

BOGGY CREEK IMPROVEMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Boggy Creek Improvement District was called to order on Tuesday, October 20, 2020, at 3:59p.m. via telephonic conferencing due to the COVID-19 Executive Order 20-246.

Present via phone:

Richard Levey	Chairperson
Damon Ventura	Vice Chairman
Thad Czapka	Assistant Secretary
Jamie Bennett	Assistant Secretary

Also attending via phone:

Lynne Mullins	PFM
Jennifer Walden	PFM
Kevin Plenzler	PFM
Ralph Ireland	Tavistock
Dan Byrnes	Tavistock
Tucker Mackie	Hopping Green & Sams
Deb Sier	Hopping Green & Sams
Jeff Newton	Donald W. McIntosh Associates
Larry Kaufmann	Construction Supervisor & Construction Committee Member

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey asked for any public comments. There were no comments at this time.

THIRD ORDER OF BUSINESS

Discussion Regarding Executive Order 20-246

Ms. Walden stated the Executive Order is included in the packet which states the District is able to hold their meetings via telephonic conferencing due to the COVID-19 situation. Also included is a proof of the ad that notes the Executive Order as well as the telephonic conferencing information so the public can join.

Ms. Mackie noted this is likely to be the last extension and staff will work to give advance notice to all of the board Members as to the location of the next meeting for November which will likely be held at the Courtyard Marriott next to Tavistock's Offices.

FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the September 21, 2020, Board of Supervisors' Meeting

Board Members reviewed the minutes from the September 21, 2020, Board of Supervisors' Meeting.

On Motion by Ms. Bennett, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the September 21, 2020, Board of Supervisors' Meeting.

FIFTH ORDER OF BUSINESS

Matters Pertaining to Local Alternative Mobility Network ("LAMN")

- a) Presentation Regarding LAMN
- b) Presentation of Preliminary Operation and Maintenance Assessment Methodology Report
- c) Interlocal Agreement Among the Boggy Creek Improvement District, the Myrtle Creek Improvement District, the Greenway Improvement District and the Poitras East Community Development District Regarding Maintenance of the Greenlink Improvements within the Local Alternative Mobility Network
- d) Consideration of Revised Second Amended and Restated Engineer's Report for Capital Improvements for Infrastructure

Mr. Ireland presented information regarding the LAMN (Minutes Exhibit A). Lake Nona and the four Districts are benefited by a \$20,000,0000.00 Federal Grant that was awarded to Orange County and will help support development of a Local Alternative Mobility Network to benefit all of Lake Nona. Mr. Plenzler then presented the Preliminary Operation and Maintenance Assessment Methodology Report. Mr. Ventura asked about the basis for the Amenity ERUs and Mr. Plenzler responded they used the ERU as a metric to

estimate and allocate the Amenity value for the liner park piece and felt it was a reasonable way to approach the allocation for that component. Mr. Ventura asked if it is a brand new ERU methodology and Mr. Plenzler stated the ERU factors that are being used are the same ERU factors based on the Master Methodologies for each of the District's. A lengthy discussion took place about the ERU allocations.

Mr. Czapka asked about the effect on individual homeowners regarding O&M Assessments. Mr. Plenzler stated there are some multi-family units planned but there is nothing in place to date and their estimates would increase by roughly \$55.00 per unit annually as compared with the District's current O&M Budget. Dr. Levey requested a motion to approve the Preliminary Operation and Maintenance Assessment Methodology Report.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Preliminary Operation and Maintenance Assessment Methodology Report.

Ms. Mackie presented the Interlocal Agreement (Minutes Exhibit B), which identifies Boggy Creek ID as the operating entity for purposes of the maintenance of the Greenlink Improvements. Section 2.3 has blank percentages but will be filled in with the percentage allocations outlined in Table 9 of the Methodology Report prior to execution. Mr. Ventura asked if the other District's approved this or have any questions. Dr. Levey stated Greenway had a lot of questions, but they are on board. Dr. Levey requested a motion to approve Resolution 2021-01, Interlocal Agreement Among the Boggy Creek Improvement District, the Myrtle Creek Improvement District, the Greenway Improvement District and the Poitras East Community Development District Regarding Maintenance of the Greenlink Improvements within the Local Alternative Mobility Network.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Interlocal Agreement Among the Boggy Creek Improvement District, the Myrtle Creek Improvement District, the Greenway Improvement District and the Poitras East Community Development District Regarding Maintenance of the Greenlink Improvements within the Local Alternative Mobility Network.

Mr. Newton presented the Revised Second Amended and Restated Engineer's Report for Capital Improvements for Infrastructure. The exhibits at the end of the report are the only changes. There used to be three exhibits, but it has been narrowed to only two exhibits. One shows the improvements completed by the District to date and the second exhibit shows the planned improvements by the District. The most significant addition was showing the multimodal bridge crossing Lake Nona Boulevard. Also added to the exhibit is the potential 4-laning of Medical City Drive. Mr. Ventura asked questions regarding the funding. Mr. Byrnes stated most of the funding is coming from the Federal Grant and the Developer. The District financing for the Capital Improvement Plan is not proposed to increase so the estimated costs in Table 1 were not changed. Dr. Levey requested a motion to approve the Revised Second Amended and Restated Engineer's Report for Capital Improvements for Infrastructure.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Revised Second Amended and Restated Engineer's Report for Capital Improvements for Infrastructure.

SIXTH ORDER OF BUSINESS

**Consideration of FY 2020
Audit Engagement Letter -
Tabled**

Mrs. Walden requested this item be tabled.

SEVENTH ORDER OF BUSINESS

**Ratification of Requisition
Nos. 2018-170 – 2018-173 paid
in September 2020 in the
amount totaling \$7,356.74**

Board Members reviewed Requisition Nos. 2018-170 – 2018-173 paid in September 2020 in the amount totaling \$7,151.53

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 2018-170 – 2018-173 paid in September 2020 in the amount totaling \$7,151.53

EIGHTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures
paid in September 2020 in an
amount totaling \$130,374.34**

Board Members reviewed the Operation & Maintenance expenditures paid in September 2020 in an amount totaling \$130,374.34

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Operation & Maintenance Expenditures paid in September 2020 in an amount totaling \$130,374.34.

NINTH ORDER OF BUSINESS

**Recommendation of Work
Authorizations/Proposed
Services**

Mr. Kaufmann stated that there were no Work Authorizations for this Board.

TENTH ORDER OF BUSINESS

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

Board Members reviewed the Statement of Financial Position and Budget to Actual YTD. Ms. Walden stated that the budget to actual and financials are through the end of September. The District has had \$745,500 in expenses vs. an overall budget of \$920,500. The District has up to 60 days past the end of the Fiscal Year to incur expenses so the District will have more updated numbers next month. The District will also need to adopt a revised budget for Fiscal Year 2020. There was no action required by the Board.

ELEVENTH ORDER OF BUSINESS

Staff Reports

District Counsel –

No Report

District Manager –

Ms. Walden noted the next meeting is scheduled for Tuesday, November 10, 2020, which is the 2nd Tuesday of the month and will be held in person at the Courtyard Orlando Lake Nona.

District Engineer –

Mr. Newton provided the Construction Status Memo (Exhibit C) and stated there is no action required by the Board.

Construction Supervisor –

No Report

District Landscape Supervisor – No Report

TWELFTH ORDER OF BUSINESS

Supervisor and Audience Comments & Adjournment

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

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the October 20, 2020, meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.


Secretary/Assistant Secretary

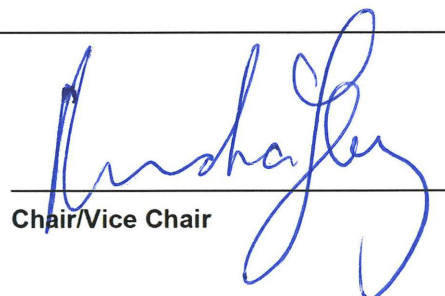

Chair/Vice Chair

EXHIBIT A

LOCAL ALTERNATIVE MOBILITY NETWORK



Reimagining Mobility Project

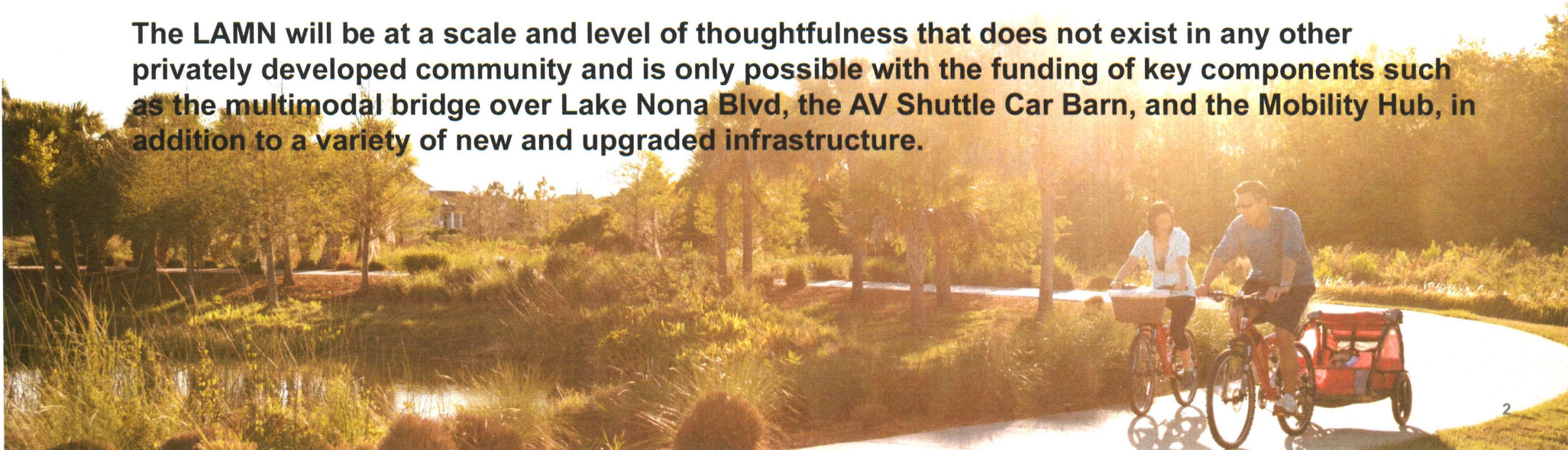
Local Alternative Mobility Network
Orange County, Florida



LAMN Overview

Lake Nona will be home to a first of its kind, robust Local Alternative Mobility Network (LAMN). The LAMN will tie into existing and future infrastructure and integrate multi-modal systems into a rapidly developing urban fabric. Accommodating pedestrians, cyclists (both casual and commuter), electric assist personal vehicles, and a fleet of autonomous vehicles (AV), the project will both modify existing and create new infrastructure consisting of multi-use corridors, dedicated commuter ways, mobility hubs, and AV support infrastructure. The LAMN will reduce automobile dependency and better connect residents, visitors, and students to employment, medical facilities, essential services, retail, education, and entertainment.

The LAMN will be at a scale and level of thoughtfulness that does not exist in any other privately developed community and is only possible with the funding of key components such as the multimodal bridge over Lake Nona Blvd, the AV Shuttle Car Barn, and the Mobility Hub, in addition to a variety of new and upgraded infrastructure.



PRIMARY COMPONENTS



MOBILITY NETWORK

- Infrastructure and amenities required for AV fleet, bicycles and other micro-mobility personal vehicles, and pedestrians
- Currently in schematic design



GREENLINK

- A linear mobility park that replaces a traditional vehicular roadway with a water conveyance system
- Connects the mixed-use district with Town Center and Village Center
- Currently in pre-construction



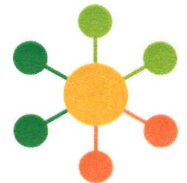
GREENLINK BRIDGE

- Dedicated AV, bicycle, & pedestrian bridge crossing Lake Nona Blvd
- Connects Town Center with the Greenlink
- Currently in concept design



CAR BARN

- Storage, training course, and maintenance for the AV fleet
- Schematic design complete



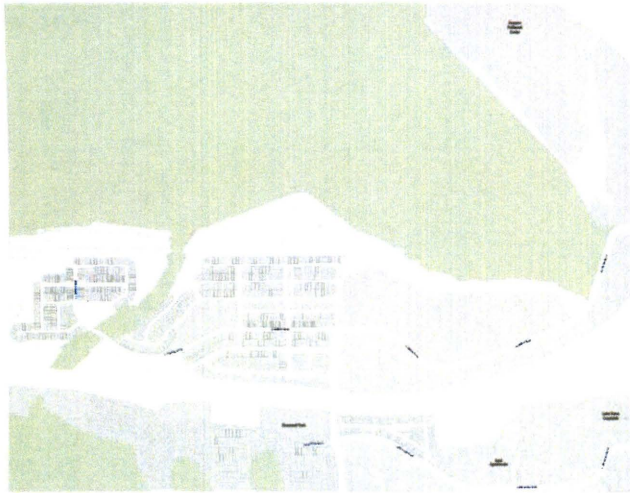
MOBILITY HUB

- Facility for recreational and commuters for all modes of personal micro-mobility transportation
- Located in Town Center
- Currently in concept design

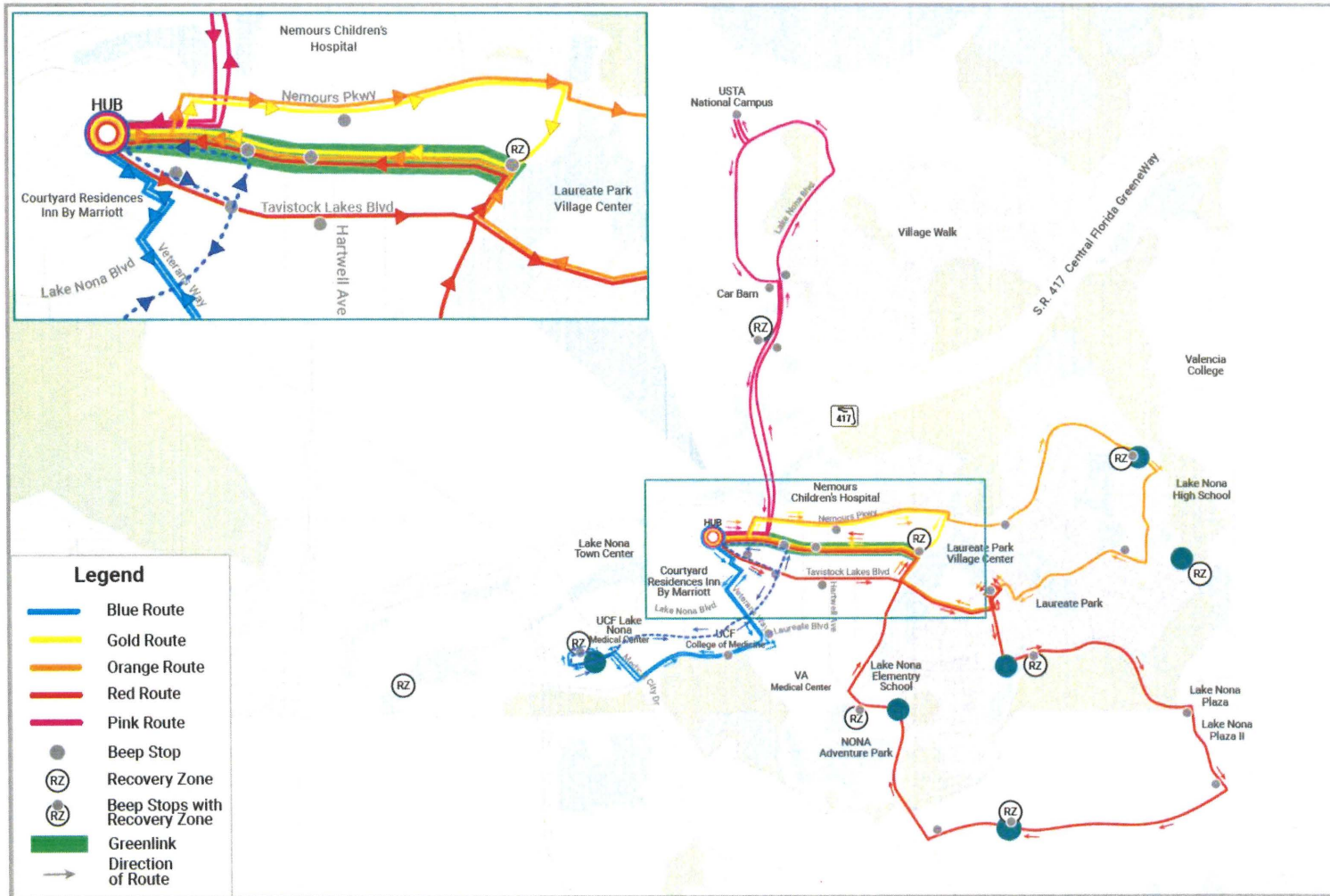
MICROMOBILITY NETWORK

MICROMOBILITY NETWORK

- Nearly 5 miles of dedicated micromobility commuter lanes
- Enhancement of 25 miles of on-street dedicated bicycle lanes
- 6 additional miles of multi-use trails



PROPOSED AV SHUTTLE NETWORK



AV NETWORK

- 15.5 miles of shared right-of-way routes
- Nearly 2 miles of dedicated AV shuttle lanes
- Flexibility for future route changes and expansion

AV & MICROMOBILITY NETWORK AMENITIES

AV SHUTTLE STOPS W/ SHELTER

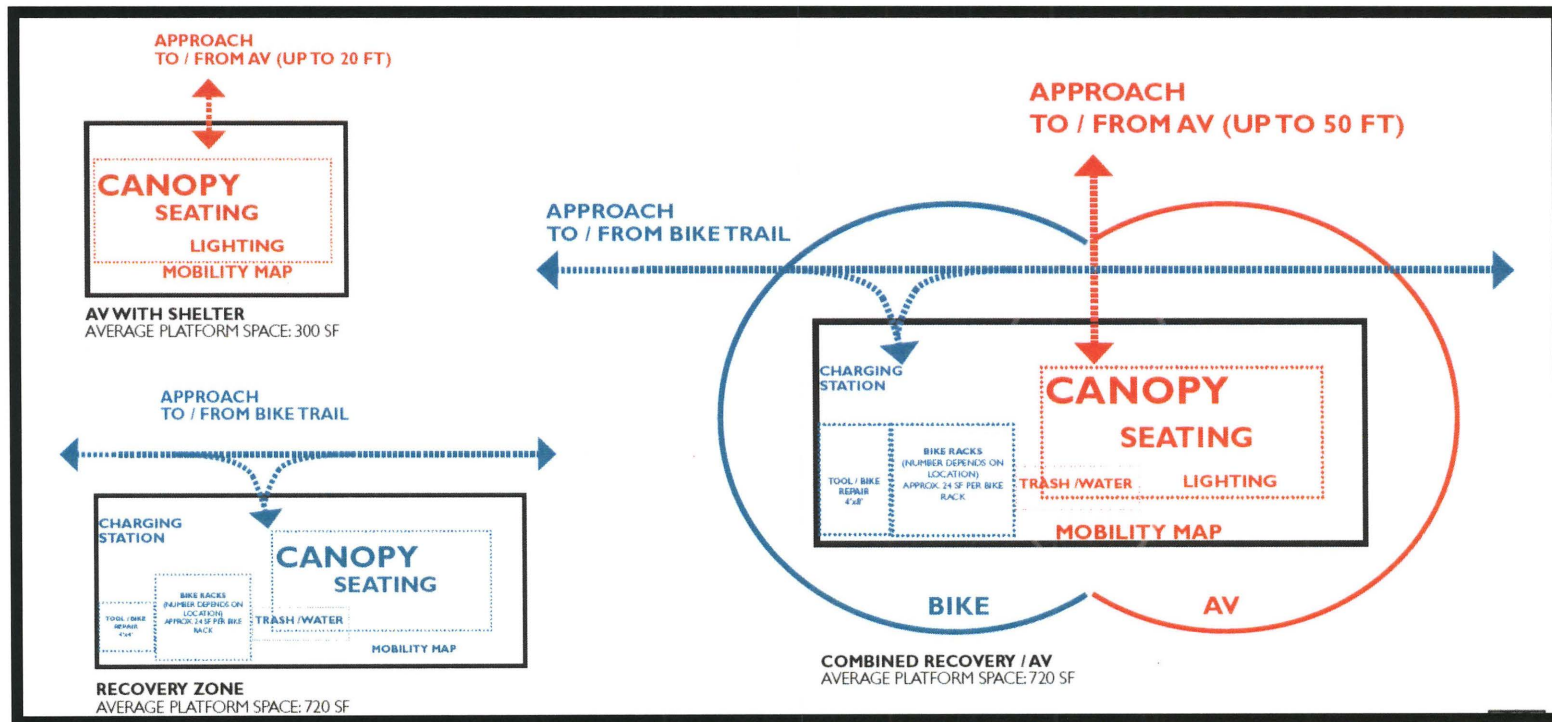
Of the 25 AV stops, 2 will be dedicated w/ shelter

RECOVERY ZONES

9 total planned Recovery Zones

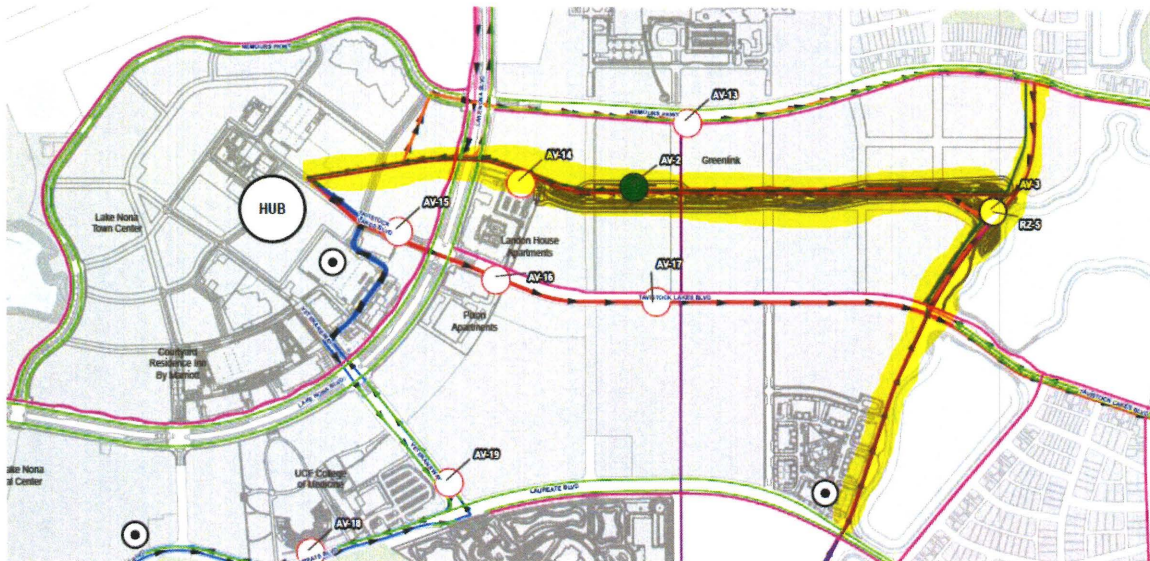
COMBINED RECOVERY ZONES W/ AV STOPS

Of the 9 Recovery Zones, 2 will be combined with AV stops



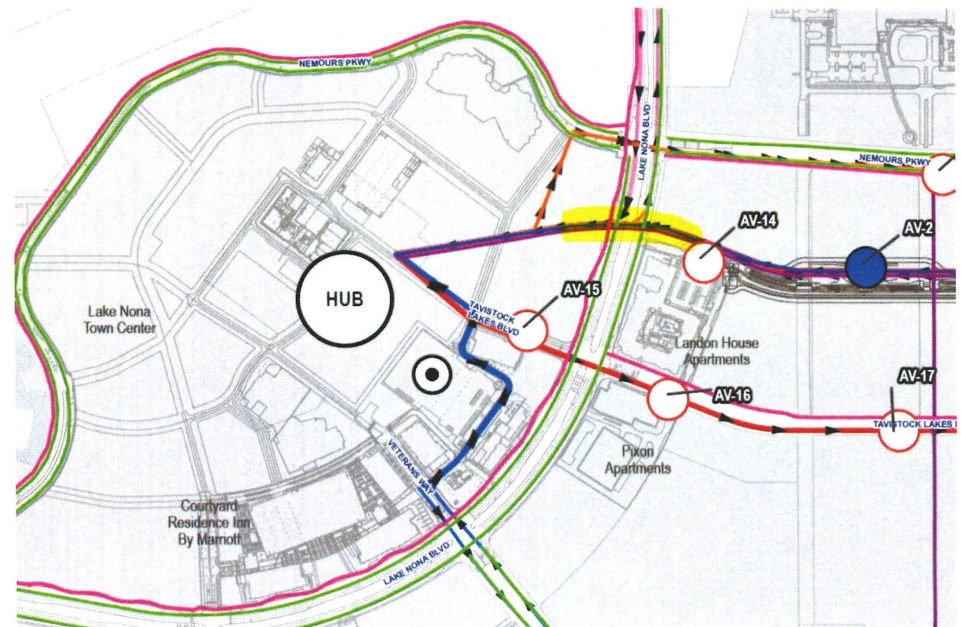
GREENLINK

- Over 9000 LF linear park and mobility network
- Includes dedicated micromobility commuter way and pedestrian paths
- Introduces 9,000 LF of dedicated AV lanes:
 - 4,500 LF E-W along the Greenlink to the Mobility Hub
 - 4,500 LF N-S Lakeside Extension



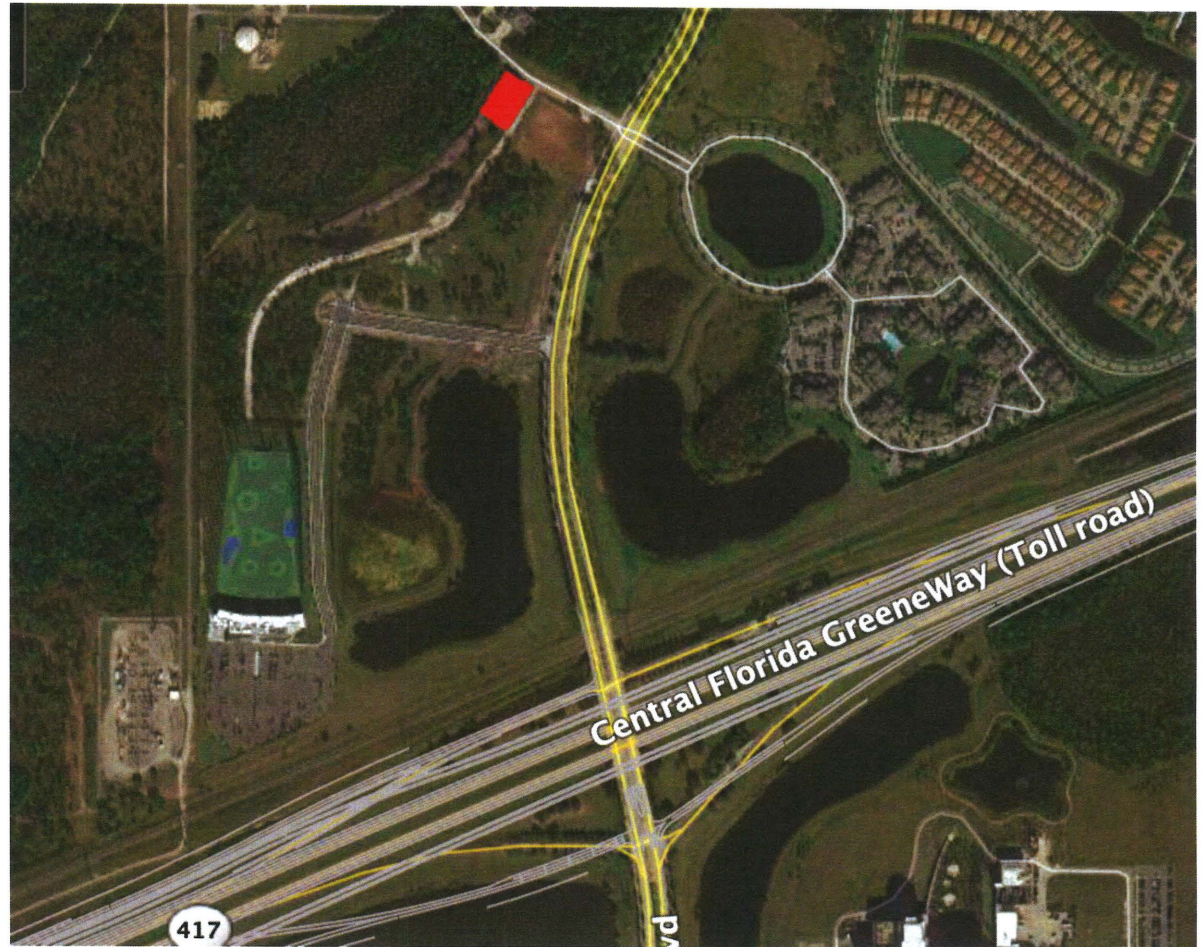
GREENLINK BRIDGE

- Extends Greenlink approximately 700 LF, including a 200-foot span over LN Blvd into the Town Center
- Provides a safe option for AV, pedestrian, and micro-mobility users to cross Lake Nona Blvd
- Improves AV Shuttle route times
- Substantially reduces at-grade conflicts on Lake Nona Boulevard



CAR BARN (non-CDD)

- 9,600 SF conditioned space
- 10 interior & 10 outdoor AV charging stations
- 4 interior maintenance bays
- Programming and calibration course



MOBILITY HUB (non-CDD)

- Approx. 4,000 SF micro-mobility user services center
- Connects different modes of transportation and serves as a town center AV stop
- Serves micro-mobility users such as office commuters as well as visitors to Lake Nona
- Includes limited access restrooms, showers, short and long term bicycle and micro-mobility storage, system wayfinding information, repair services, charging stations, and a small mobility retail opportunity

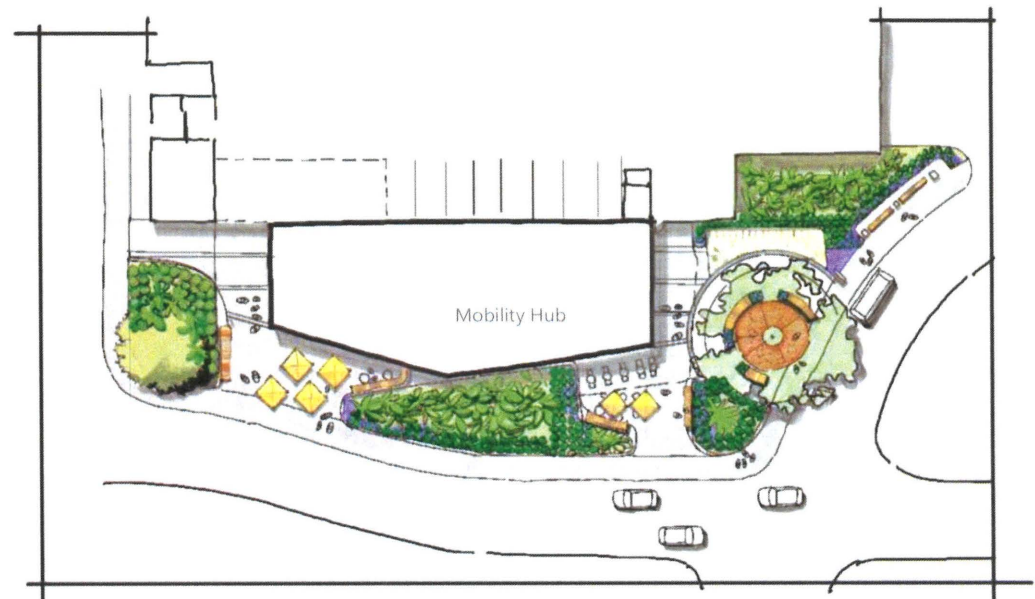


EXHIBIT B

INTERLOCAL AGREEMENT AMONG THE BOGGY CREEK IMPROVEMENT DISTRICT, THE MYRTLE CREEK IMPROVEMENT DISTRICT, THE GREENEWAY IMPROVEMENT DISTRICT, AND THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT REGARDING MAINTENANCE OF THE GREENLINK IMPROVEMENTS WITHIN THE LOCAL ALTERNATIVE MOBILITY NETWORK

THIS AGREEMENT is made among the Boggy Creek Improvement District (“**Boggy Creek**”), the Myrtle Creek Improvement District (“**Myrtle Creek**”), the Greenway Improvement District (“**Greenway**”), and the Poitras East Community Development District (“**Poitras East**”), (collectively, the “**Districts**”), each of which is a special-purpose unit of local government located in the City of Orlando, Florida (this agreement is hereinafter referred to as the “**Agreement**”).

RECITALS

WHEREAS, the Districts are special-purpose units of local government located entirely within the City of Orlando, Florida, that have been established for the purpose of planning, financing, constructing, installing, and/or acquiring certain improvements, facilities and services in conjunction with the development of lands located within the Districts;

WHEREAS, the Districts are responsible for the maintenance of certain aspects of a Local Alternative Mobility Network, which is located throughout the boundaries of the Districts, as more particularly identified on the map attached hereto and made a part hereof as **Exhibit A** (the “**LAM Network**”);

WHEREAS, maintenance and enhancement of the LAM Network provides a benefit to the lands within the Districts;

WHEREAS, a component of the LAM Network consists of a connected multi-modal trail, bridge and linear park improvement, hereinafter referred to as the ‘**Greenlink**’ within the boundaries of Greenway and Boggy Creek, the location of which is further identified on Exhibit A;

WHEREAS, as described in more detail in the *Preliminary Local Alternative Mobility Network Operation & Maintenance Assessment Methodology Report*, dated October 1, 2020 (“**LAMN Methodology**”) attached hereto as **Exhibit B**, all of the Districts benefit from the Greenlink from both a transportation and amenity perspective; accordingly, the Districts desire to share in the operation and maintenance cost associated with the Greenlink at the percentages described in the LAMN Methodology;

WHEREAS, the Districts find that it is mutually advantageous and cost-effective to designate one district as the entity to provide for the maintenance of the Greenlink;

WHEREAS, the District providing the maintenance will have the need for continued staffing and contractual arrangements to be in place to be able to respond to maintenance needs;

WHEREAS, the Districts wish to ensure the timely, efficient and cost-effective provision of maintenance services;

WHEREAS, the Districts find that designation of Boggy Creek as the entity for provision of the staffing and contract coordination for the maintenance of the Greenlink will provide the most efficient and cost-effective way to provide maintenance services;

WHEREAS, it is in the interest of each District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of their respective districts;

WHEREAS, section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969," permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, the Districts find this Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the Districts desire to exercise jointly their common powers and authority concerning the cost effective provision of maintenance services; the avoidance of inefficiencies caused by the unnecessary duplication of services; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

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

SECTION 1. RECITALS AND AUTHORITY. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provision of Florida law, including but not limited to Chapters 163, 189, and 190, *Florida Statutes*, and the Florida Constitution.

SECTION 2. MAINTENANCE. The parties acknowledge that it is in the best interest of the residents and property owners in each District for the Greenlink to be kept in a condition reflecting the quality of development within the Districts. Boggy Creek shall operate and maintain the Greenlink in substantial accordance with maintenance standards utilized by the Districts in existing maintenance agreements. The Districts agree that any or all of the operations and maintenance of the Greenlink shall be arranged by Boggy Creek.

2.1 Contracts. Boggy Creek shall comply with all applicable laws regarding the procurement of goods or services.

2.2 Administration. Boggy Creek shall be solely responsible for ensuring adequate administration and inspection of the Greenlink.

2.3 Costs. Consistent with the LAMN Methodology, the Financial Consultant for the Districts has calculated each District's percentage allocation of costs based on factors identified therein. The percentage allocation of costs for the operation and maintenance of the Greenlink is as follows:

Boggy Creek	____%
Greeneway	____%
Myrtle Creek	____%
Poitras East	____%

The amounts to be paid by each District for the provision of maintenance services shall be based on these percentages.

2.4 Budget. Within seven (7) days after Boggy Creek annually approves its preliminary budget, Boggy Creek shall provide a copy of the preliminary budget to Myrtle Creek, Greeneway, and Poitras East for review. In the event that the total funds budgeted for the use, operation, repair and maintenance of the Greenlink are not clearly identified in the preliminary budget, Boggy Creek shall send a letter accompanying the preliminary budget which sets forth the total amount budgeted for the use, operation, repair and maintenance of the Greenlink, inclusive of any amounts necessary for reserves. If Myrtle Creek, Greeneway and/or Poitras East dispute the total amount budgeted by Boggy Creek, Myrtle Creek, Greeneway and/or Poitras East shall notify Boggy Creek of its concerns. In such event, the Districts agree to cooperate in good faith toward refining the budgeted amount prior to Boggy Creek's adoption of its final budget. However, nothing herein shall operate to prevent Boggy Creek from adopting its final budget in a timely manner.

2.5 Payment. At the beginning of the Districts' fiscal year, Myrtle Creek, Greeneway and/or Poitras East shall have the option of either reimbursing Boggy Creek at the beginning of each fiscal year by making a lump sum payment equal to each District's percentage share of the projected expenses for the use, operation, repair and maintenance of the Greenlink to Boggy Creek or by making monthly payments equal to each District's percentage share of the preceding month's actual expenses for the use, operation, repair and maintenance of the Greenlink to Boggy Creek. However, Boggy Creek may declare the option to reimburse by monthly payments no longer available should a District fail to make monthly payments in a timely manner.

If Myrtle Creek, Greeneway and/or Poitras East opts to make a lump sum payment, on or before October 1 of each fiscal year, the respective District(s) shall make a lump sum payment equal to the percentage allocation identified in 2.3 herein of the projected expenses to be included in Boggy Creek's adopted final budget for the use, operation, repair and maintenance of the Greenlink to Boggy Creek. At the conclusion of each fiscal year, Greeneway shall compare the actual annual expenses for use, operation, repair and maintenance of the Greenlink with the amount previously paid by the respective Districts for that fiscal year. Based

on this comparison, Boggy Creek shall determine whether there has been an underpayment or an overpayment by any District for the prior fiscal year. If there has been an overpayment, the amount of the overpayment shall be paid to the respective District without interest. If there has been an underpayment, Boggy Creek shall provide the respective District with an invoice for the amount of the underpayment. The respective District shall pay such invoice within thirty (30) days of receipt. If such invoice is paid in full within this thirty-day period, no interest shall accrue on the underpayment.

If Myrtle Creek, Greeneway and/or Poitras East opts to make monthly payments, upon receipt of invoice(s) for expenses incurred in connection with the use, operation, repair and maintenance of the Greenlink, Boggy Creek shall provide the respective District with an invoice requesting payment equal to the respective percentage share identified in 2.3 herein of the actual expenses for the use, operation, repair and maintenance of the Greenlink. The respective District shall pay such invoice within thirty (30) days of receipt.

2.6 Unbudgeted Expenses. It is contemplated by the parties that unusual, unbudgeted maintenance events may occur. In such event, the Districts agree to cooperate in good faith in arranging for the repair of the Greenlink and toward allocating cost among the Districts.

2.7 Inspection of Records; Payment Disputes. Upon request, Boggy Creek shall make available to Greeneway, Myrtle Creek and Poitras East for review at a reasonable time and place, its books and records with respect to expenses associated with the use, operation, repair and maintenance of the Greenlink. In the event of a dispute between the parties relating to the reimbursement of these expenses, Greeneway, Myrtle Creek and/or Poitras East shall pay the amount requested by Boggy Creek in the time frame set forth above. Greeneway, Myrtle Creek and/or Poitras East shall give written notice accompanying the payment which states it disputes the amount of the payment. Payment in this manner shall not waive the right of Greeneway, Myrtle Creek and/or Poitras East to dispute the correct amount of such required payment.

SECTION 3. INSURANCE. Boggy Creek shall require any contractor selected to provide services relative to the Greenlink to maintain liability and property insurance in amounts customary for the scope of such a maintenance project and shall name each other district as an additional insured.

SECTION 4. LIABILITY LIMITATIONS. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any of the Districts, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 5. DEFAULT. A default by any District under this Agreement shall entitle the other Districts to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the

other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

SECTION 6. ENFORCEMENT. In the event that any District seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

SECTION 7. CONTROLLING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

SECTION 8. SEVERABILITY. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

SECTION 9. AMENDMENT. This Agreement shall not be modified or amended except by written agreement duly executed by the parties hereto.

SECTION 10. INTERPRETATION. This Agreement has been negotiated fully between the parties as an arms length transaction. All Districts participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Districts are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 11. TIME OF THE ESSENCE. The Districts each agree that time is of the essence of this Agreement.

SECTION 12. NOTICE. Each District shall furnish to the other such notice, as may be required from time to time, pursuant to this Agreement, in writing, posted in the U.S. mail or by hand delivery, or by overnight delivery service and addressed as follows:

To Boggy Creek: Boggy Creek Improvement District
 12051 Corporate Boulevard
 Orlando, Florida 32817
 Attn: District Manager

To Myrtle Creek: Myrtle Creek Improvement District
 12051 Corporate Boulevard
 Orlando, Florida 32817
 Attn: District Manager

To Greenway: Greenway Improvement District
 12051 Corporate Boulevard
 Orlando, Florida 32817

Attn: District Manager

To Poitras East: Poitras East Community Development District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

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

SECTION 13. EFFECTIVE DATE. This Agreement and the rights conferred herein shall become effective upon filing with the Clerk of the Circuit Court of Orange County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the undersigned set their hands as of the ____ day of October, 2020.

Attest:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Richard Levey
Chairman, Board of Supervisors

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by Richard Levey, as Chairman of the Board of Supervisors of Boggy Creek Improvement District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Attest:

MYRTLE CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Bob da Silva
Chairman, Board of Supervisors

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by Bob da Silva, as Chairman of the Board of Supervisors of Myrtle Creek Improvement District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Attest:

GREENEWAY IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Richard Levey
Chairman, Board of Supervisors

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by Richard Levey, as Chairman of the Board of Supervisors of Greeneway Improvement District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Attest:

**POITRAS EAST COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Richard Levey
Chairman, Board of Supervisors

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by Richard Levey, as Chairman of the Board of Supervisors of Poitras East Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A: LAM Network Map
Exhibit B: LAMN Methodology

EXHIBIT C



**DONALD W. MCINTOSH
ASSOCIATES, INC.**

MEMORANDUM

DATE: October 20, 2020
TO: Boggy Creek Improvement District
Board of Supervisors
FROM: Donald W. McIntosh Associates, Inc.
District Engineer
RE: Construction Contract Status

Dear Board Members,

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

CIVIL ENGINEERS

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

LAND PLANNERS

Construction Status: Monuments have been completed and the contractor's final pay application is under review.

SURVEYORS

Change Order (C.O.) Status: None

Recommended Motion: None

Should there be any questions, please do not hesitate to call.

Thank you.

End of memorandum.

c: Larry Kaufmann
Matt McDermott
Chris Wilson
Dan Young
Tarek Fahmy



2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

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<http://www.dwma.com>

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

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$6,312,276.78			
<u>1</u>	2/8/2019	Contract adjustment for revision to include scope of work for addendums/plans issued after bid date.		\$ 161,445.97	Approved	\$ 6,473,722.75	2/19/2019	2/19/2019	
<u>2</u>	5/20/2019	Add sanitary and reclaim service laterals intended to serve the Nemours Childrens's Hospital.		\$ 12,879.00	Approved	\$ 6,486,601.75	5/21/2019	5/21/2019	
<u>3</u>	9/12/2019	Contract Calendar Extension - Add 60 Days	60	\$ -	Approved	\$ 6,486,601.75	9/17/2019	9/17/2019	
<u>4</u>	9/19/2019	Landscaping and Irrigation Revisions		\$ 49,204.52	Approved	\$ 6,535,806.27	10/15/2019	10/15/2019	
<u>5</u>	1/15/2020	Modify Ramps at Nemours Hospital		\$ 17,168.75	Approved	\$ 6,552,975.02	1/21/2020	1/21/2020	
6	4/21/2020	Direct Owner Purchase Reconciliation		\$ (1,262,145.00)	Approved	\$ 5,290,830.02	4/21/2020	4/21/2020	
7	6/19/2020	Barish Avenue Modifications, Added Signage per Plan Revision, Monument Signs Landscape & Irrigation Restoration		\$ 3,877.19	Approved	\$ 5,294,707.21	7/21/2020	7/21/2020	