.....	\$34,860.00
Net change by previous change orders.....	\$17,000.00
Net change by this change order.....	<u>\$31,000.00</u>
Revised contract amount for lump sum and hourly not to exceed.....	<u><u>\$82,860.00</u></u>

NOT VALID UNLESS SIGNED BY ALL PARTIES

LANDDESIGN, INC.  
CONSULTANT

PO Box 36959  
Address

Charlotte, NC 28236-6959

Signature

Ray Waugh, for LandDesign, Inc.  
Partner / Principal

05.02.2018  
Date

Tavistock Development Company  
CLIENT NAME

6900 Tavistock Lakes Boulevard Suite 200  
Address

Orlando, FL 32827

Signature

Larry Kaufmann, for Tavistock Development Company  
(typed name)

05.02.2018  
Date



**EXHIBIT A**  
**LANDDESIGN, INC.**  
**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**Contract Billing:** Billing for contracts shall be on a monthly basis. Invoices are due upon receipt. Payment not received within thirty (30) days of invoice date will be subject to a service charge in the amount of one and one-half percent (1.5%) per month. If account is not paid per the terms of this agreement, LandDesign is entitled to recover any and all reasonable attorney fees associated related to the collection from client. In addition, LandDesign reserves the right to suspend all work in any case where invoices remain unpaid more than sixty (60) days from issue.

**Reimbursable Expenses:** Expenses incurred by LandDesign solely in the interest of the project shall be reimbursable and billed at 1.1 times our direct costs. Reimbursable expenses shall include but not be limited to all shipping and mailing costs, courier services, travel, long distance telephone and facsimile transmittals, supplies, printing and photographic reproductions.

**Overtime Charges:** LandDesign shall be paid overtime in any case in which the Client requests work to be complete prior to previously agreed upon completion date.

**Commencement of Work:** Client acknowledges that the fees of LandDesign set forth in this Contract contemplate prompt commencement by LandDesign of the work to which such fees relate. Accordingly, LandDesign shall have the unilateral right to terminate all or any portion of this Contract to the extent Client does not authorize LandDesign to promptly commence and complete performance of the work to be performed by LandDesign hereunder. LandDesign reserves the right to renegotiate contract fees if work is not completed within two years of the original date of this contract.

**Additional Services:** Any work required in addition to that detailed in this Contract will be billed on an hourly basis according to our then current rates or a negotiated lump sum fee. Extra work will include, but not be limited to: Changes in the Scope of Services; Changes made in response to program changes; Changes due to revision of site/base information provided by others; Changes due to error of contractor during construction; and Design modifications requested by the Client subsequent to prior approval.

**Hourly Rates:** Our hourly rates are as follows:

Partner	\$180.00 - \$300.00/Hour	Associate	\$100.00 - \$180.00/Hour
Principal	\$150.00 - \$250.00/Hour	Designer	\$ 80.00 - \$170.00/Hour
Director	\$140.00 - \$220.00/Hour	Construction Administration Manager	\$ 90.00 - \$140.00/Hour
Senior Associate	\$110.00 - \$200.00/Hour	Project Assistant	\$ 60.00 - \$ 90.00/Hour

All billing rates are subject to periodic adjustments at the discretion of LandDesign.

**Ownership and Use of Documents:** All documents provided by LandDesign under this Agreement ("Documents"), are and shall remain the property of LandDesign. The Client shall have an exclusive license to use, copy, and reproduce the Documents in connection with the construction, repair, maintenance and occupancy of the project. Such license shall not be transferable except with LandDesign's written consent, and shall become irrevocable upon payment in full of all amounts due under this Agreement. LandDesign shall not be responsible for changes made in the Documents by anyone other than LandDesign or for the Client's use of the Documents without the participation of LandDesign as provided in this Agreement. The Client shall indemnify and defend LandDesign against all claims and liability arising out of such changes or such use.

**Governing Body:** This Agreement shall be governed by the interpreted, construed, and enforced laws of the State of Florida.

**Termination:** Contract may be terminated at any time, by either LandDesign or Client, by notification in writing. In the event of termination, LandDesign shall be paid for services performed and reimbursable expenses incurred to the date of notification. Any expenses incurred by LandDesign due to termination of project by Client shall be paid by Client.

**Acts of God and Third Parties:** Notwithstanding any provision contained in this Contract to the contrary, LandDesign shall not be deemed in default hereunder, or otherwise liable or responsible, if any failure of its performance shall be due to any governmental regulations or controls, the need to obtain any governmental approvals, inability to obtain any material or service, strike, act of war, act of God, act of any third party, or any other cause whatsoever beyond the reasonable control of LandDesign, and the time for performance by LandDesign shall be extended by the period of delay resulting from or due to any of such causes.

**General Provisions:** LandDesign assumes no liability arising from this Contract Proposal or the work involved except in so far as it is liable for its acts or the acts of its employees. It is our policy to complete our services promptly and within established schedules, however, there is no expressed or implied guarantee as to when plans will be approved by the applicable governing agencies. We will progress our work in an expeditious and professional manner at all times.

**Liability:** LandDesign's liability for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of LandDesign's fee, whichever is greater. Such causes include, but are not limited to, LandDesign's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**Signage:** The Client shall allow for (1) freestanding LandDesign site signage at approved location, and/or allow for LandDesign identity to be incorporated into Client provided site signage.

# **BOGGY CREEK IMPROVEMENT DISTRICT**

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

**Boggy Creek Improvement District**

## Statement of Activities

As of 2/28/2019

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<b><u>Revenues</u></b>					
Off-Roll Assessments	\$595,495.38				\$595,495.38
Other Income & Other Financing Sources	367.61				367.61
Inter-Fund Transfers In	556.17				556.17
Other Assessments		\$1,252,021.30			1,252,021.30
Other Income & Other Financing Sources		316,772.10			316,772.10
Inter-Fund Group Transfers In		25,084.60			25,084.60
Other Income & Other Financing Sources			\$3,485,565.83		3,485,565.83
Inter-Fund Transfers In			(25,640.77)		(25,640.77)
Total Revenues	<u>\$596,419.16</u>	<u>\$1,593,878.00</u>	<u>\$3,459,925.06</u>	<u>\$0.00</u>	<u>\$5,650,222.22</u>
<b><u>Expenses</u></b>					
Supervisor Fees	\$2,000.00				\$2,000.00
Public Officials' Liability Insurance	3,250.00				3,250.00
Trustee Services	1,571.35				1,571.35
Management	15,625.00				15,625.00
Engineering	2,975.00				2,975.00
Dissemination Agent	1,250.00				1,250.00
District Counsel	5,403.87				5,403.87
Assessment Administration	7,500.00				7,500.00
Audit	3,023.00				3,023.00
Travel and Per Diem	51.30				51.30
Telephone	35.31				35.31
Postage & Shipping	68.46				68.46
Copies	529.50				529.50
Legal Advertising	2,625.22				2,625.22
Miscellaneous	1,671.60				1,671.60
Property Taxes	339.11				339.11
Web Site Maintenance	525.00				525.00
Holiday Decorations	802.00				802.00
Dues, Licenses, and Fees	175.00				175.00

# Boggy Creek Improvement District

## Statement of Activities

As of 2/28/2019

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
Electric	792.75				792.75
Water Reclaimed	12,646.99				12,646.99
General Insurance	3,687.00				3,687.00
Property & Casualty	3,322.00				3,322.00
Irrigation	12,102.46				12,102.46
Landscaping Maintenance & Material	89,790.00				89,790.00
Landscape Improvements	1,950.00				1,950.00
Flower & Plant Replacement	34,715.25				34,715.25
Contingency	1,550.00				1,550.00
IME - Aquatics Maintenance	1,356.86				1,356.86
IME - Irrigation	847.26				847.26
IME - Landscaping	33,197.10				33,197.10
IME - Lighting	1,284.99				1,284.99
IME - Miscellaneous	1,378.32				1,378.32
IME - Water Reclaimed	398.27				398.27
Entry and Wall Maintenance	1,050.00				1,050.00
Streetlights	19,870.68				19,870.68
Interest Payments		\$1,347,119.77			1,347,119.77
Engineering			\$61,752.83		61,752.83
District Counsel			1,433.50		1,433.50
Legal Advertising			869.41		869.41
Contingency			2,761,743.60		2,761,743.60
Total Expenses	\$269,360.65	\$1,347,119.77	\$2,825,799.34	\$0.00	\$4,442,279.76
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$23.56				\$23.56
Interest Income		\$4,668.48			4,668.48
Interest Income			\$30.14		30.14
Total Other Revenues (Expenses) & Gains (Losses)	\$23.56	\$4,668.48	\$30.14	\$0.00	\$4,722.18
<b>Change In Net Assets</b>	\$327,082.07	\$251,426.71	\$634,155.86	\$0.00	\$1,212,664.64
<b>Net Assets At Beginning Of Year</b>	(\$40,170.80)	\$4,412,579.42	(\$1,323,332.79)	\$0.00	\$3,049,075.83
<b>Net Assets At End Of Year</b>	\$286,911.27	\$4,664,006.13	(\$689,176.93)	\$0.00	\$4,261,740.47

**Boggy Creek Improvement District**  
Statement of Financial Position  
As of 2/28/2019

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$264,739.48				\$264,739.48
State Board of Administration	1,261.85				1,261.85
Due From Other Governmental Units	16,609.22				16,609.22
Deposits	4,300.00				4,300.00
Infrastructure Capital Reserve	0.62				0.62
Interchange Maintenance Reserve	0.10				0.10
Debt Service Reserve Series 2013		\$3,954,031.25			3,954,031.25
Debt Service Reserve Series 2018		708,770.17			708,770.17
Revenue Series 2013		170.60			170.60
Interest Series 2018		1,034.11			1,034.11
General Checking Account			\$13,126.20		13,126.20
Acquisition/Construction Series 2013			9,052.43		9,052.43
Acquisition/Construction Series 2018			13,881.37		13,881.37
Total Current Assets	<u>\$286,911.27</u>	<u>\$4,664,006.13</u>	<u>\$36,060.00</u>	<u>\$0.00</u>	<u>\$4,986,977.40</u>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$4,664,006.13	\$4,664,006.13
Amount To Be Provided				71,250,993.87	71,250,993.87
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$75,915,000.00</u>	<u>\$75,915,000.00</u>
<b>Total Assets</b>	<u><u>\$286,911.27</u></u>	<u><u>\$4,664,006.13</u></u>	<u><u>\$36,060.00</u></u>	<u><u>\$75,915,000.00</u></u>	<u><u>\$80,901,977.40</u></u>

**Boggy Creek Improvement District**  
Statement of Financial Position  
As of 2/28/2019

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u><b>Liabilities and Net Assets</b></u>					
<u><b>Current Liabilities</b></u>					
Accounts Payable			\$9,175.07		\$9,175.07
Retainage Payable			716,061.86		716,061.86
Total Current Liabilities	\$0.00	\$0.00	\$725,236.93	\$0.00	\$725,236.93
<u><b>Long Term Liabilities</b></u>					
Revenue Bonds Payable - Long-Term				\$75,915,000.00	\$75,915,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$75,915,000.00	\$75,915,000.00
<b>Total Liabilities</b>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$725,236.93</u>	<u>\$75,915,000.00</u>	<u>\$76,640,236.93</u>
<u><b>Net Assets</b></u>					
Net Assets, Unrestricted	\$70,114.13				\$70,114.13
Current Year Net Assets, Unrestricted	556.17				556.17
Net Assets - General Government	(110,284.93)				(110,284.93)
Current Year Net Assets - General Government	326,525.90				326,525.90
Net Assets, Unrestricted		(\$3,661,454.61)			(3,661,454.61)
Current Year Net Assets, Unrestricted		251,426.71			251,426.71
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			634,155.86		634,155.86
Net Assets - General Government			26,696,976.16		26,696,976.16
<b>Total Net Assets</b>	<u>\$286,911.27</u>	<u>\$4,664,006.13</u>	<u>(\$689,176.93)</u>	<u>\$0.00</u>	<u>\$4,261,740.47</u>
<b>Total Liabilities and Net Assets</b>	<u>\$286,911.27</u>	<u>\$4,664,006.13</u>	<u>\$36,060.00</u>	<u>\$75,915,000.00</u>	<u>\$80,901,977.40</u>

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

	Amount
<b>Series 2018 Bond Issue</b>	
Original Construction Fund - Not To Exceed	\$ 25,000,000.00
Additions (Interest, Transfers from DSR, etc.)	13,881.37
Cumulative Draws Through Prior Month	(7,708,822.99)
	=====
<b>Construction Funds Available</b>	<b>\$ 17,305,058.38</b>
 <b>Requisitions This Month</b>	
Requisition 2018-074: Hopping Green & Sams	\$ (1,010.50)
	=====
<b>Total Requisitions This Month</b>	<b>\$ (1,010.50)</b>
	=====
<b>Construction Funds Remaining</b>	<b>\$ 17,304,047.88</b>
 <b>Committed Funding</b>	
Lake Nona Nemours Parkway West and Lift Station No. 10 – Jon M. Hall Company	\$ (2,099,426.40)
Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way – Traffic Control De	(40,025.00)
Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way – Jon M. Hall Comp	(132,054.00)
Nemours Parkway & Lake Nona Boulevard - Traffic Control Devices	(99,845.30)
Lake Nona Medical City Drive Phase 2 – Bids Due April 6, 2018	-
	=====
<b>Total Committed Funding</b>	<b>\$ (2,371,350.70)</b>
	=====
<b>Net Uncommitted</b>	<b>14,932,697.18</b>

**Boggy Creek Improvement District**  
**Budget to Actual**  
**For the Month Ending 02/28/2019**

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<b><u>Revenues</u></b>				
Off-Roll Assessments	\$ 595,495.38	\$ 338,706.15	\$ 256,789.23	\$ 812,894.77
Other Income & Other Financing Sources	367.61	-	367.61	-
<b>Net Revenues</b>	<b>\$ 595,862.99</b>	<b>\$ 338,706.15</b>	<b>\$ 257,156.84</b>	<b>\$ 812,894.77</b>
<b><u>General &amp; Administrative Expenses</u></b>				
<b>Legislative</b>				
Supervisor Fees	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 4,800.00
<b>Financial &amp; Administrative</b>				
Public Officials' Liability Insurance	3,250.00	1,489.58	1,760.42	3,575.00
Trustee Services	1,571.35	833.33	738.02	2,000.00
Management	15,625.00	15,625.00	-	37,500.00
Engineering	2,975.00	4,166.67	(1,191.67)	10,000.00
Dissemination Agent	1,250.00	2,083.33	(833.33)	5,000.00
District Counsel	5,403.87	12,500.00	(7,096.13)	30,000.00
Assessment Administration	7,500.00	3,125.00	4,375.00	7,500.00
Audit	3,023.00	1,625.00	1,398.00	3,900.00
Arbitrage Calculation	-	500.00	(500.00)	1,200.00
Travel and Per Diem	51.30	208.33	(157.03)	500.00
Telephone	35.31	104.17	(68.86)	250.00
Postage & Shipping	68.46	125.00	(56.54)	300.00
Copies	529.50	1,041.67	(512.17)	2,500.00
Legal Advertising	2,625.22	1,250.00	1,375.22	3,000.00
Bank Fees	-	20.83	(20.83)	50.00
Miscellaneous	1,671.60	416.67	1,254.93	1,000.00
Property Taxes	339.11	-	339.11	-
Web Site Maintenance	525.00	520.83	4.17	1,250.00
Holiday Decorations	802.00	-	802.00	-
Dues, Licenses, and Fees	175.00	72.92	102.08	175.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 49,420.72</b>	<b>\$ 47,708.33</b>	<b>\$ 1,712.39</b>	<b>\$ 114,500.00</b>



**Boggy Creek Improvement District**  
 Budget to Actual  
 For the Month Ending 02/28/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<b><u>Field Operations Expenses</u></b>				
<b>Electric Utility Services</b>				
Electric	\$ 792.75	\$ 833.33	\$ (40.58)	\$ 2,000.00
Entry Lighting	-	208.33	(208.33)	500.00
<b>Water-Sewer Combination Services</b>				
Water Reclaimed	12,646.99	14,583.33	(1,936.34)	35,000.00
<b>Other Physical Environment</b>				
General Insurance	3,687.00	1,687.50	1,999.50	4,050.00
Property & Casualty	3,322.00	41.67	3,280.33	100.00
Other Insurance	-	208.33	(208.33)	500.00
Irrigation	12,102.46	12,500.00	(397.54)	30,000.00
Landscaping Maintenance & Material	89,790.00	89,790.00	-	215,496.00
Landscape Improvements	1,950.00	19,793.33	(17,843.33)	47,504.00
Tree Trimming	34,715.25	16,666.67	18,048.58	40,000.00
Hurricane Cleanup	-	8,333.33	(8,333.33)	20,000.00
Contingency	1,550.00	12,500.00	(10,950.00)	30,000.00
<b>Interchange Maintenance Expenses</b>				
IME - Aquatics Maintenance	1,356.86	1,435.42	(78.56)	3,445.00
IME - Irrigation	847.26	13,541.67	(12,694.41)	32,500.00
IME - Landscaping	33,197.10	33,197.13	(0.03)	79,673.10
IME - Lighting	1,284.99	8,333.33	(7,048.34)	20,000.00
IME - Miscellaneous	1,378.32	-	1,378.32	-
IME - Water Reclaimed	398.27	1,354.17	(955.90)	3,250.00
<b>Road &amp; Street Facilities</b>				
Entry and Wall Maintenance	1,050.00	4,166.67	(3,116.67)	10,000.00
Streetlights	19,870.68	34,166.67	(14,295.99)	82,000.00
<b>Parks &amp; Recreation</b>				
Personnel Leasing Agreement	-	8,333.33	(8,333.33)	20,000.00
<b>Reserves</b>				
Infrastructure Capital Reserve	-	8,402.78	(8,402.78)	20,166.67
Interchange Maintenance Reserve	-	983.33	(983.33)	2,360.00
<b>Total Field Operations Expenses</b>	<b>\$ 219,939.93</b>	<b>\$ 291,060.32</b>	<b>\$ (71,120.39)</b>	<b>\$ 698,544.77</b>
 <b>Total Expenses</b>	 <b>\$ 269,360.65</b>	 <b>\$ 338,768.65</b>	 <b>\$ (69,408.00)</b>	 <b>\$ 813,044.77</b>
 <b>Income (Loss) from Operations</b>	 <b>\$ 326,502.34</b>	 <b>\$ (62.50)</b>	 <b>\$ 326,564.84</b>	 <b>\$ (150.00)</b>
<b><u>Other Income (Expense)</u></b>				
Interest Income	\$ 23.56	\$ 62.50	\$ (38.94)	\$ 150.00
<b>Total Other Income (Expense)</b>	<b>\$ 23.56</b>	<b>\$ 62.50</b>	<b>\$ (38.94)</b>	<b>\$ 150.00</b>
 <b>Net Income (Loss)</b>	 <b>\$ 326,525.90</b>	 <b>\$ -</b>	 <b>\$ 326,525.90</b>	 <b>\$ -</b>

# Boggy Creek Improvement District

Budget to Actual

For the Month Ending 02/28/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	YTD Actual
<b><u>Revenues</u></b>						
Off-Roll Assessments	\$ 406,447.46	\$ -	\$ -	\$ 47,014.01	\$ 142,033.91	\$ 595,495.38
Other Income & Other Financing Sources	-	-	-	-	367.61	367.61
<b>Net Revenues</b>	<b>\$ 406,447.46</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 47,014.01</b>	<b>\$ 142,401.52</b>	<b>\$ 595,862.99</b>
<b><u>General &amp; Administrative Expenses</u></b>						
<b>Legislative</b>						
Supervisor Fees	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 2,000.00
<b>Financial &amp; Administrative</b>						
Public Officials' Liability Insurance	3,250.00	-	-	-	-	3,250.00
Trustee Services	1,571.35	-	-	-	-	1,571.35
Management	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	15,625.00
Engineering	-	806.00	887.00	648.50	633.50	2,975.00
Dissemination Agent	-	-	-	-	1,250.00	1,250.00
District Counsel	-	-	1,449.10	1,789.00	2,165.77	5,403.87
Assessment Administration	7,500.00	-	-	-	-	7,500.00
Audit	-	-	-	-	3,023.00	3,023.00
Arbitrage Calculation	-	-	-	-	-	-
Travel and Per Diem	-	9.31	18.33	9.22	14.44	51.30
Telephone	-	-	6.49	28.82	-	35.31
Postage & Shipping	-	13.06	20.63	34.77	-	68.46
Copies	-	88.50	180.00	93.00	168.00	529.50
Legal Advertising	1,253.86	978.86	-	196.25	196.25	2,625.22
Bank Fees	-	-	-	-	-	-
Miscellaneous	-	1,672.95	(1.35)	-	-	1,671.60
Property Taxes	-	339.11	-	-	-	339.11
Web Site Maintenance	105.00	105.00	105.00	105.00	105.00	525.00
Holiday Decorations	-	-	802.00	-	-	802.00
Dues, Licenses, and Fees	175.00	-	-	-	-	175.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 17,380.21</b>	<b>\$ 7,537.79</b>	<b>\$ 6,992.20</b>	<b>\$ 6,429.56</b>	<b>\$ 11,080.96</b>	<b>\$ 49,420.72</b>

# Boggy Creek Improvement District

Budget to Actual

For the Month Ending 02/28/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	YTD Actual
<b>Field Operations</b>						
<b>Electric Utility Services</b>						
Electric	\$ -	\$ 196.70	\$ 200.67	\$ 197.53	\$ 197.85	\$ 792.75
Entry Lighting	-	-	-	-	-	-
<b>Water-Sewer Combination Services</b>						
Water Reclaimed	-	4,295.18	3,679.25	1,960.29	2,712.27	12,646.99
<b>Other Physical Environment</b>						
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	12,102.46
Landscaping Maintenance & Material	17,958.00	17,958.00	17,958.00	17,958.00	17,958.00	89,790.00
Landscape Improvements	-	1,950.00	-	-	-	1,950.00
Tree Trimming	-	14,865.20	4,400.45	3,550.00	11,899.60	34,715.25
Hurricane Cleanup	-	-	-	-	-	-
Contingency	-	-	-	1,500.00	50.00	1,550.00
<b>Interchange Maintenance Expenses</b>						
IME - Aquatics Maintenance	-	542.75	271.37	271.37	271.37	1,356.86
IME - Irrigation	-	-	9.75	534.04	303.47	847.26
IME - Landscaping	6,639.42	6,639.42	6,639.42	6,639.42	6,639.42	33,197.10
IME - Lighting	88.72	236.94	181.21	95.38	682.74	1,284.99
IME - Miscellaneous	-	-	1,142.70	235.62	-	1,378.32
IME - Water Reclaimed	-	86.11	128.28	83.87	100.01	398.27
<b>Road &amp; Street Facilities</b>						
Entry and Wall Maintenance	-	-	1,050.00	-	-	1,050.00
Streetlights	-	4,791.66	5,124.66	5,127.18	4,827.18	19,870.68
<b>Parks &amp; Recreation</b>						
Personnel Leasing Agreement	-	-	-	-	-	-
<b>Reserves</b>						
Infrastructure Capital Reserve	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-
<b>Total Field Operations Expenses</b>	<b>\$ 30,291.14</b>	<b>\$ 58,196.46</b>	<b>\$ 42,620.22</b>	<b>\$ 41,730.20</b>	<b>\$ 47,101.91</b>	<b>\$ 219,939.93</b>
<b>Total Expenses</b>	<b>\$ 47,671.35</b>	<b>\$ 65,734.25</b>	<b>\$ 49,612.42</b>	<b>\$ 48,159.76</b>	<b>\$ 58,182.87</b>	<b>\$ 269,360.65</b>
<b>Income (Loss) from Operations</b>	<b>\$ 358,776.11</b>	<b>\$ (65,734.25)</b>	<b>\$ (49,612.42)</b>	<b>\$ (1,145.75)</b>	<b>\$ 84,218.65</b>	<b>\$ 326,502.34</b>
<b>Other Income (Expense)</b>						
Interest Income	\$ 0.90	\$ 8.83	\$ 6.13	\$ 2.44	\$ 5.26	\$ 23.56
<b>Total Other Income (Expense)</b>	<b>\$ 0.90</b>	<b>\$ 8.83</b>	<b>\$ 6.13</b>	<b>\$ 2.44</b>	<b>\$ 5.26</b>	<b>\$ 23.56</b>
<b>Net Income (Loss)</b>	<b>\$ 358,777.01</b>	<b>\$ (65,725.42)</b>	<b>\$ (49,606.29)</b>	<b>\$ (1,143.31)</b>	<b>\$ 84,223.91</b>	<b>\$ 326,525.90</b>

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	-	-	-	-	264,739.48 as of 03/05/2019
FY 19 Totals		17,068.72	(41,296.44)	558,643.98	(347,759.18)	

As of 03/05/2019