

Boggy Creek Improvement District

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

www.boggycreekid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at **3:30 p.m. on Tuesday, 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 (*provided under separate cover*)**

Business Matters

2. **Consideration of RFP for District Landscaping & Common Area Maintenance (*provided under separate cover*)**
3. **Consideration of Master Lighting Installation Upgrade and Service Agreement – Nemours Parkway Phase 7**
4. **Ratification of Requisition Nos. 2018-58 – 70 Approved in February 2019 in an amount totaling \$1,507,491.00**
5. **Ratification of Operation and Maintenance Expenditures Paid in February 2019 in an amount totaling \$83,538.65**
6. **Recommendation of Work Authorizations/Proposed Services (*if applicable*)**
7. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

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

Adjournment

BOGGY CREEK IMPROVEMENT DISTRICT

**Minutes of the February 19, 2019
Board of Supervisors' Meeting**
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

**RFP for District Landscaping & Common
Area Maintenance**
(provided under separate cover)

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:

Name: _____

Name: _____

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

Attorney for OUC

Date: _____

ORLANDO UTILITIES COMMISSION

By: _____

Clint Bullock
General Manager & CEO

Attest: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

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

Notary Public

Printed Name Below Signature

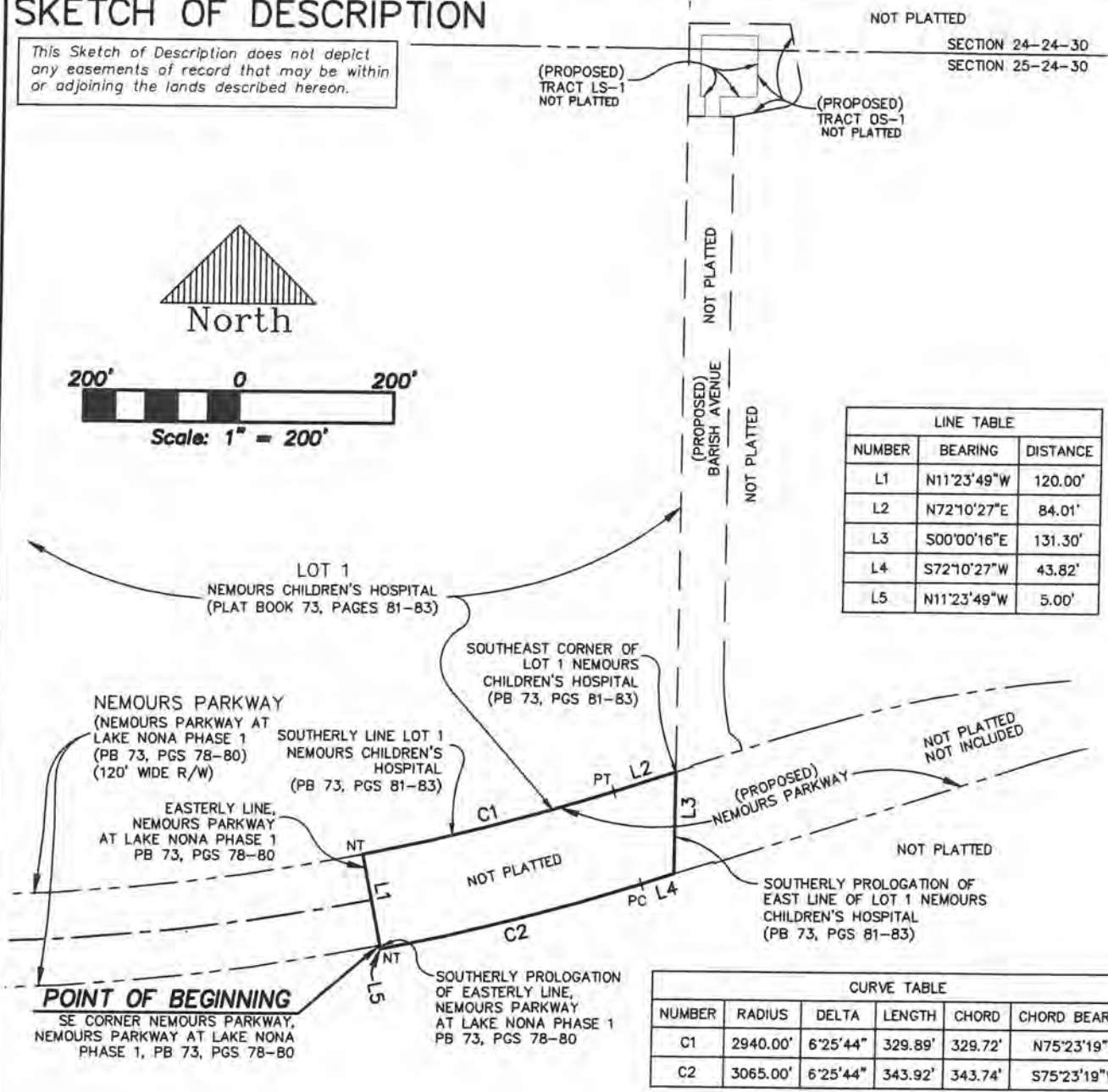
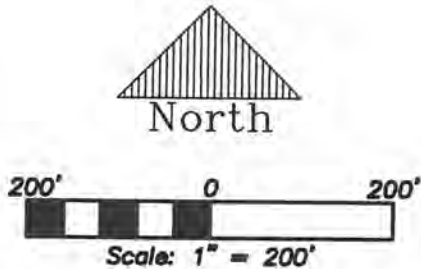
My Commission Expires

EXHIBIT 1
THE PROPERTY

See attached description and sketch

SKETCH OF DESCRIPTION

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



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

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

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. CERTIFICATE OF AUTHORIZATION NO. LB68			
Robert "Tyler" Sears 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	CHECKED BY: RTS	JOB NO.	SCALE
DATE: 10/2018	DATE: 10/2018	16106	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>
DATE: <u>10/2018</u>	DATE: <u>10/2018</u>			OF <u>2</u>

EXHIBIT 1 (Continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

PROPERTY / PREMISE LOCATION INFORMATION

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

BILLING INFORMATION

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

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

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

EXHIBIT 2

INITIAL LIGHTING PLAN

(12ea) 20' 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
		\$1,507,491.00

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.

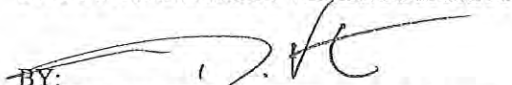
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The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

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.
1/14/19

RECEIVED FEB 12 2019

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.

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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:	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">• Invoice 36156 for Project 16193 (Lake Nona Town Center Parcel 22A Perimeter Road, Lift Station 10 and Forcemain) Through 12/28/2018 – \$4,532.82• Invoice 36160 for Project 18024 (Lake Nona Boulevard North of SR 417) Through 12/28/2018 – \$900.00• Invoice 36161 for Project 18128 (Nemours Parkway Phase 7 – Construction Phase Services – BCID) Through 12/28/2018 – \$757.25		

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 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.

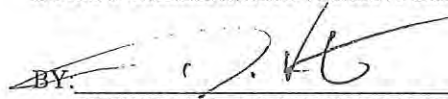
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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN
Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:



DISTRICT ENGINEER

RECEIVED FEB 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.

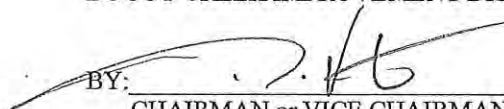
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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN
Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  1/29/19
DISTRICT ENGINEER Jeffery 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.

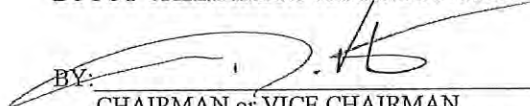
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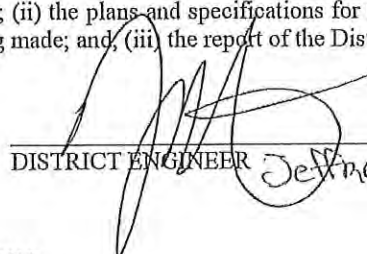
BOGGY CREEK IMPROVEMENT DISTRICT

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">• Pay Application #11 for Project 18007 (Lake Nona Nemours Pkwy West & Lift Station) Through 12/25/2018 – \$553,960.19• Pay Application #12 for Project 18007 (Lake Nona Nemours Pkwy West & Lift Station) Through 01/25/2019 – \$917,679.73		

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

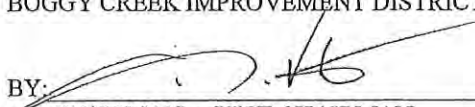
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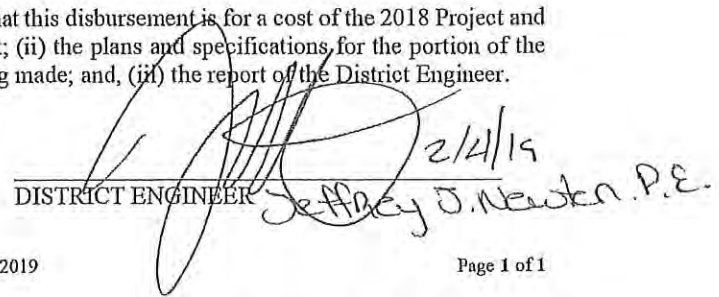
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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN
Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  2/4/19
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.

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">• Invoice 275330 for Project 63084.04 (Lake Nona Blvd at Helios Blvd. Traffic Signal Design) Through 11/03/2018 – \$9,580.00• Invoice 279064 for Project 63084.04 (Lake Nona Blvd at Helios Blvd. Traffic Signal Design) Through 12/29/2018 – \$3,142.00		

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

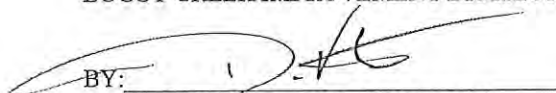
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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN
Damon Ventura

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:


DISTRICT ENGINEER

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 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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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. 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.

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

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

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

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

BOGGY CREEK IMPROVEMENT DISTRICT

BY: _____
CHAIRMAN or VICE CHAIRMAN

Richard L. Leroy

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY: _____
DISTRICT ENGINEER

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.

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

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

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

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

BOGGY CREEK IMPROVEMENT DISTRICT

BY:

CHAIRMAN or VICE CHAIRMAN

Richard L. Leroy

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:

DISTRICT ENGINEER

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

3/5/19
11:27:35 AM

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

Page: 1

Check No.	Date	Status	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
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
BANK SUN REGISTER TOTAL:					\$75,336.12
GRAND TOTAL :					\$75,336.12

75,336.12
8,802.53
83,538.65

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #385

1/25/2019

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	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	Carol King Landscape Maintenance		
	Interchange Spray Repairs	164405	\$ 63.00
	Interchange Broken Spray Replacements	164406	\$ 933.75
3	Fishkind & Associates		
	DM Fee & Reimbursables: January 2019	23997	\$ 3,290.81
4	Hathaway's Tree Farm & Landscaping		
	Tree Replacement	8481	\$ 3,550.00
TOTAL			\$ 8,746.56



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

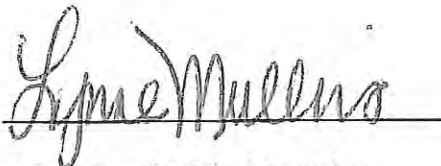
BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #387

2/8/2019

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control February Waterway Service	33314	\$ 835.00
2	BrightView Landscape Services 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	Carol King Landscape Maintenance Interchange Irrigation Services	164709	\$ 933.75
4	Grau and Associates FY 2019 Audit	17504	\$ 3,000.00
5	OUC <i>pd online 2/13/19</i> Acct: 2562183178 ; Service 01/02/2019 - 02/01/2019	—	\$ 8,202.53
6	VenturesIn.com February Application Hosting	44293	\$ 105.00

TOTAL \$ 38,871.38



Secretary/Assistant Secretary

Chairperson



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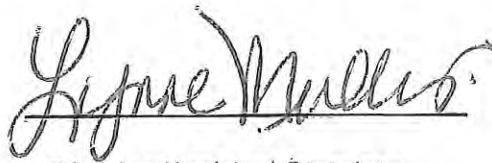
BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #388

2/15/2019


Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	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	Carol King Landscape Maintenance		
	February Interchange Landscape Maintenance	164739	\$ 20,429.00
3	Donald W McIntosh Associates		
	Engineering Services Through 01/25/2019	36205	\$ 633.50
4	Fishkind & Associates		
	DM Fee & Reimbursables: February 2019	24182	\$ 3,307.44
5	HTFL		
	Tree & Plant Replacement	8497	\$ 4,885.00

TOTAL \$ 29,892.44



Secretary/Assistant Secretary

Chairperson


2/18/19

RECEIVED FEB 18 2019

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #389

2/22/2019

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



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

**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
<u>Revenues</u>					
Off-Roll Assessments	\$595,495.38				\$595,495.38
Other Income & Other Financing Sources	367.61				367.61
Inter-Fund Transfers In	556.17				556.17
Other Assessments		\$1,252,021.30			1,252,021.30
Other Income & Other Financing Sources		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>
<u>Expenses</u>					
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
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
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
Change In Net Assets	\$327,082.07	\$251,426.71	\$634,155.86	\$0.00	\$1,212,664.64
Net Assets At Beginning Of Year	(\$40,170.80)	\$4,412,579.42	(\$1,323,332.79)	\$0.00	\$3,049,075.83
Net Assets At End Of Year	\$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
<u>Assets</u>					
<u>Current Assets</u>					
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>
<u>Investments</u>					
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>
Total Assets	<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>Liabilities and Net Assets</u>					
<u>Current Liabilities</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>Long Term Liabilities</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
Total Liabilities	\$0.00	\$0.00	\$725,236.93	\$75,915,000.00	\$76,640,236.93
<u>Net Assets</u>					
Net Assets, Unrestricted	\$70,114.13				\$70,114.13
Current Year Net Assets, Unrestricted	556.17				556.17
Net Assets - General Government	(110,284.93)				(110,284.93)
Current Year Net Assets - General Government	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
Total Net Assets	\$286,911.27	\$4,664,006.13	(\$689,176.93)	\$0.00	\$4,261,740.47
Total Liabilities and Net Assets	\$286,911.27	\$4,664,006.13	\$36,060.00	\$75,915,000.00	\$80,901,977.40

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

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Revenues</u>				
Off-Roll Assessments	\$ 595,495.38	\$ 338,706.15	\$ 256,789.23	\$ 812,894.77
Other Income & Other Financing Sources	367.61	-	367.61	-
Net Revenues	\$ 595,862.99	\$ 338,706.15	\$ 257,156.84	\$ 812,894.77
<u>General & Administrative Expenses</u>				
<u>Legislative</u>				
Supervisor Fees	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 4,800.00
<u>Financial & Administrative</u>				
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
Total General & Administrative Expenses	\$ 49,420.72	\$ 47,708.33	\$ 1,712.39	\$ 114,500.00

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

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Field Operations Expenses</u>				
Electric Utility Services				
Electric	\$ 792.75	\$ 833.33	\$ (40.58)	\$ 2,000.00
Entry Lighting	-	208.33	(208.33)	500.00
Water-Sewer Combination Services				
Water Reclaimed	12,646.99	14,583.33	(1,936.34)	35,000.00
Other Physical Environment				
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
Interchange Maintenance Expenses				
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
Road & Street Facilities				
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
Parks & Recreation				
Personnel Leasing Agreement	-	8,333.33	(8,333.33)	20,000.00
Reserves				
Infrastructure Capital Reserve	-	8,402.78	(8,402.78)	20,166.67
Interchange Maintenance Reserve	-	983.33	(983.33)	2,360.00
Total Field Operations Expenses	\$ 219,939.93	\$ 291,060.32	\$ (71,120.39)	\$ 698,544.77
 Total Expenses	 \$ 269,360.65	 \$ 338,768.65	 \$ (69,408.00)	 \$ 813,044.77
 Income (Loss) from Operations	 \$ 326,502.34	 \$ (62.50)	 \$ 326,564.84	 \$ (150.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 23.56	\$ 62.50	\$ (38.94)	\$ 150.00
Total Other Income (Expense)	\$ 23.56	\$ 62.50	\$ (38.94)	\$ 150.00
 Net Income (Loss)	 \$ 326,525.90	 \$ -	 \$ 326,525.90	 \$ -

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
<u>Revenues</u>						
Off-Roll Assessments	\$ 406,447.46	\$ -	\$ -	\$ 47,014.01	\$ 142,033.91	\$ 595,495.38
Other Income & Other Financing Sources	-	-	-	-	367.61	367.61
Net Revenues	\$ 406,447.46	\$ -	\$ -	\$ 47,014.01	\$ 142,401.52	\$ 595,862.99
<u>General & Administrative Expenses</u>						
Legislative						
Supervisor Fees	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 2,000.00
Financial & Administrative						
Public Officials' Liability Insurance	3,250.00	-	-	-	-	3,250.00
Trustee Services	1,571.35	-	-	-	-	1,571.35
Management	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	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
Total General & Administrative Expenses	\$ 17,380.21	\$ 7,537.79	\$ 6,992.20	\$ 6,429.56	\$ 11,080.96	\$ 49,420.72

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
Field Operations						
Electric Utility Services						
Electric	\$ -	\$ 196.70	\$ 200.67	\$ 197.53	\$ 197.85	\$ 792.75
Entry Lighting	-	-	-	-	-	-
Water-Sewer Combination Services						
Water Reclaimed	-	4,295.18	3,679.25	1,960.29	2,712.27	12,646.99
Other Physical Environment						
General Insurance	3,687.00	-	-	-	-	3,687.00
Property & Casualty Insurance	49.00	3,273.00	-	-	-	3,322.00
Other Insurance	-	-	-	-	-	-
Irrigation	1,869.00	3,361.50	1,834.46	3,577.50	1,460.00	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
Interchange Maintenance Expenses						
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
Road & Street Facilities						
Entry and Wall Maintenance	-	-	1,050.00	-	-	1,050.00
Streetlights	-	4,791.66	5,124.66	5,127.18	4,827.18	19,870.68
Parks & Recreation						
Personnel Leasing Agreement	-	-	-	-	-	-
Reserves						
Infrastructure Capital Reserve	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-
Total Field Operations Expenses	\$ 30,291.14	\$ 58,196.46	\$ 42,620.22	\$ 41,730.20	\$ 47,101.91	\$ 219,939.93
Total Expenses	\$ 47,671.35	\$ 65,734.25	\$ 49,612.42	\$ 48,159.76	\$ 58,182.87	\$ 269,360.65
Income (Loss) from Operations	\$ 358,776.11	\$ (65,734.25)	\$ (49,612.42)	\$ (1,145.75)	\$ 84,218.65	\$ 326,502.34
Other Income (Expense)						
Interest Income	\$ 0.90	\$ 8.83	\$ 6.13	\$ 2.44	\$ 5.26	\$ 23.56
Total Other Income (Expense)	\$ 0.90	\$ 8.83	\$ 6.13	\$ 2.44	\$ 5.26	\$ 23.56
Net Income (Loss)	\$ 358,777.01	\$ (65,725.42)	\$ (49,606.29)	\$ (1,143.31)	\$ 84,223.91	\$ 326,525.90

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

	Amount
Series 2018 Bond Issue	
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)
	=====
Construction Funds Available	\$ 17,305,058.38
 Requisitions This Month	
Requisition 2018-074: Hopping Green & Sams	\$ (1,010.50)
	=====
Total Requisitions This Month	\$ (1,010.50)
	=====
Construction Funds Remaining	\$ 17,304,047.88
 Committed Funding	
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	-
	=====
Total Committed Funding	\$ (2,371,350.70)
	=====
Net Uncommitted	14,932,697.18

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