

Boggy Creek Improvement District

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

www.boggycreekid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District which will be held **Tuesday, August 18, 2020 at 3:30 p.m.** using telephonic conferencing due to the COVID-19 Executive Order 20-179. The proposed agenda for this Board Meeting is found below.

Please use the following information to join the telephonic conferencing:

Phone: 1-844-621-3956

Participant Code: 796 580 192#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Discussion regarding Executive Order 20-179**
- 2. **Consideration of the Minutes of the July 21, 2020 Board of Supervisors' Meeting**
- 3. **Consideration of Resolution 2020-09, Approving an Annual Meeting Schedule for Fiscal Year 2021**
- 4. **Discussion regarding Materials on the District Website**

Business Matters

- **Consideration of Appointment to Construction Committee**
- 5. **Consideration of Extending Existing Interchange Landscape and Irrigation Maintenance Services Agreement with Down to Earth**
- 6. **Consideration of Personnel Leasing Agreement with Berman**
- 7. **Consideration of Berman Agreement**
- 8. **Consideration of Revision to 2nd Amended and Restated Engineer's Report for Capital Improvements for Infrastructure**
- 9. **Consideration of District Counsel Fee Increase Letter for Fiscal Year 2021**
- 10. **Public Hearing on the Adoption of the District's Annual Budget**
 - a) **Public Comments and Testimony**
 - b) **Board Comments**
 - c) **Consideration of Resolution 2020-10, Adopting the Fiscal Year 2021 Budget and Appropriating Funds**
- 11. **Consideration of Resolution 2020-11, Adopting an Assessment Roll for Fiscal Year 2021 and Certifying Special Assessments for Collection**
- 12. **Ratification of Requisition Nos. 2018-160 – 2018-165 in July 2020 in an amount totaling \$160,904.49**



13. Ratification of Operation and Maintenance Expenditures Paid in July 2020 in an amount totaling \$119,099.79
14. Recommendation of Work Authorizations/Proposed Services (*if applicable*)
15. Review of District's Financial Position and Budget to Actual YTD

Other Business

- A. Staff Reports
 1. District Counsel
 2. District Manager
 3. District Engineer
 4. Construction Supervisor
- B. Supervisor Requests

Adjournment



BOGGY CREEK IMPROVEMENT DISTRICT

**Executive Order
20-179**

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-179

(Emergency Management – COVID-19 – Local Government Public Meetings)

WHEREAS, Executive Order 20-69, as extended by Executive Order 20-112, Executive Order 20-123, Executive Order 20-139 and Executive Order 20-150, expires on August 1, 2020, unless extended; and

WHEREAS, Executive Order 20-69 requires amendment to address foreseeable Truth in Millage (“TRIM”), non ad valorem assessment, and value adjustment board related issues.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1.

Executive Order 20-69 is amended to include Section 5, as follows:

A. For any taxing authority holding a millage and budget hearing under Chapter 200, Florida Statutes, or a local governing board holding a hearing or meeting regarding a non ad valorem assessment, including, but not limited to, those under section 197.3632, Florida Statutes, I hereby suspend any Florida Statute that requires a quorum or supermajority of the membership to be present in person or requires the local government body to meet at a specific public place.

B. A taxing authority holding a millage and budget hearing under Chapter 200, Florida Statutes, or a local governing board holding a hearing or meeting regarding a non ad valorem

assessment including, but not limited to, those under section 197.3632, Florida Statutes, may utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes.

C. This Executive Order does not waive any other requirement under the Florida Constitution and “Florida’s Government in the Sunshine Laws,” including Chapter 286, Florida Statutes.

D. The provisions set forth in this section shall expire at 12:01 a.m. on October 15, 2020.

Section 2.

Executive Order 20-69 is amended to include Section 6, as follows:

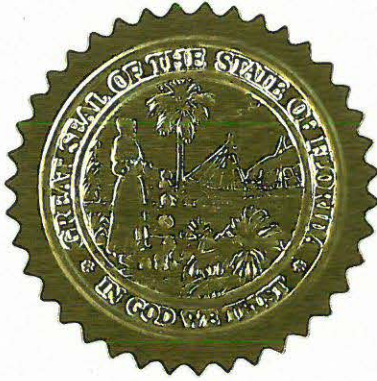
A. For any value adjustment board including, but not limited to, special magistrates, holding a hearing or meeting under Chapter 194, Florida Statutes, I hereby suspend any Florida Statute or rule that requires a quorum or individual to be present in person or requires the local government body or individual to meet at a specific public place.

B. A value adjustment board including, but not limited to, special magistrates, holding a hearing or meeting under Chapter 194, Florida Statutes, may utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes.

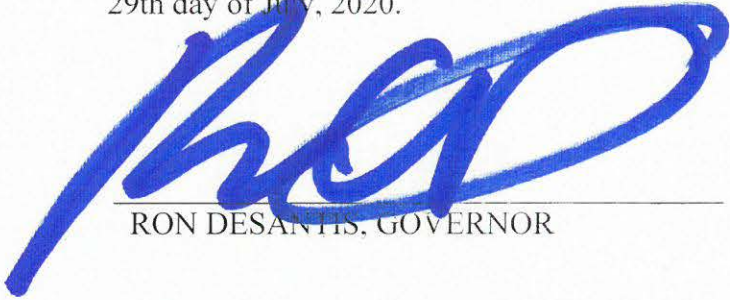
C. This Executive Order does not waive any other requirement under the Florida Constitution and “Florida’s Government in the Sunshine Laws,” including Chapter 286, Florida Statutes.

D. The provisions set forth in this section shall expire at 12:01 a.m. on December 15, 2020.

Section 3. Except as amended herein, I hereby extend Executive Order 20-69, as extended by Executive Orders 20-112, 20-123, 20-139 and 20-150, until 12:01 a.m. on September 1, 2020.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 29th day of July, 2020.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2020 JUL 29 AM 11:46
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

BOGGY CREEK IMPROVEMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2020/2021 BUDGETS; NOTICE OF POSSIBLE REMOTE PROCEDURES DURING PUBLIC HEALTH EMERGENCY DUE TO COVID-19; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("**Board**") of the Boggy Creek Improvement District ("**District**") will hold a public hearing on August 18, 2020 at 3:30 p.m. at Courtyard Orlando Lake Nona, 6955 Lake Nona Boulevard, Orlando, Florida 32827, for the purpose of hearing comments and objections on the adoption of the proposed budgets ("**Proposed Budget**") of the District for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021**"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, 12051 Corporate Blvd., Orlando, Florida 32817, (407) 723-5935 ("**District Manager's Office**"), during normal business hours, or by visiting the District's website at www.boggycreekid.org.

It is anticipated that the public hearing and meeting will take place at Courtyard Orlando Lake Nona, 6955 Lake Nona Boulevard, Orlando, Florida 32827. In the event that the COVID-19 public health emergency prevents the hearing and meeting from occurring in-person, the District may conduct the public hearing by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, and 20-123 issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

While it may be necessary to hold the above referenced public hearing and meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, anyone wishing to listen to and/or participate in the meeting can do so telephonically at 1-844-621-3956, Participant Code: 796 580 192#. Participants are strongly encouraged to submit questions and comments to the District Manager's Office at 12051 Corporate Blvd., Orlando, Florida 32817 or by calling (407) 723-5935 by August 17, 2020 at 5:00 p.m. in advance of the meeting to facilitate the Board's consideration of such questions and comments during the meeting.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay

Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Jennifer Walden
District Manager

[NOTE: PUBLISH TWICE, ONE WEEK APART WITH FIRST PUBLICATION AT LEAST 15 DAYS PRIOR TO THE PROPOSED BUDGET HEARING]

BOGGY CREEK IMPROVEMENT DISTRICT

**Minutes of the July 21, 2020
Board of Supervisors' Meeting**

BOGGY CREEK IMPROVEMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Boggy Creek Improvement District was called to order on Tuesday, July 21, 2020, at 3:30 p.m. via telephonic conferencing due to the COVID-19 Executive Orders 20-52, 20-69 & 20-123.

Present via phone:

Richard Levey	Chairperson	
Damon Ventura	Vice-Chair	
Thad Czapka	Assistant Secretary	
Jamie Bennett	Assistant Secretary	(joined @ 3:32 p.m.)

Also, attending via phone:

Lynne Mullins	PFM
Jennifer Walden	PFM
Tucker Mackie	Hopping Green & Sams
Jeff Newton	Donald W. McIntosh Associates
Larry Kaufmann	Construction Supervisor & Construction Committee Member
Scott Thacker	District Landscape Supervisor & Construction Committee Member

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey noted for the record there were no members of the public present.

THIRD ORDER OF BUSINESS

Discussion Regarding Executive Orders 20-52, 20-69 and 20-123

Ms. Walden explained the Executive Orders are included in the packet and they state that 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 those Executive Orders as well as the telephonic conferencing information so the public can join the meeting safely.

FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the June 16, 2020, Auditor Selection Committee Meeting

Board Members reviewed the minutes from the June 16, 2020, Auditor Selection Committee Meeting.

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 Minutes of the June 16, 2020, Auditor Selection Committee Meeting.

Ms. Bennett joined the meeting via phone at 3:32 p.m.

FIFTH ORDER OF BUSINESS

Consideration of the Minutes of the June 16, 2020, Board of Supervisors' Meeting

Board Members reviewed the minutes from the June 16, 2020, Board of Supervisors' Meeting.

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 Minutes of the June 16, 2020, Board of Supervisors' Meeting.

SIXTH ORDER OF BUSINESS

Consideration of Extending Existing Internal Roadways Landscape and Irrigation Maintenance Services Agreement with Cepra

Mr. Thacker explained the Landscape Maintenance Agreements the District entered into last year have the option for the District to extend those agreements for up to an additional two years. He recommended the Board extend the agreement with Cepra for an additional year.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District authorized District staff to send an extension letter for the Internal Roadways Landscape and Irrigation Maintenance Services Agreement with Cepra.

SEVENTH ORDER OF BUSINESS

Consideration of Extending Existing Interchange Landscape and Irrigation Maintenance Services Agreement with Down to Earth

Mr. Thacker explained the Landscape Maintenance Agreements the District entered into last year have the option for the District to extend those agreements for up to an additional two years. He has some concerns about Down to Earth recently as the quality of their workmanship is starting to decline. It was discussed with Down to Earth and they said they are committed to addressing the District's concerns. He recommended waiting another month to consider this item and he will continue to monitor their work.

Dr. Levey asked Mr. Thacker if he doesn't recommend extension will there be sufficient time to get a company on an interim basis before the District has to go out and select someone in a more formal process. Mr. Thacker said yes. Ms. Walden stated that this does trip the threshold as Down to Earth is over \$20,000.00 per month.

This item will be tabled until next month.

EIGHTH ORDER OF BUSINESS

**Ratification of Requisition
Nos. 2018-154 – 2018-159 paid
in June 2020 in the amount
totaling \$10,487.58**

Board Members reviewed Requisition Nos. 2018-154 – 2018-159 paid in June 2020 in the amount totaling \$10,487.58.

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. 2018-154 – 2018-159 paid in June 2020 in the amount totaling \$10,487.58.

NINTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures
paid in June 2020 in an
amount totaling \$26,123.73**

Board Members reviewed the Operation & Maintenance expenditures paid in June 2020 in an amount totaling \$26,123.73.

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 June 2020 in an amount totaling \$26,123.73.

TENTH ORDER OF BUSINESS

**Recommendation of Work
Authorizations/Proposed
Services**

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

ELEVENTH 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 June 30, 2020. The District has spent \$567,000.00 vs. an overall budget of \$920,500.00. There was no action required by the Board.

TWELFTH ORDER OF BUSINESS

Staff Reports

District Counsel –

Ms. Mackie explained the current Executive Order extends the Sunshine Law waiver through the end of this month and she expects it will be extended further but it will likely be towards the end of the month when that Executive Order is extended. District staff will keep the Board apprised. In light of that, District staff expects the August meeting will be able to be held virtually. The District Management team reserved the Marriott closest to the Tavistock offices in the event the District does need to have a meeting where a physical quorum is obtained and in light of that it will be restricted to District Management staff and Board Members. The remainder of District staff and the public have the ability to attend virtually so that social distancing can be maintained.

District Manager –

Ms. Walden noted the next meeting is scheduled for Tuesday, August 18, 2020, at 3:30 p.m.

Mr. Ventura asked if the public hearing for the adoption of the budget will be able to be conducted virtually. Ms. Mackie replied District staff hopes that is the case and the expectation is that the Governor will extend the Executive Order due to the positivity rates but currently it would expire on midnight on August 1, 2020.

Mr. Ventura asked Ms. Walden if there are any questions or comments from any Landowner about the proposed O&M Budget for next year. Ms. Walden noted the District Management team has not received any comments yet and they typically don't when the budget is not being increased.

District Engineer –

Mr. Newton discussed his Construction Contract Status Memo (Minutes Exhibit A). The signal at Helios received its final inspection and was accepted by the City of Orlando and the only thing left is the installation of the Developer requested LED luminaires, which the contractor is hoping to receive by the end of the month. Nemours Parkway Phase 7 has been completed and the District Engineer is completing the paperwork. The Boggy District will be seeing an invoice from the Greenway District in the

amount of the Boggy portion of that cost in late-August or early-September.

Mr. Ventura asked about the current balance in the CIP fund. Mr. Kaufmann responded there is a report at the end of the agenda which outlines the current CIP balance. Mr. Ventura asked about upcoming projects. Mr. Newton replied there are a couple of potentially short-term expenses. One of them is the acquisition of a piece of Medical City Drive that was constructed by the Developer and is part of the CIP. There is also the outstanding issue of the Interchange Pond Acquisition. The District Engineer is not actively moving forward with design or permitting of any District construction projects.

Mr. Kaufmann said in his opinion the next project to be considered would most likely be the extension of Medical City Drive south to the District's boundary with the Poitras property.

Construction Supervisor – No Report

District Landscape Supervisor- No Report

THIRTEENTH 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. Czapka, second by Mr. Ventura, with all in favor, the July 21, 2020, meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair



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

MEMORANDUM

DATE: July 21, 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. Copies of the latest Change Order logs are attached.

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

Construction Status: Upon issuance of a Certificate of Final Completion, Greenway Improvement District will be invoicing the Boggy Creek Improvement District for improvements within the BCID boundary. This is likely to take place in late-August or early-September.

Change Order (C.O.) Status: None

Recommended Motion: None

Traffic Signalization Improvements at the Intersection of Helios Boulevard and Lake Nona Boulevard – The New Florida Industrial Electric, Inc.

Construction Status: This signal has been completed and accepted by the City of Orlando. The Developer-requested LED luminaires have been ordered and are anticipated to be received by the end of July.

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			
1	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	
2	5/20/2019	Add sanitary and reclaim service laterals intended to serve the Nemours Children's Hospital.		\$ 12,879.00	Approved	\$ 6,486,601.75	5/21/2019	5/21/2019	
3	9/12/2019	Contract Calendar Extension - Add 60 Days	60	\$ -	Approved	\$ 6,486,601.75	9/17/2019	9/17/2019	
4	9/19/2019	Landscaping and Irrigation Revisions		\$ 49,204.52	Approved	\$ 6,535,806.27	10/15/2019	10/15/2019	
5	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	Pending	\$ 5,294,707.21	7/21/2020		

Boggy Creek Improvement District
Traffic Signalization Improvements at the Intersection of Helios Boulevard and Lake Nona Boulevard
Change Order Log
The New Florida Industrial Electric, Inc.

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$496,199.44			
<u>1</u>	8/2/2019	Steel Mast Arm Assembly, furnished and installed	0	\$ 5,567.85	Approved	\$501,767.29	8/20/2019	8/20/2019	
<u>2</u>	9/17/2019	Plan Changes between NOA and Permit Approval	0	\$ 15,597.11	Approved	\$517,364.40	9/17/2019	9/17/2019	
<u>3</u>	4/22/2020	Deduct 2-78' Mast Arms, Add 2-70' Mast Arms and Deduct 1 Assembly	0	\$ (16,593.85)	Approved	\$500,770.55	5/19/2020	5/19/2020	
<u>4</u>	5/19/2020	Light Fixture Replacement	0	\$ 5,829.24	Approved	\$506,599.79	5/19/2020	5/19/2020	approved up to \$6,000 at 5/19/20 meeting
<u>5</u>	6/12/2020	PCS Fiber Terminations	0	\$ 770.39	Approved	\$507,370.18	6/16/2020	6/16/2020	

BOGGY CREEK IMPROVEMENT DISTRICT

**Resolution 2020-09,
Approving an Annual Meeting Schedule
for Fiscal Year 2021**

RESOLUTION 2020-09

**A RESOLUTION OF THE BOGGY CREEK
IMPROVEMENT DISTRICT DESIGNATING DATES,
TIMES AND LOCATIONS FOR REGULAR MEETINGS
OF THE BOARD OF SUPERVISORS OF THE DISTRICT
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Boggy Creek Improvement District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in City of Orlando, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

1. Regular meetings of the District's Board shall be held as provided on the schedule attached hereto as **Exhibit A**.
2. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file annually with Orange County a schedule of the District's regular meetings.
3. This Resolution shall take effect immediately upon adoption.

Adopted this 18th day of August, 2020.

ATTEST:

Boggy Creek Improvement District

Secretary/Assistant Secretary

Chairman/ Vice Chairman

EXHIBIT A

Boggy Creek Improvement District Fiscal Year 2020-2021

The Board of Supervisors of the Boggy Creek Improvement District will hold its meetings for the Fiscal Year 2021 in the offices of Lake Nona Land Company located at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, Florida 32827 at 3:30 p.m. on the third Tuesday of each month unless otherwise noted below.

October 20, 2020
November 10, 2020
December 15, 2020
January 19, 2021
February 16, 2021
March 16, 2021
April 20, 2021
May 18, 2021
June 15, 2021
July 20, 2021
August 17, 2021
September 21, 2021

Construction Committee of the Boggy Creek, Greenway & Myrtle Creek Improvement Districts and the Poitras East Community Development District Fiscal Year 2020-2021

The Construction Committee of the Boggy Creek, Greenway and Myrtle Creek Improvement Districts and the Poitras East Community Development District will be meeting for the Fiscal Year 2021 in the office of Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789 at 3:30 p.m. every other week as follows:

October 8 & 22, 2020
November 5 & 19, 2020
December 3, 17 & 31, 2020
January 14 & 28, 2021
February 11 & 25, 2021
March 11 & 25, 2021
April 8 & 22, 2021
May 6 & 20, 2021
June 3 & 17, 2021
July 1, 15 & 29, 2021
August 12 & 26, 2021
September 9 & 23, 2021

BOGGY CREEK IMPROVEMENT DISTRICT

Materials on the District Website

MEMORANDUM

TO: District Manager
FROM: HGS Attorney
DATE: July 1, 2020
RE: Amendments to Section 189.069(2)(a), *Florida Statutes*

The Florida Legislature recently enacted amendments to the website requirements contained in Section 189.069(2)(a), *Florida Statutes*, effective July 1, 2020. The full text of these amendments is attached to this memorandum as **Exhibit A**, and the amendments are summarized below:

- The requirement to post the final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district may be satisfied by providing a link to the audit report on the Auditor General's website.
- The public facilities report is no longer required to be posted.
- Meeting materials accompanying meeting or workshop agendas are no longer required to be posted. Please note that the agenda itself is still required to be posted.

The amendments do not prevent districts from including these documents on their websites, but districts may remove them if they so choose. We recommend requesting board direction on a district-by-district basis.

Please do not hesitate to contact your HGS attorney at (850) 222-7500 if you have any questions or concerns.

CHAPTER 2020-77

Committee Substitute for Senate Bill No. 1466

An act relating to government accountability; amending s. 189.031, F.S.; specifying conditions under which board members and public employees of special districts do not abuse their public positions; amending s. 189.069, F.S.; revising the list of items required to be included on the websites of special districts; amending s. 190.007, F.S.; specifying conditions under which board members and public employees of community development districts do not abuse their public positions; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Effective January 1, 2021, subsection (6) is added to section 189.031, Florida Statutes, to read:

189.031 Legislative intent for the creation of independent special districts; special act prohibitions; model elements and other requirements; local general-purpose government/Governor and Cabinet creation authorizations.—

(6) GOVERNANCE.—For purposes of s. 8(h)(2), Art. II of the State Constitution, a board member or a public employee of a special district does not abuse his or her public position if the board member or public employee commits an act or omission that is authorized under s. 112.313(7), (12), (15), or (16) or s. 112.3143(3)(b), and an abuse of a board member's position does not include any act or omission in connection with a vote when the board member has followed the procedures required by s. 112.3143.

Section 2. Paragraph (a) of subsection (2) of section 189.069, Florida Statutes, is amended to read:

189.069 Special districts; required reporting of information; web-based public access.—

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.

5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.

6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.

7. A description of the boundaries or service area of, and the services provided by, the special district.

8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s. 189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district. If the special district has submitted its most recent final, complete audit report to the Auditor General, this requirement may be satisfied by providing a link to the audit report on the Auditor General's website.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. ~~The public facilities report, if applicable.~~

~~15.~~ The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

~~15.16.~~ At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

Section 3. Effective January 1, 2021, subsection (1) of section 190.007, Florida Statutes, is amended to read:

190.007 Board of supervisors; general duties.—

(1) The board shall employ, and fix the compensation of, a district manager. The district manager shall have charge and supervision of the works of the district and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the district, and for performing such other duties as may be prescribed by the board. It shall not be a conflict of interest under chapter 112 for a board member or the district manager or another employee of the district to be a stockholder, officer, or employee of a landowner or of an entity affiliated with a landowner. The district manager may hire or otherwise employ and terminate the employment of such other persons, including, without limitation, professional, supervisory, and clerical employees, as may be necessary and authorized by the board. The compensation and other conditions of employment of the officers and employees of the district shall be as provided by the board. For purposes of s. 8(h)(2), Art. II of the State Constitution, a board member or a public employee of a district does not abuse his or her public position if the board member or public employee commits an act or omission that is authorized under this subsection, s. 112.313(7), (12), (15), or (16), or s. 112.3143(3)(b), and an abuse of a board member's public position does not include any act or omission in connection with a vote when the board member has followed the procedures required by s. 112.3143.

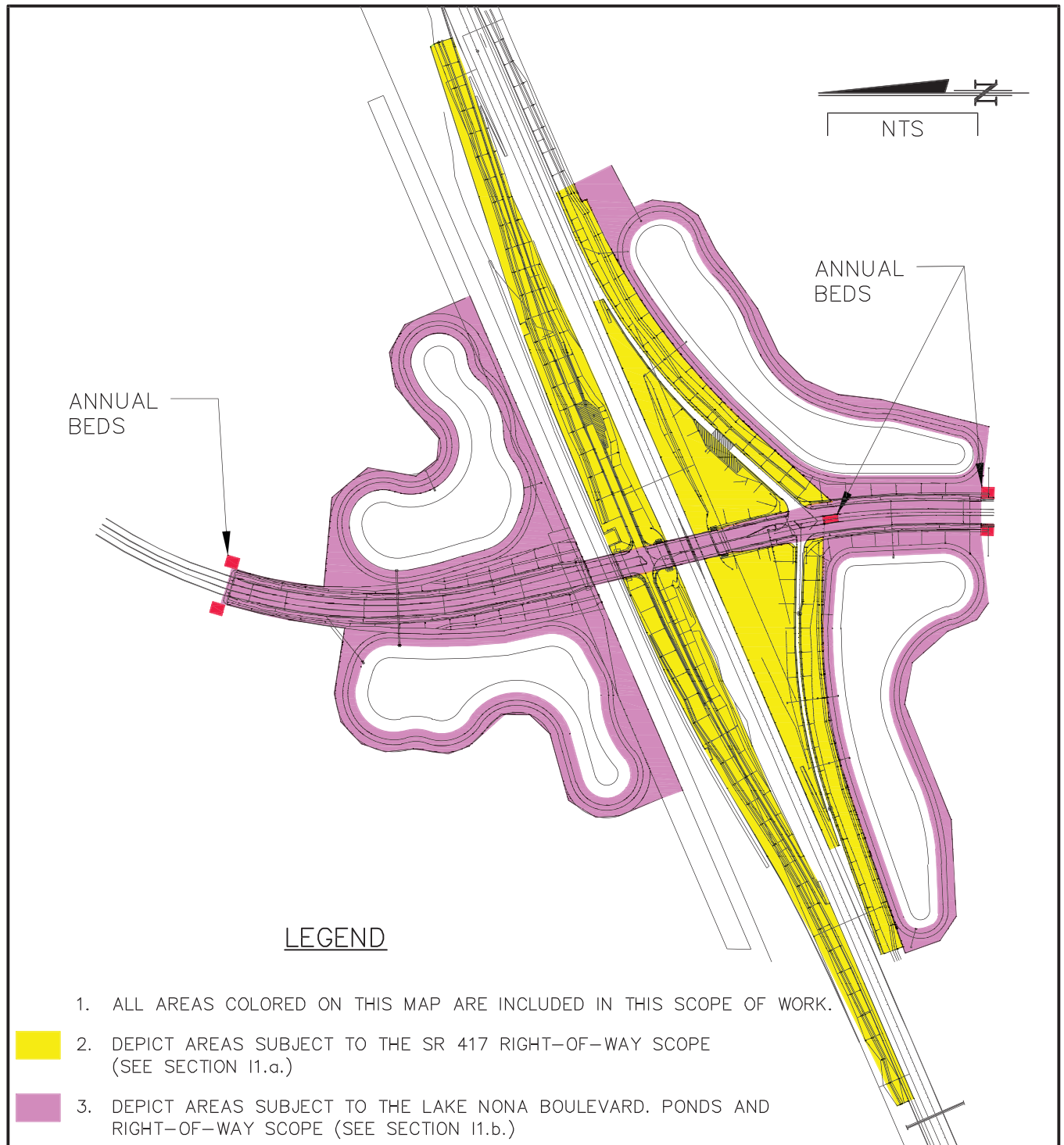
Section 4. Except as otherwise expressly provided in this act, this act shall take effect July 1, 2020.

Approved by the Governor June 23, 2020.

Filed in Office Secretary of State June 23, 2020.

BOGGY CREEK IMPROVEMENT DISTRICT

**Extending Existing Interchange Landscape and
Irrigation Maintenance Services Agreement
with Down to Earth**



LEGEND

1. ALL AREAS COLORED ON THIS MAP ARE INCLUDED IN THIS SCOPE OF WORK.
2. DEPICT AREAS SUBJECT TO THE SR 417 RIGHT-OF-WAY SCOPE (SEE SECTION 11.a.)
3. DEPICT AREAS SUBJECT TO THE LAKE NONA BOULEVARD, PONDS AND RIGHT-OF-WAY SCOPE (SEE SECTION 11.b.)

NOTE:

BIDDER IS RESPONSIBLE TO CHECK, MEASURE AND CONFIRM ALL QUANTITIES PRIOR TO SUBMITTING THEIR PROPOSAL.

MAP REVISED 3/27/19



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

DRAWN BY: PRD	DESIGNED BY: JCN	APPROVED BY: JMF	SCALE	JOB NUMBER
DATE: 05/24/10	DATE: 03/27/19	DATE: 03/27/19	AS SHOWN	23218.0003

**BOGGY CREEK
 IMPROVEMENT DISTRICT**
 LANDSCAPE & IRRIGATION
 MAINTENANCE SERVICES WORK
 AREA MAP

BOGGY CREEK IMPROVEMENT DISTRICT

Personal Leasing Agreement with Berman

PERSONNEL LEASING AGREEMENT
[LANDSCAPE AND IRRIGATION MONITORING AND MAINTENANCE]

THIS PERSONNEL LEASING AGREEMENT (“Agreement”) is made and entered into this 18th day of August, 2020, by and between **BERMAN CONSTRUCTION, LLC**, a Florida limited liability company (“**Lessor**”), and the **BOGGY CREEK IMPROVEMENT DISTRICT**, a special-purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**Lessee**” or “**District**”).

RECITALS

WHEREAS, the District is responsible for maintaining certain landscaping and irrigation infrastructure improvements within and about the boundaries of the District; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, PFM Group Consulting, LLC (“**District Manager**”) is charged with the supervision of the works of the District including the hiring or provision of employees and other personnel; and

WHEREAS, the District desires to enter into a lease agreement with Lessor to provide certain personnel to assist the District Manager with both the administration of the District’s landscape and irrigation maintenance contract(s) (“**Maintenance Contract**”) and the overall monitoring and maintenance of the District-owned irrigation improvements; and

WHEREAS, Lessor agrees to provide such a person who may work under the direction of the District Manager from time to time under such terms as are detailed below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

2. LEASE OF PERSONNEL. For and in consideration of the compensation described in Section 6 below, Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, individuals, acceptable to Lessee, for whatever sufficient time each week is necessary to complete the Maintenance Contract administration work (the “**Administrator**”) and the irrigation monitoring work (“**Irrigation Specialist**” and together with the Administrator, the “**Leased Specialist(s)**”). The Leased Specialist(s) salary and benefits shall be determined and paid by Lessor. At the discretion of Lessor, Lessor may replace the individual or individuals serving as the Leased Specialist(s); in such event, Lessor shall attempt to employ a replacement, acceptable to Lessee, to serve as the Leased Specialist(s) and shall notify Lessee of the replacement in writing. The initial Administrator shall be Scott Thacker. The initial Irrigation Specialist shall be Paul Stephens. Nothing shall prevent the same individual from serving as both the Administrator and

the Irrigation Specialist; however, in such event the compensation set forth in Section 6 herein may be subject to adjustment as agreed to in writing by the parties.

3. DUTIES.

A. DUTIES OF THE ADMINISTRATOR. The Administrator shall work for the benefit of the District and shall be responsible for performing such duties related to administration of the Maintenance Contract as directed by the District Manager. Specifically, the Administrator's duties shall include, but not be limited to, reviewing all maintenance performance, field conditions, and pay requests and ensuring that the proper processes are followed and documentation obtained pursuant to the requirements of the Maintenance Contract. The Administrator shall obtain such documentation from contractors and vendors related to payments tendered and work performed, as requested by the District from time to time. Lessor acknowledges the District is subject to certain prompt payment responsibilities required by law. In no event shall the actions or omissions of the Administrator result in a breach by the District of its prompt payment responsibilities.

B. DUTIES OF THE IRRIGATION SPECIALIST. The Irrigation Specialist shall work for the benefit of the District and shall be responsible for performing such duties related to monitoring and maintenance of the irrigation system as directed by the District Manager. Specifically, the Irrigation Specialist's duties shall include, but not be limited to, inspecting irrigation systems, scheduling controllers, coordinating and overseeing irrigation repairs, and monitoring water consumption. The Irrigation Specialist shall obtain such documentation from contractors and vendors related to payments tendered and work performed, as requested by the District from time to time. Lessor acknowledges the District is subject to certain prompt payment responsibilities required by law. In no event shall the actions or omissions of the Irrigation Specialist result in a breach by the District of its prompt payment responsibilities.

4. TERM. The term of this Agreement shall be for a one (1) year renewable period commencing as of the date written above ("**Commencement Date**"). This Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, Lessee shall have the right to immediately terminate this Agreement upon a breach by Lessor. Any termination of this Agreement shall not release Lessee of its obligation to pay Lessor the compensation due pursuant to Section 6 below for all periods prior to termination.

5. OFFICE SPACE AND SUPPORT SERVICES. Lessor shall provide the Leased Specialist(s) such supplies or support as shall be reasonably necessary for the Leased Specialist(s) to render services on behalf of Lessee in accordance with this Agreement all at no cost to Lessee.

6. COMPENSATION.

A. COMPENSATION FOR ADMINISTRATOR. For and in consideration of the lease of the services of the Administrator to Lessee by Lessor and the office space, supplies, support services

and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, Lessee shall pay Lessor One Thousand Three Hundred Thirty-Three Dollars and Thirty-Four Cents (\$1,333.34) per month, for a total annual amount of Sixteen Thousand Dollars (\$16,000.00) per year. Payment shall occur monthly and within thirty days of presentation of an invoice by Lessor. Lessor agrees that it shall be solely responsible for all salary, employee benefits and all payroll-related taxes and charges associated with Lessor's employment of the person serving Lessee as Administrator. In no event shall this Agreement be construed as an employment agreement between the Administrator and Lessee, or between Lessor and Lessee.

B. COMPENSATION FOR IRRIGATION SPECIALIST. For and in consideration of the lease of the services of the Irrigation Specialist to Lessee by Lessor and the office space, supplies, support services and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, Lessee shall pay Lessor One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$1,666.67) per month for a total annual amount of Twenty Thousand Dollars (\$20,000.00) per year. Payment shall occur monthly and within thirty days of presentation of an invoice by Lessor. Lessor agrees that it shall be solely responsible for all salary, employee benefits and all payroll-related taxes and charges associated with Lessor's employment of the person serving Lessee as Irrigation Specialist. In no event shall this Agreement be construed as an employment agreement between the Irrigation Specialist and Lessee, or between Lessor and Lessee.

C. The parties agree and covenant that any change in services or compensation under this Agreement shall reference this section of this Agreement in a writing signed by both parties hereto, approved by the District's Board of Supervisors.

7. CONTROL OF THE LEASED SPECIALIST(S). All services required to be rendered by the Leased Specialist(s) hereunder shall be rendered subject to the consent, control and direction of Lessee through the offices of the District Manager.

8. RELATIONSHIPS. Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other, and neither shall have the power to bind or obligate the other. Lessor and Lessee acknowledge and agree that the Leased Specialist(s) shall be an employee of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Leased Specialist(s), including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Leased Specialist(s).

9. PREVAILING PARTY. If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

10. JURY WAIVER. The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Agreement.

11. FORCE MAJEURE. Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.

12. NOTICES. All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Lessor: Berman Construction, LLC
9801 Lake Nona Club Drive
Orlando, Florida 32827
Attn: _____

B. If to District: Boggy Creek Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Tucker F. Mackie

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. 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.

13. INDEMNIFICATION. Lessor agrees to indemnify and hold the Lessee harmless from and against any and all damages, losses or claims, including but not limited to legal fees and

expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence of the Leased Specialist(s).

14. LIMITATIONS ON LIABILITY PRESERVED. Lessor agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.

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

16. FURTHER ACTIONS. Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably required in order to accomplish the purposes of this Agreement.

17. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

18. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jennifer Walden ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-723-5900, waldenj@pfm.com, OR AT 12051 CORPORATE BLVD, ORLANDO, FL 32817.

20. WAIVER. No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

21. UNENFORCEABILITY. If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

22. SURVIVAL OF TERMS. The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the parties hereto and the consummation of the transactions between the parties contemplated herein.

23. CAPTIONS. The captions used herein are inserted only as a matter of convenience, and are not to be used in the interpretation of any provision hereof.

24. ENTIRE AGREEMENT; BINDING EFFECT. Except as to modifications made under Section 6(C), above, this Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party. Any purported assignment without such prior written consent is void.

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

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

By: _____

Its: _____

BERMAN CONSTRUCTION, LLC, a Florida limited liability company

Witness:

By: _____

Its: _____

BOGGY CREEK IMPROVEMENT DISTRICT

Berman Agreement

AGREEMENT BETWEEN THE BOGGY CREEK IMPROVEMENT DISTRICT AND BERMAN CONSTRUCTION, LLC FOR GENERAL MAINTENANCE SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 18th day of August, 2020 by and between:

BOGGY CREEK IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Orlando, Florida, and whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the “District”); and

BERMAN CONSTRUCTION, LLC, a Florida limited liability company, with a mailing address of 9801 Lake Nona Club Drive, Orlando, Florida 32827 (hereinafter “Contractor”, together with District the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”), by ordinance adopted by the City of Orlando, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates and maintains certain infrastructure with the boundaries of the District (“Infrastructure”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide general maintenance and repair services for the Infrastructure, consisting generally of landscaping, irrigation, lighting and hardscape improvements, on an *as-needed* basis; and

WHEREAS, Contractor represents that it is qualified to provide general maintenance and repair services (“Services”) and has agreed to provide to the District such services on an as-needed basis at the written request of the District pursuant to a work authorization, the form of which is attached hereto as **Exhibit A** (“Work Authorization”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional general maintenance and repair services, consisting generally of landscaping, irrigation, lighting and hardscape improvements, within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with Services requested pursuant to Work Authorization.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services identified in Work Authorizations. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in a Work Authorization unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District representative, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 4. COMPENSATION; TERM.

A. Compensation and term for Services to be performed by the Contractor shall be determined and agreed upon by the Parties pursuant to Work Authorization.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to the Work Authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 5. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property

damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees

(incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth 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 such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or

waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party 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 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Boggy Creek Improvement District
2051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: Berman Construction, LLC
9801 Lake Nona Club Drive
Orlando, Florida 32827
Attn: _____

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

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of

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

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Orange County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jennifer Walden ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, waldenj@pfm.com, OR 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Witness:

BERMAN CONSTRUCTION, LLC

Print Name: _____

By: _____
Its: _____

Exhibit A: Form of Work Authorization

WORK AUTHORIZATION FOR MAINTENANCE SERVICES

This **Work Authorization** (the “**Work Authorization**”), dated _____, 2020, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE BOGGY CREEK IMPROVEMENT DISTRICT AND BERMAN CONSTRUCTION, LLC FOR GENERAL MAINTENANCE SERVICES* (the “**Agreement**”), dated _____, 2020, by and between:

Boggy Creek Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Orlando, Florida, and whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the “**District**”); and

Berman Construction, LLC, a Florida limited liability company, with a mailing address of 9801 Lake Nona Club Drive, Orlando, Florida 32827 (hereinafter “**Contractor**”, together with District the “**Parties**”).

Section 1. Scope of Services. Contractor shall provide _____ maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Services**”).

Section 2. Compensation and Term. It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount and for the term set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

Section 3. Acceptance. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary

By: _____
Its: _____

BERMAN CONSTRUCTION, LLC

Witness

By: _____
Its: _____

Exhibit A: Proposal/Scope of Services

BOGGY CREEK IMPROVEMENT DISTRICT

**Revision to 2nd Amended and Restated Engineer's
Report for Capital Improvements for Infrastructure**

SECOND AMENDED AND RESTATED
ENGINEER'S REPORT FOR
CAPITAL IMPROVEMENTS FOR INFRASTRUCTURE

BOGGY CREEK IMPROVEMENT DISTRICT

May 1, 2018
Adopted June 19, 2018
Revised August 12, 2020

FOR
BOGGY CREEK IMPROVEMENT DISTRICT
ORLANDO, FLORIDA

BY:
DONALD W. McINTOSH ASSOCIATES, INC.
2200 PARK AVENUE NORTH
WINTER PARK, FL 32789

BOGGY CREEK IMPROVEMENT DISTRICT
SECOND AMENDED AND RESTATED CAPITAL IMPROVEMENTS FOR
INFRASTRUCTURE

I. BACKGROUND

The Boggy Creek Improvement District (the “District”) is one of three Improvement Districts (including the Myrtle Creek Improvement District and the Greeneway Improvement District) which together form a Master Planned community known as Lake Nona. This report is intended to amend and restate that Amended and Restated Engineers Report for Capital Improvements for Infrastructure dated March 18, 2013.

The Boggy Creek Improvement District is located on approximately 1,126 acres. Lake Nona Land Company, LLC (the “Developer”) currently owns a majority of the property and will act as the Master Developer of the Development as defined herein. The Boggy Creek Improvement District previously completed several master infrastructure improvements including Veterans Way (fka Road “E”), Medical City Drive (fka Road “L”), Humboldt Drive (fka Road “N”), Laureate Parkway (fka Road “Q”) and Lake Nona Boulevard (fka Road “B”) which have all been dedicated to the City of Orlando. The District has been created as a unit of special purpose government to finance, operate and maintain certain public infrastructure improvements described herein. This Report has been prepared at the request of the District.

The District site is generally located east of Boggy Creek Road, north and south of State Road 417 (the “Central Florida Greeneway”), west of Narcoossee Road, and generally north of the Orange County/Osceola County line in the City of Orlando, Florida. The lands within the District are currently part of the existing Lake Nona Planned Development approved by the City of

Boggy Creek Improvement District
Capital Improvements for Infrastructure
Page 2

Orlando at a City Council meeting. As represented by the Developer, the City-approved Planned Development Program for lands within the District now includes development of 4,607,302 square feet (sq. ft.) of retail development; 3,851,881 sq. ft. of hospital/office development; 5,460,204 sq. ft. of research and development; 1,995 hotel rooms; and 1,189 seats of restaurant use along with civic facilities and other community facilities (churches, library, etc.) (the “Development”).

This Report includes a summary of the major capital infrastructure improvements previously completed (the “Series 2010 Bond Improvements”), recently completed or committed (the “Series 2013 Bond Improvements”), planned within the near term (“Series 2018 Bond Improvements”), and future planned infrastructure improvements proposed by the District. This Report also adjusts the Capital Improvement Plan budget with the currently contemplated but remaining to be completed improvements.

The District previously received Bond financing through a Series 2010 Bond issue and a Series 2013 Bond issue, which completed the necessary infrastructure depicted in the attached plan labeled Exhibit “A,” plan sheet 1 of 3 and titled “Boggy Creek Improvement District Previously Funded Improvements.” It is the intent of the District to undertake a bond issue to finance certain near-term improvements within the District. These improvements are identified and described herein and depicted on the attached Exhibit “A,” plan sheet 2 of 3 and entitled “Boggy Creek Improvement District 2018 Improvements.” Exhibit “A” plan sheet 3 of 3, entitled “Boggy Creek Improvement District Future Improvements,” has been revised in this Report to depict the balance of the currently contemplated infrastructure improvements yet to be completed. Two additional small but important pieces of necessary public infrastructure have been added to the infrastructure

Boggy Creek Improvement District
Capital Improvements for Infrastructure
Page 3

development program included herein, being the southerly extension of Medical City Drive (2018 improvement) and an additional connection between Laureate Parkway and Lake Nona Boulevard (future improvement). In addition, the ultimate four (4) laning of a potential western extension of Laureate Boulevard has been removed from the program.

The Developer may pursue approvals of additional entitlements for the project. If additional entitlements are approved, the District may pursue design, construction and installation of additional infrastructure improvements and bond financing necessary to support the additional entitlements.

The Boggy Creek Improvement District had previously submitted and received approval of a petition to amend its District boundaries to the City of Orlando, Florida. The capital improvements included herein reflect those improvements currently proposed within the currently approved District boundary.

All of the approximately 1,126 gross acres of property are initially considered developable areas. Roadway rights-of-way, stormwater facilities, sanitary sewer lift stations and other public improvements are included within this acreage. Minor revisions to the currently contemplated development program can be implemented if consistent with the City-approved Planned Development Program. Ultimate build-out is presently expected to occur over a fifteen (15) year period.

This Second Amended and Restated Engineer's Report for Capital Improvements has been prepared to assist with the financing of the capital improvements which have been or are currently contemplated to be constructed, acquired and/or installed for the development by the District. It

also presents the latest plan for infrastructure required to support the continuing development of the District.

The capital improvements reflected in this Report represent the present intentions of the Developer and the District. The implementation of some of the improvements discussed in this plan will require final approval by many regulatory and permitting agencies, including the City of Orlando and the Central Florida Expressway Authority. The actual improvements may vary from the capital improvements in this Report. This Report, therefore, may be amended from time to time.

Cost estimates contained in this Report have been prepared based on the best available information at this time. The actual costs of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented. It is expected that if any additional bonds are issued to fund new infrastructure, an amended Completion Agreement will be required to be executed by the Master Developer for any of the District's Capital Improvement Plan not funded by Bonds.

II. OBJECTIVE

This Second Amended and Restated Engineer's Report for Capital Improvements has been prepared to assist with the financing and construction of various public infrastructure required to continue the logical progression of development and provide safe and adequate access, utilities, parks, etc. within the Boggy Creek Improvement District. This Report presents a narrative description of the major components included within the infrastructure systems and presents Amended and Restated Engineer's estimates of costs for completing the District-related improvements to support the development project.

III. EXISTING DISTRICT ACTIVITIES

Development activity within the District has been underway since January 2004.

At this point in time, the District has constructed Lake Nona Boulevard (fka Road “B”), Veterans Way (fka Road “E”), two lanes of Medical City Drive (fka Road “L”), Humboldt Drive (fka Road “N”) and two lanes of Laureate Boulevard (fka Road “Q”). To date, the District has constructed approximately \$55,000,000.00 worth of improvements for these facilities, including right-of-way acquisition and soft costs.

The Boggy Creek Improvement District had previously entered into agreements with the Greenway and Myrtle Creek Improvement Districts to assist with the funding of a major roadway interchange project on State Road 417 (the “Central Florida Greenway”) needed to serve the project. Each of the Districts shares in the cost of the interchange. The portions attributable to each District are estimated at 32.5% to the Boggy Creek Improvement District, 36.0% to the Greenway Improvement District and 31.5% to the Myrtle Creek Improvement District. These interchange improvements were completed by the Developer and acquired at completion by the District(s).

All of the aforementioned improvements, with the exception of landscape, hardscape and irrigation improvements, have been dedicated to the applicable governmental or jurisdictional agency for operation and maintenance.

IV. TRANSPORTATION IMPROVEMENTS

As outlined in the Lake Nona Planned Development Ordinance, a series of roadway improvements are required to develop the project. The primary roadway improvements currently proposed include approximately thirty-seven thousand seven hundred (37,700) linear feet of roads and will define the major ingress and egress points throughout the development as well as serve as the collector and arterial roads to support existing and future development.

The roadways included in the primary infrastructure include the major boulevards or “framework roadways” necessary to provide safe and adequate access to the lands within the District. A graphic depiction of these primary roadways is set forth in the three plan sheets in Exhibit “A”. In addition, two recently completed roadway improvements outside of the District boundary but deemed necessary public infrastructure improvements for the District included intersection improvements at the intersection of Lake Nona Boulevard and Boggy Creek Road and the realignment of a portion of Lake Nona Boulevard lying west of Boggy Creek Road (fka Beacon Park Boulevard). These improvements were completed with the help of a \$2,200,000.00 Construction Reimbursement Agreement with Orange County. The funds recovered from Orange County were previously deposited into the Series 2013 Capital account and are therefore reflected in the estimates later presented herein.

All roads will be accessible by the public and are proposed to be constructed utilizing at least two lanes of asphalt concrete surface, some with on-street parking and bicycle lanes included therein, and completed with curb sections and sidewalks. An allowance for traffic signalization is also included. All roads will be landscaped with selected roads having landscaped medians. The

Boggy Creek Improvement District
Capital Improvements for Infrastructure
Page 7

estimated costs of landscape/hardscape and irrigation are included in the roadway line items of the estimate that follows.

In addition to roadways, the District also intends to undertake improvements that will facilitate enhanced and/or alternative mobility solutions, including but not limited to shared mobility lanes, dedicated rights-of-way, recovery zones for user equipment repairs, rest and hydration, a head-end mobility hub, sheltered waiting areas, upgrading of existing pedestrian and bicycle paths, naturally shaded and streetscaped environments, wayfinding, etc.

The Developer has obtained approval for funding under the BUILD Transportation Discretionary Grant program, which may help to offset some costs that would normally be expected to be borne by the District; however, the potential effect of BUILD Grant funding has not been factored into the estimated costs included in this report. The Developer is also pursuing potential transportation impact fee credits that may be available to offset the costs of transportation infrastructure; however, the applicability and amount are uncertain so they have not been factored into the estimated infrastructure costs included in this report.

An allowance has been included to acquire the right-of-way required to construct the necessary roadway improvements. The actual value of the right-of-way has been approved by the District based on a Board of Supervisor-approved appraisal prior to acquisition. The District's monetary cost for right-of-way had previously been set at \$75,000.00 per acre, which is significantly less than the appraised value, and is therefore utilized for the estimates presented herein.

V. POTABLE WATER, RECLAIMED WATER & SANITARY SEWER FACILITIES

The project's potable water distribution system will include a series of interconnected and looped water mains that run from the northeast corner of the developed property connected to an extension of the major distribution system from the existing Orlando Utilities Commission Water Treatment Plant, through all of the primary roadway corridors hereinbefore described and connecting to the extreme boundaries of the property in all directions. The potable water distribution system will serve as a source for distributing potable water and fire protection water to the Development within the project. Contemplated with the added improvement of an extension of Medical City Drive, the Developer has requested the District construct a water main extension to the southerly limits of the roadway for future extension, the cost of which is included herein.

The project's reclaimed water distribution system will include a series of interconnected and looped reclaimed water mains that run from the northeast corner of the developed property connected to an extension of the major distribution system from the existing City of Orlando Conserv II reclaimed water system. Like the potable water mains, the reclaimed water mains will run through all of the primary roadway corridors hereinbefore described and connect to the extreme boundaries of the property in all directions. The reclaimed water distribution system will serve as a source for distributing non-potable (irrigation) water to the Development within the project. The District will only fund the operating cost of providing reclaimed water to District-owned common areas. Contemplated with the added improvement of an extension of Medical City Drive, the Developer has requested the District construct a reclaimed water main extension to the southerly limits of the roadway for future extension, the cost of which is included herein.

Boggy Creek Improvement District
Capital Improvements for Infrastructure
Page 9

The project's sanitary sewer system includes a network of gravity collection systems, wastewater lift stations, and sanitary force mains connecting to existing facilities located on the northeast portion of the project adjacent the Central Florida Greenway that are currently owned and operated by the City of Orlando (Lift Station 139). These sanitary sewer facilities will act as the collection, transmission and distribution systems for development of the project. All sanitary sewer collection and transmission facilities will be constructed within the primary roadway infrastructure identified in Exhibit "A".

This Second Amended and Restated Engineer's Report includes a significant wastewater improvement including the complete construction of a new Master Lift Station and crossing State Road 417 (the Central Florida Greenway) with a major sanitary force main proposed to be connected to the City's regional Lift Station No. 139. The Developer has successfully completed negotiating a Wastewater Reimbursement Credit Agreement with the City of Orlando that will provide up to \$714,614.00 in wastewater connection fee credits for constructing the improvements currently proposed. Therefore, if the District funds these improvements as expected, the District will receive these credits. We have therefore noted this potential reimbursement in the cost estimates. Contemplated with the added improvement of an extension of Medical City Drive, the Developer has requested the District construct a casing to accommodate a future sanitary force main extension to the southerly limits of the roadway, the cost of which is included herein.

VI. ELECTRICAL DUCT BANK AND STREET LIGHT CONDUITS

The infrastructure roadway corridors include a plastic pipe duct bank and street lighting conduit system. This duct bank and conduit system will enable the efficient distribution of electric power to the development and the street light network. The proposed duct bank and conduit system will run within the rights-of-way or easements established for the roadway corridors and be placed as part of the initial roadway construction to significantly limit the amount of disruption required to provide these needed services to the development project as construction progresses. Offsite connections to the Orlando Utilities Commission transmission facilities will occur around the project boundary at strategic locations. The District may finance the cost of undergrounding such facilities, as well as the proposed upgrade from standard street lighting fixtures and poles.

VII. STORMWATER MANAGEMENT FACILITIES

To enable development of the public infrastructure improvements required for the development project, a site-wide master stormwater management facility has been and will continue to be implemented. This master stormwater management system consists of a series of surface water retention/detention ponds enabling treatment and attenuation of stormwater runoff from the developed improvements. To date, the Developer has funded all of the mass excavation and grading associated with constructing the master lake system and filling the project for development. In addition, a series of interconnected stormwater management facilities (roadway inlets, collector pipes, manholes, etc.) constructed within the proposed infrastructure roadways connects and will connect the development roadway systems and other surrounding development to the master stormwater management system. The entire

stormwater management system also includes a series of special control structures, pipes, weirs, and necessary flow diversion structures in accordance with the regulatory criteria established and mandated by the South Florida Water Management District and the City of Orlando.

At this time, with the exception of the four (4) stormwater management system ponds immediately adjacent to the State Road 417 interchange, it is currently anticipated that the Developer will retain ownership of the stormwater management area tracts required to construct the necessary improvements. As such, the District will not be required to pay for constructing the stormwater retention and detention ponds related to the Development and therefore no costs for constructing the same are included herein. The costs of grading the roadways constructed by the District will be borne by the District.

VIII. DESIGN / PERMITTING AND CONTINGENCY

Design costs associated with each of the improvements hereinbefore described have been estimated and included in the estimates that follow. Other soft costs include portions of the surveying, design and engineering for all of the described work, regulatory permitting, environmental consulting and materials testing. Some as-built surveying and observation during construction will be required to assure the site is constructed as designed and maintained in a safe and secure manner until sufficient infrastructure is in place to allow for local dedication to the appropriate jurisdictional or regulatory agency. A typical project contingency estimate of approximately 10% has also been included.

IX. CONSTRUCTION SCHEDULE

It is our opinion that the Series 2018 Bond Improvements included in the Capital Improvement Program can be completed within approximately 24 to 36 months from the date of this Report.

X. COST ESTIMATES FOR DEVELOPMENT IMPROVEMENTS

A summary of the Engineer's estimated construction costs is included in Table 1. A listing of the entity expected to receive the dedication of various improvements with the responsibility for operation and maintenance is included in Table 2.

The estimated construction costs identified in this Report represent only those facilities to be designed, constructed, and/or installed by the District and have been prepared based upon the best available information; however, costs will vary based on final engineering, planning and approvals from regulatory agencies.

In our opinion, the estimated costs identified herein are reasonable and sufficient for the design, construction and/or installation of the project.

Table 1
ENGINEER'S OPINION OF PROBABLE COST
BOGGY CREEK IMPROVEMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT SUMMARY
May 1, 2018

Component	Prior Proceeds (1)	Previously Funded Improvements Completed to Date (2)	Previously Funded Improvements Variance	Series 2018 Bond Improvements Estimated Cost	Proposed Future Improvements Estimated Cost	Total District Capital Improvement Plan
Roadway Construction ^(3,4,5)	\$27,621,000.00	\$ 27,402,000.00	-\$219,000.00	\$11,552,000.00	\$9,309,000.00	\$48,482,000.00
Utilities	\$6,138,000.00	\$ 6,006,000.00	-\$132,000.00	\$2,201,000.00	\$2,110,000.00	\$10,449,000.00
Duct Bank Undergrounding/Street Lights	\$4,384,000.00	\$ 4,129,000.00	-\$255,000.00	\$1,513,000.00	\$1,073,000.00	\$6,970,000.00
City of Orlando Wastewater Credit	\$0.00	\$0.00	\$0.00	-\$714,600.00	\$0.00	-\$714,600.00
Soft Costs	\$5,700,000.00	\$ 6,201,000.00	\$501,000.00	\$4,275,000.00	\$3,498,000.00	\$13,473,000.00
	\$43,843,000.00	\$43,738,000.00	-\$105,000.00	\$18,826,400.00	\$15,990,000.00	\$78,659,400.00

⁽¹⁾ Includes interest and other income as reported by District Manager.

⁽²⁾ "Previously Funded Improvements Completed to Date" figures are based on requisitions approved as of May 1, 2018, through 2013 Requisition No. 399 (rounded).

⁽³⁾ Roadway/Stormwater/Landscape components include acquisition of some rights-of-way and/or pond tracts, subject to an MAI appraisal and Board approval.

⁽⁴⁾ "Stormwater" portion of projects includes roadway collection and transmission systems and master system outfalls.

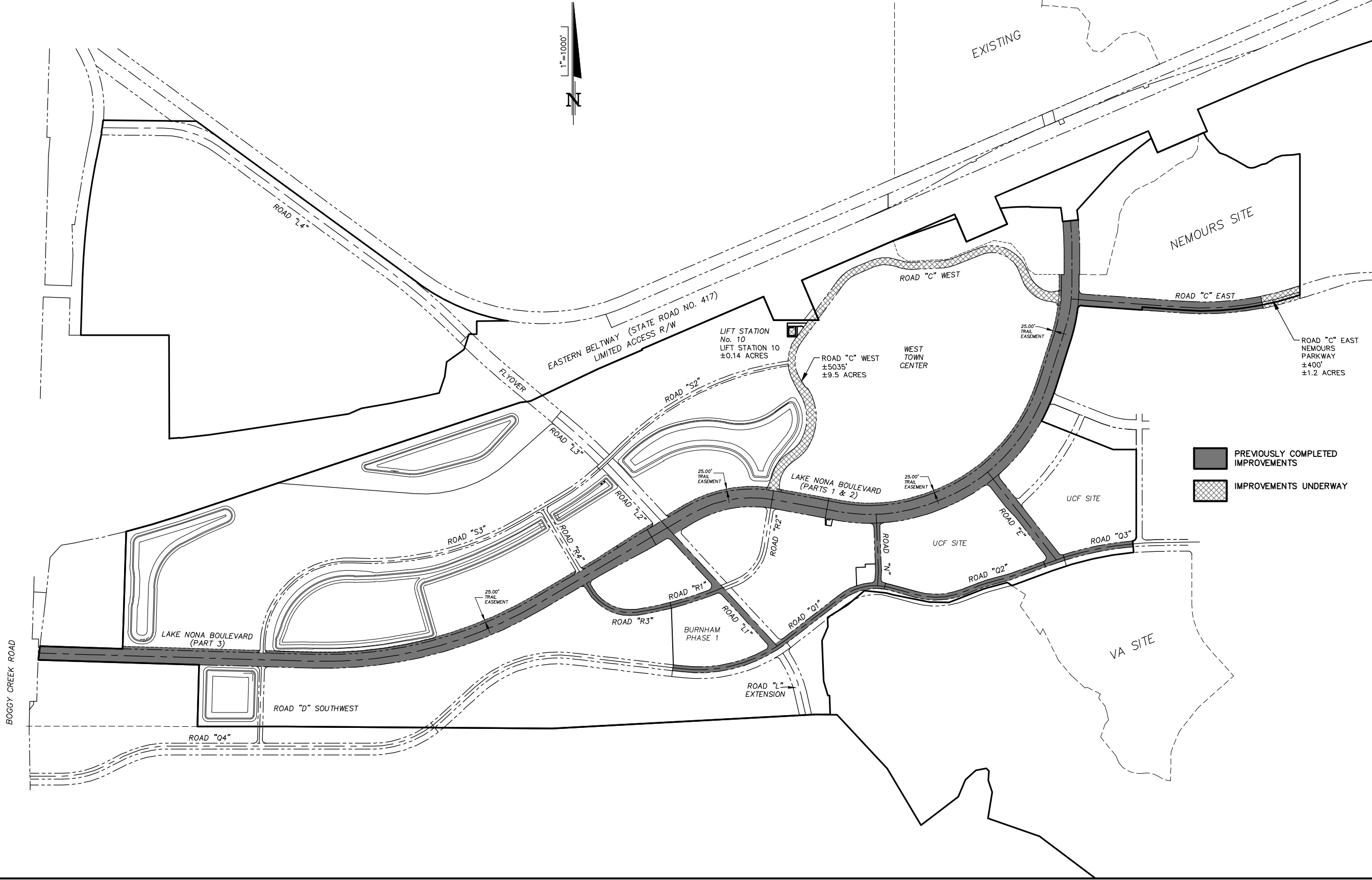
⁽⁵⁾ A series of interconnected multi-purpose trails /recreation areas are included as part of the overall project's landscape / hardscape and irrigation plans. The District intends to own and maintain all such improvements.

⁽⁶⁾ Improvements identified in the Capital Improvement Plan, whether they are identified within the "Previously Funded Improvements," the "Series 2018 Bond Improvements" or the "Proposed Future Improvements" in the chart above, may be financed with proceeds of any series of Bonds or other available capital, subject to Board approval.

TABLE 2
BOGGY CREEK IMPROVEMENT DISTRICT
DISTRICT CONSTRUCTED SYSTEM-DEDICATION SUMMARY

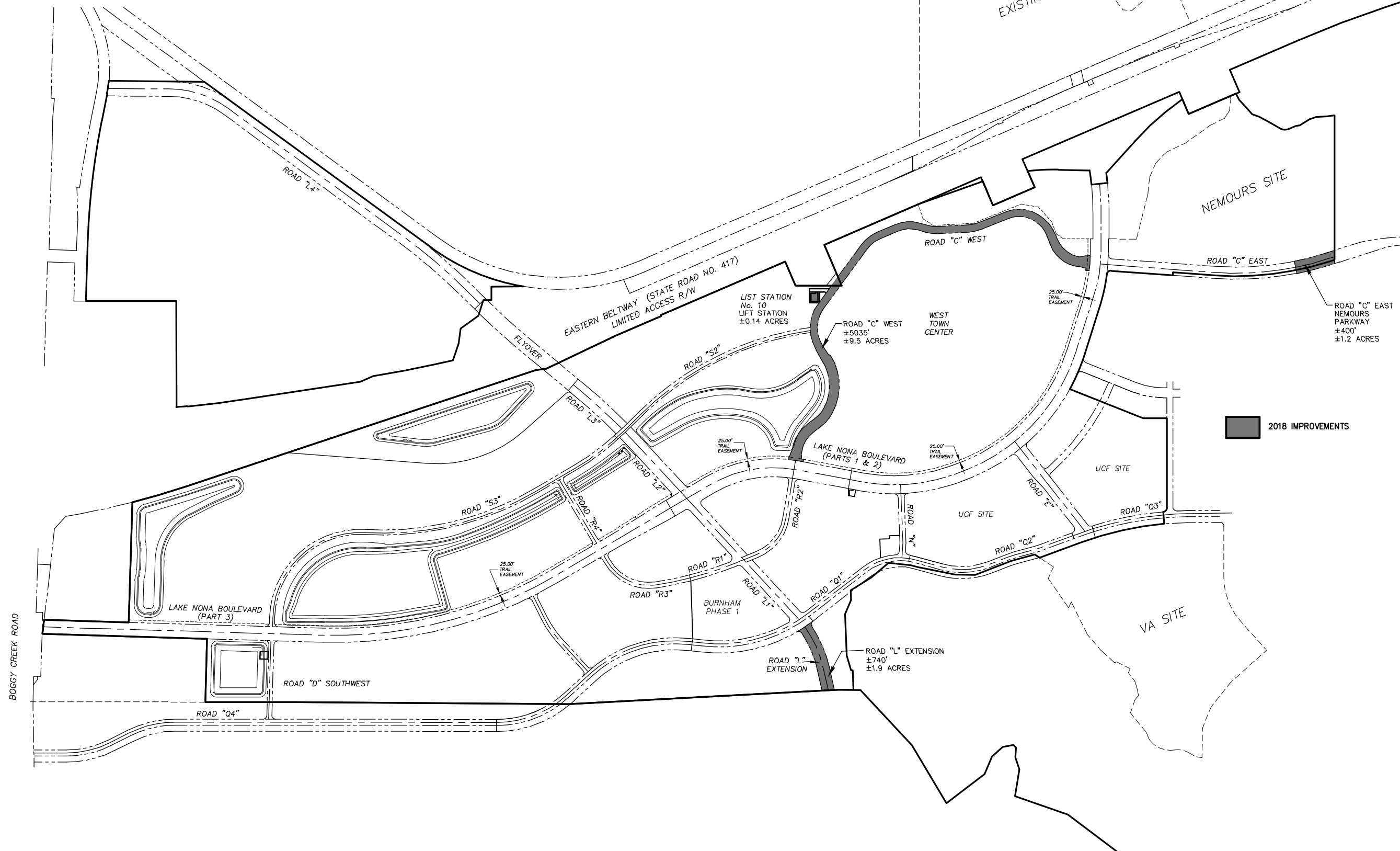
<u>DISTRICT CONSTRUCTED SYSTEM</u>	<u>OWNERSHIP</u>	<u>OPERATION AND MAINTENANCE ENTITY</u>
Public Roadways	City of Orlando	City of Orlando
Potable Water	Orlando Utilities Commission	Orlando Utilities Commission
Sanitary Sewer	City of Orlando	City of Orlando
Reclaimed Water	City of Orlando	City of Orlando
Stormwater	District / City of Orlando	District / City of Orlando
Duct Bank	Orlando Utilities Commission	Orlando Utilities Commission
Common Areas	District	District
Parks and Recreation	City of Orlando / District	City of Orlando / District

NOTE:
- INFORMATION SHOWN HEREON IS SUBJECT TO CHANGE WITH FINAL ENGINEERING AND DESIGN.
- INFORMATION SHOWN HEREON HAS BEEN DERIVED FROM DIRECTION FROM CLIENT. THE RIGHT-OF-WAY LOCATIONS AND SECTION DIMENSIONS ARE BASED ON DIMMA MASTER CIRCULATION PLAN COMPARISON DATED FEBRUARY 1, 2008. INFORMATION SHOWN HEREON IS PRELIMINARY AND SUBJECT TO CHANGE. SOME OF THE INFORMATION CONTAINED HEREWITH IS CONCEPTUAL AND NOT BASED ON FINAL ENGINEERING DESIGN.



DRAWING SERIESBONDIMP.DWG	SHEET	1 OF 3	EXHIBIT "A"	DONALD W. McINTOSH ASSOCIATES, INC. ENGINEERS 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068				NO. DATE		SEE SHEET 1 FOR REVISIONS		CHK.	
				DESIGNED BY JUN		CHECKED BY JUN		DATE 5/1/18		JOB NUMBER 23218			SCALE 1"=1000'
BOGGY CREEK IMPROVEMENT DISTRICT PREVIOUSLY FUNDED IMPROVEMENTS													

- INFORMATION SHOWN HEREON HAS BEEN DERIVED FROM DIRECTION FROM CLIENT. THE RIGHT-OF-WAY LOCATIONS AND SECTION DIMENSIONS ARE BASED ON DWMA MASTER CIRCULATION PLAN COMPARISON DATED FEBRUARY 1, 2008. INFORMATION SHOWN HEREON IS PRELIMINARY AND SUBJECT TO CHANGE. SOME OF THE INFORMATION CONTAINED HEREWITH IS CONCEPTUAL AND NOT BASED ON FINAL ENGINEERING DESIGN.



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NO.	DATE	DESCRIPTION	CHK.
SEE SHEET 1 FOR REVISIONS			
REVISIONS			

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 844-4068

BOGGY CREEK IMPROVEMENT DISTRICT 2018 IMPROVEMENTS

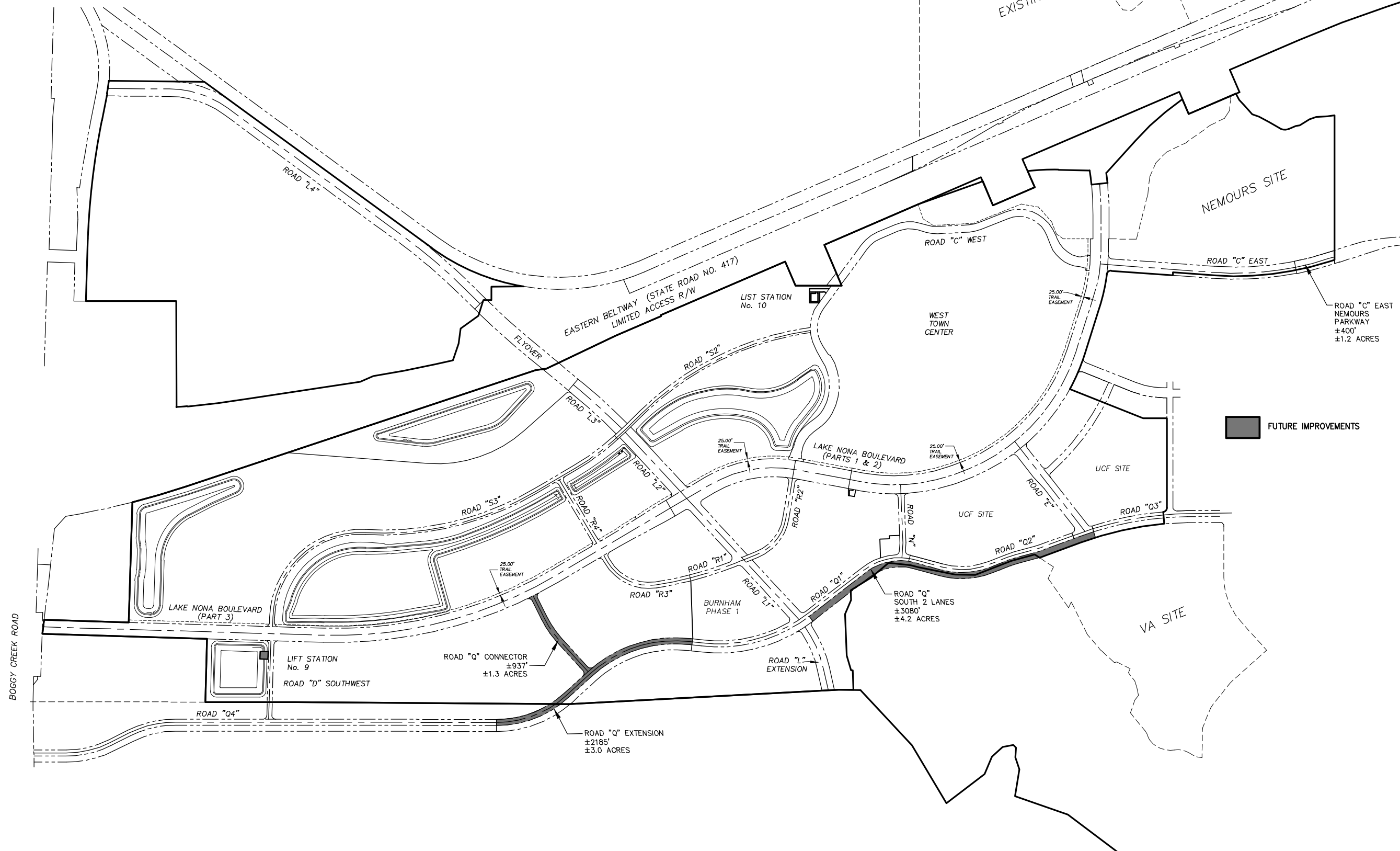
DRAFTING

SHEET


3
OF
2

EXHIBIT "A"

- INFORMATION SHOWN HEREON HAS BEEN DERIVED FROM DIRECTION FROM CLIENT. THE RIGHT-OF-WAY LOCATIONS AND SECTION DIMENSIONS ARE BASED ON DWMA MASTER CIRCULATION PLAN COMPARISON DATED FEBRUARY 1, 2008. INFORMATION SHOWN HEREON IS PRELIMINARY AND SUBJECT TO CHANGE. SOME OF THE INFORMATION CONTAINED HEREWITH IS CONCEPTUAL AND NOT BASED ON FINAL ENGINEERING DESIGN.



NO.	DATE	DESCRIPTION	CHK.
SEE SHEET 1 FOR REVISIONS			
REVISIONS			



DONALD W. MCINTOSH
ENGINEERS

ASSOCIATES, INC.
PLANNERS
SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

DRAWN BY CWC	DESIGNED BY JUN	CHECKED BY JUN	DATE 5/1/18	SCALE 1"=1000'	JOB NUMBER 23218
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**BOGGY CREEK
IMPROVEMENT DISTRICT
FUTURE IMPROVEMENTS**

BOGGY CREEK IMPROVEMENT DISTRICT

**District Counsel Fee Increase Letter
for Fiscal Year 2021**

Hopping Green & Sams

Attorneys and Counselors

May 19, 2020

Board of Supervisors
Boggy Creek Community Development District
c/o Jennifer Walden, District Manager
PFM Group Consulting, LLC
12051 Corporate Blvd.
Orlando, Florida 32817

Re: Hopping Green & Sams Fiscal Year 2020 Rates

Dear Board Members:

Since our firm was retained, we have charged the Boggy Creek Community Development District ("District") fees at an hourly rate for the provision of legal services. This letter sets forth our proposal for an adjustment in our legal fees charged to the District. The increases in billing rates for existing clients are based upon our costs of doing business, increases in the experience and expertise of our attorneys and market trends. We have enjoyed the opportunity to work with the District and appreciate this opportunity to address our rates.

Please note that we have not proposed annual rate increases contemplated by the Agreement between the District and our firm since 2014. With respect to fees for our services for fiscal year 2020-2021, my hourly rate is proposed to adjust to \$290, which represents an annual increase of approximately .5% in the rates charged for the supervising attorney providing the majority of legal services to the District. This reflects a 5% discount from my regular rate. Further, the rate for paralegal services is proposed to adjust from \$125 to \$135. I request these changes be made effective October 1, 2020.

As we have in the past, we will endeavor to keep our fees as low as possible to you, while maintaining our professional and ethical obligations to provide service. We do not expect these rates to negatively affect the District's budget.

We welcome the opportunity to discuss this proposal with you further. If you have any questions, please feel free to call.

Very truly yours,

HOPPING GREEN & SAMS, P.A.



Tucker F. Maskie

Accepted:

Richard Levey
Chair, Board of Supervisors

Date: _____

BOGGY CREEK IMPROVEMENT DISTRICT

**Resolution 2020-10,
Adopting the Fiscal Year 2021 Budget and
Appropriating Funds**

RESOLUTION 2020-10

THE ANNUAL APPROPRIATION RESOLUTION OF THE BOGGY CREEK IMPROVEMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2020, submitted to the Board of Supervisors (“**Board**”) of the Boggy Creek Improvement District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Boggy Creek Improvement District for the Fiscal Year Ending September 30, 2021."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
DEBT SERVICE FUND(S)	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

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

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

PASSED AND ADOPTED THIS 18th DAY OF AUGUST, 2020.

ATTEST:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

By: _____

Its: CHAIRMAN

EXHIBIT A

Boggy Creek Improvement District
FY 2021 Proposed O&M Budget

	Actual Through 07/31/2020	Anticipated Aug. - Sep.	Anticipated FY 2020 Total	FY 2020 Adopted Budget	FY 2021 Proposed Budget	Change in Year Variance
<u>Revenues</u>						
Off-Roll Assessments	\$ 920,455.47	\$ -	\$ 920,455.47	\$ 920,455.44	\$ 920,455.44	\$ -
Developer Contributions	6,705.50	-	6,705.50	-	-	-
Net Revenues	\$ 927,160.97	\$ -	\$ 927,160.97	\$ 920,455.44	\$ 920,455.44	\$ -
<u>General & Administrative Expenses</u>						
<u>Legislative</u>						
Supervisor Fees	\$ 4,400.00	\$ 1,200.00	\$ 5,600.00	\$ 7,200.00	\$ 7,200.00	\$ -
<u>Financial & Administrative</u>						
Public Officials' Liability Insurance	3,331.00	-	3,331.00	3,500.00	3,675.00	175.00
Trustee Services	6,330.32	-	6,330.32	2,700.00	7,000.00	4,300.00
Management	31,250.00	6,250.00	37,500.00	37,500.00	37,500.00	-
Engineering	9,994.00	1,998.80	11,992.80	10,000.00	11,500.00	1,500.00
Dissemination Agent	5,000.00	-	5,000.00	5,000.00	5,000.00	-
District Counsel	13,469.31	2,693.86	16,163.17	30,000.00	30,000.00	-
Assessment Administration	7,500.00	-	7,500.00	7,500.00	7,500.00	-
Reamortization Schedules	-	250.00	250.00	250.00	250.00	-
Audit	6,000.00	-	6,000.00	6,500.00	5,000.00	(1,500.00)
Arbitrage Calculation	-	-	-	1,200.00	1,200.00	-
Travel and Per Diem	39.75	7.95	47.70	350.00	300.00	(50.00)
Telephone	-	58.33	58.33	350.00	50.00	(300.00)
Postage & Shipping	119.95	23.99	143.94	500.00	500.00	-
Copies	-	416.67	416.67	2,500.00	2,000.00	(500.00)
Legal Advertising	3,676.27	735.25	4,411.52	6,000.00	9,500.00	3,500.00
Miscellaneous	200.08	299.92	500.00	3,000.00	5,500.00	2,500.00
Property Taxes	-	-	-	500.00	150.00	(350.00)
Web Site Maintenance	3,580.00	250.00	3,830.00	2,700.00	2,700.00	-
Holiday Decorations	372.00	-	372.00	1,000.00	6,000.00	5,000.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00	-
Total General & Administrative Expenses	\$ 95,437.68	\$ 14,184.78	\$ 109,622.46	\$ 128,425.00	\$ 142,700.00	\$ 14,275.00

Boggy Creek Improvement District
FY 2021 Proposed O&M Budget

	Actual Through 07/31/2020	Anticipated Aug. - Sep.	Anticipated FY 2020 Total	FY 2020 Adopted Budget	FY 2021 Proposed Budget	Change in Year Variance
<u>Field Operations Expenses</u>						
Electric Utility Services						
Electric	\$ 3,410.64	\$ 682.13	\$ 4,092.77	\$ 2,000.00	\$ 4,500.00	\$ 2,500.00
Entry Lighting	-	83.33	83.33	500.00	500.00	-
Water-Sewer Combination Services						
Water Reclaimed	25,417.26	5,083.45	30,500.71	45,000.00	35,000.00	(10,000.00)
Other Physical Environment						
General Insurance	3,779.00	-	3,779.00	4,050.00	4,175.00	125.00
Property & Casualty	3,422.00	-	3,422.00	3,500.00	3,775.00	275.00
Other Insurance	-	-	-	500.00	100.00	(400.00)
Irrigation Repairs	56,837.59	11,367.52	68,205.11	30,000.00	40,000.00	10,000.00
Landscaping Maintenance & Material	197,803.58	47,267.23	245,070.81	253,393.50	262,842.00	9,448.50
Landscape Improvements	16,153.00	38,847.00	55,000.00	55,000.00	65,000.00	10,000.00
Other Landscape Maintenance	41,165.00	21,692.60	62,857.60	62,857.60	-	(62,857.60)
Tree Trimming	8,160.00	31,840.00	40,000.00	40,000.00	40,000.00	-
Contingency	712.75	19,287.25	20,000.00	20,000.00	31,361.47	11,361.47
Pest Control	1,510.00	1,510.00	3,020.00	-	3,020.00	3,020.00
Hurricane Cleanup	-	20,000.00	20,000.00	20,000.00	20,000.00	-
Interchange Maintenance Expenses						
IME - Aquatics Maintenance	2,713.70	731.30	3,445.00	3,445.00	3,445.00	-
IME - Irrigation Repair	3,519.39	6,230.61	9,750.00	9,750.00	9,750.00	-
IME - Landscaping	68,542.26	13,708.45	82,250.71	78,717.60	78,782.60	65.00
IME - Lighting	16,644.50	3,355.50	20,000.00	20,000.00	1,625.00	(18,375.00)
IME - Miscellaneous	3,553.87	710.77	4,264.64	1,499.88	1,625.00	125.13
IME - Water Reclaimed	433.24	2,566.76	3,000.00	3,000.00	2,437.50	(562.50)
Road & Street Facilities						
Entry and Wall Maintenance	5,000.00	5,000.00	10,000.00	10,000.00	15,000.00	5,000.00
Streetslights	45,307.53	41,082.67	86,390.20	86,390.20	96,390.20	10,000.00
Parks & Recreation						
Personnel Leasing Agreement	16,666.70	3,333.30	20,000.00	20,000.00	36,000.00	16,000.00
Reserves						
Infrastructure Capital Reserve	-	20,166.67	20,166.67	20,166.67	20,166.67	-
Interchange Maintenance Reserve	-	2,360.00	2,360.00	2,360.00	2,360.00	-
Total Field Operations Expenses	\$ 520,752.01	\$ 296,906.54	\$ 817,658.55	\$ 792,130.44	\$ 777,855.44	\$ (14,275.00)
Total Expenses	\$ 616,189.69	\$ 311,091.31	\$ 927,281.00	\$ 920,555.44	\$ 920,555.44	\$ -
Income (Loss) from Operations	\$ 310,971.28	\$ (311,091.31)	\$ (120.03)	\$ (100.00)	\$ (100.00)	\$ -
<u>Other Income (Expense)</u>						
Interest Income	\$ 100.03	\$ 20.01	\$ 120.04	\$ 100.00	\$ 100.00	\$ -
Total Other Income (Expense)	\$ 100.03	\$ 20.01	\$ 120.04	\$ 100.00	\$ 100.00	\$ -
Net Income (Loss)	\$ 311,071.31	\$ (311,071.31)	\$ -	\$ -	\$ -	\$ -

Boggy Creek Improvement District
FY 2021 Proposed Debt Service Budget
Series 2013 Special Assessment Bonds

	FY 2021 Proposed Budget
REVENUES:	
Special Assessments Series 2013	\$ 5,180,456.26
TOTAL REVENUES	<u>\$ 5,180,456.26</u>
EXPENDITURES:	
Series 2013 - Interest 11/01/2020	\$ 1,232,178.13
Series 2013 - Principal 05/01/2021	1,525,000.00
Series 2013 - Interest 05/01/2021	1,232,178.13
TOTAL EXPENDITURES	<u>\$ 3,989,356.26</u>
EXCESS REVENUES	<u>\$ 1,191,100.00</u>
Series 2013 - Interest 11/01/2021	\$ 1,191,100.00

BOGGY CREEK IMPROVEMENT DISTRICT

**Resolution 2020-11,
Adopting an Assessment Roll for Fiscal
Year 2021 and Certifying Special
Assessments for Collection**

RESOLUTION 2020-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020/2021; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budgets ("**Adopted Budget**") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021**"), attached hereto as **Exhibit "A,"** and

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

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

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

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

WHEREAS, the District has previously levied an assessment for debt service for its Series 2013 Bonds and its Series 2018 Note, which the District desires to collect for Fiscal Year 2020/2021; and

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

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

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

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

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

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Direct Bill Assessments.** The operations and maintenance special assessments, and previously levied debt service special assessments for the Series 2013 Bonds, will be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** The operations and maintenance special assessments, and previously levied debt service special assessments for the Series 2013 Bonds directly collected by the District are due in full on December 1, 2020; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2020, 25% due no later than February 1, 2021 and 25% due no later than May 1, 2021. The previously levied debt service special assessments for the Series 2018 Note will be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** The previously levied debt service special assessments for the Series 2018 Note directly collected by the District shall be paid within thirty (30) days of receipt of a direct bill invoice from the District, which invoice shall be delivered to applicable landowners not later than October 1, 2020 and April 1, 2021, for the debt service payments due November 1, 2020, and May 1, 2021, respectively. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2020/2021, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method

on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

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

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

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

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

PASSED AND ADOPTED this 18TH day of August, 2020.

ATTEST:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll

Exhibit A:
Budget

Boggy Creek Improvement District
FY 2021 Proposed O&M Budget

	Actual Through 07/31/2020	Anticipated Aug. - Sep.	Anticipated FY 2020 Total	FY 2020 Adopted Budget	FY 2021 Proposed Budget	Change in Year Variance
Revenues						
Off-Roll Assessments	\$ 920,455.47	\$ -	\$ 920,455.47	\$ 920,455.44	\$ 920,455.44	\$ -
Developer Contributions	6,705.50	-	6,705.50	-	-	-
Net Revenues	\$ 927,160.97	\$ -	\$ 927,160.97	\$ 920,455.44	\$ 920,455.44	\$ -
General & Administrative Expenses						
Legislative						
Supervisor Fees	\$ 4,400.00	\$ 1,200.00	\$ 5,600.00	\$ 7,200.00	\$ 7,200.00	\$ -
Financial & Administrative						
Public Officials' Liability Insurance	3,331.00	-	3,331.00	3,500.00	3,675.00	175.00
Trustee Services	6,330.32	-	6,330.32	2,700.00	7,000.00	4,300.00
Management	31,250.00	6,250.00	37,500.00	37,500.00	37,500.00	-
Engineering	9,994.00	1,998.80	11,992.80	10,000.00	11,500.00	1,500.00
Dissemination Agent	5,000.00	-	5,000.00	5,000.00	5,000.00	-
District Counsel	13,469.31	2,693.86	16,163.17	30,000.00	30,000.00	-
Assessment Administration	7,500.00	-	7,500.00	7,500.00	7,500.00	-
Reamortization Schedules	-	250.00	250.00	250.00	250.00	-
Audit	6,000.00	-	6,000.00	6,500.00	5,000.00	(1,500.00)
Arbitrage Calculation	-	-	-	1,200.00	1,200.00	-
Travel and Per Diem	39.75	7.95	47.70	350.00	300.00	(50.00)
Telephone	-	58.33	58.33	350.00	50.00	(300.00)
Postage & Shipping	119.95	23.99	143.94	500.00	500.00	-
Copies	-	416.67	416.67	2,500.00	2,000.00	(500.00)
Legal Advertising	3,676.27	735.25	4,411.52	6,000.00	9,500.00	3,500.00
Miscellaneous	200.08	299.92	500.00	3,000.00	5,500.00	2,500.00
Property Taxes	-	-	-	500.00	150.00	(350.00)
Web Site Maintenance	3,580.00	250.00	3,830.00	2,700.00	2,700.00	-
Holiday Decorations	372.00	-	372.00	1,000.00	6,000.00	5,000.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00	-
Total General & Administrative Expenses	\$ 95,437.68	\$ 14,184.78	\$ 109,622.46	\$ 128,425.00	\$ 142,700.00	\$ 14,275.00

Boggy Creek Improvement District
FY 2021 Proposed O&M Budget

	Actual Through 07/31/2020	Anticipated Aug. - Sep.	Anticipated FY 2020 Total	FY 2020 Adopted Budget	FY 2021 Proposed Budget	Change in Year Variance
<u>Field Operations Expenses</u>						
Electric Utility Services						
Electric	\$ 3,410.64	\$ 682.13	\$ 4,092.77	\$ 2,000.00	\$ 4,500.00	\$ 2,500.00
Entry Lighting	-	83.33	83.33	500.00	500.00	-
Water-Sewer Combination Services						
Water Reclaimed	25,417.26	5,083.45	30,500.71	45,000.00	35,000.00	(10,000.00)
Other Physical Environment						
General Insurance	3,779.00	-	3,779.00	4,050.00	4,175.00	125.00
Property & Casualty	3,422.00	-	3,422.00	3,500.00	3,775.00	275.00
Other Insurance	-	-	-	500.00	100.00	(400.00)
Irrigation Repairs	56,837.59	11,367.52	68,205.11	30,000.00	40,000.00	10,000.00
Landscaping Maintenance & Material	197,803.58	47,267.23	245,070.81	253,393.50	262,842.00	9,448.50
Landscape Improvements	16,153.00	38,847.00	55,000.00	55,000.00	65,000.00	10,000.00
Other Landscape Maintenance	41,165.00	21,692.60	62,857.60	62,857.60	-	(62,857.60)
Tree Trimming	8,160.00	31,840.00	40,000.00	40,000.00	40,000.00	-
Contingency	712.75	19,287.25	20,000.00	20,000.00	31,361.47	11,361.47
Pest Control	1,510.00	1,510.00	3,020.00	-	3,020.00	3,020.00
Hurricane Cleanup	-	20,000.00	20,000.00	20,000.00	20,000.00	-
Interchange Maintenance Expenses						
IME - Aquatics Maintenance	2,713.70	731.30	3,445.00	3,445.00	3,445.00	-
IME - Irrigation Repair	3,519.39	6,230.61	9,750.00	9,750.00	9,750.00	-
IME - Landscaping	68,542.26	13,708.45	82,250.71	78,717.60	78,782.60	65.00
IME - Lighting	16,644.50	3,355.50	20,000.00	20,000.00	1,625.00	(18,375.00)
IME - Miscellaneous	3,553.87	710.77	4,264.64	1,499.88	1,625.00	125.13
IME - Water Reclaimed	433.24	2,566.76	3,000.00	3,000.00	2,437.50	(562.50)
Road & Street Facilities						
Entry and Wall Maintenance	5,000.00	5,000.00	10,000.00	10,000.00	15,000.00	5,000.00
Streetslights	45,307.53	41,082.67	86,390.20	86,390.20	96,390.20	10,000.00
Parks & Recreation						
Personnel Leasing Agreement	16,666.70	3,333.30	20,000.00	20,000.00	36,000.00	16,000.00
Reserves						
Infrastructure Capital Reserve	-	20,166.67	20,166.67	20,166.67	20,166.67	-
Interchange Maintenance Reserve	-	2,360.00	2,360.00	2,360.00	2,360.00	-
Total Field Operations Expenses	\$ 520,752.01	\$ 296,906.54	\$ 817,658.55	\$ 792,130.44	\$ 777,855.44	\$ (14,275.00)
Total Expenses	\$ 616,189.69	\$ 311,091.31	\$ 927,281.00	\$ 920,555.44	\$ 920,555.44	\$ -
Income (Loss) from Operations	\$ 310,971.28	\$ (311,091.31)	\$ (120.03)	\$ (100.00)	\$ (100.00)	\$ -
<u>Other Income (Expense)</u>						
Interest Income	\$ 100.03	\$ 20.01	\$ 120.04	\$ 100.00	\$ 100.00	\$ -
Total Other Income (Expense)	\$ 100.03	\$ 20.01	\$ 120.04	\$ 100.00	\$ 100.00	\$ -
Net Income (Loss)	\$ 311,071.31	\$ (311,071.31)	\$ -	\$ -	\$ -	\$ -

Exhibit B:
Assessment Roll

**Boggy Creek Improvement District
FY 2020 - 2021 Assessment Roll**

Parcel ID	New Acreage	Owner	FY 20-21 Series 2013 Bond Assessment	FY 20-21 Bond Assessment	FY 20-21 O&M Assessment	Total FY 20-21 CDD Assessment
To Be Developed Parcels:						
25-24-30-6052-01-000***	31.9	Nemours Foundation	N/A	0.00%	22,759.08	22,759.08
26-24-30-7650-02-000	22.5	UCF Real Estate Foundation, LLC	N/A	0.00%	16,052.64	16,052.64
26-24-30-7650-01-000**	18.27	UCF Real Estate Foundation, LLC	N/A	0.00%	13,034.75	13,034.75
22-24-30-0000-00-006	185.22	Lake Nona Land Co., LLC	575,031.78	14.41%	132,145.37	707,177.15
23-24-30-0000-00-009	12.82	Lake Nona Land Co., LLC	39,800.82	1.00%	9,146.44	48,947.26
26-24-30-0000-00-014	317.27	Lake Nona Land Co., LLC	984,992.61	24.68%	226,356.54	1,211,349.15
26-24-30-4972-02-000	66.34	Lake Nona Land Co., LLC	205,958.36	5.16%	47,330.33	253,288.69
26-24-30-0000-00-010	0	Lake Nona Land Co., LLC	-	0.00%	-	-
25-24-30-0000-00-013	2.84	Lake Nona Land Co., LLC	8,817.03	0.22%	2,026.20	10,843.23
26-24-30-0000-00-023	36.75	Lake Nona Research I, LLC	114,093.61	2.86%	26,219.32	140,312.93
26-24-30-0000-00-018	4.66	Lake Nona Land Co., LLC	14,467.38	0.36%	3,324.68	17,792.06
26-24-30-0000-00-022	21.03	Lake Nona Land Co., LLC	65,289.48	1.64%	15,003.87	80,293.35
23-24-30-0000-00-006	22.49	Landport Land Holding, Inc.	69,822.18	1.75%	16,045.51	85,867.69
30-24-23-4968-02-000	9.61	Landport Land Holding, Inc.	29,835.09	0.75%	6,856.26	36,691.35
30-24-23-4973-00-001	0.21	Landport Land Holding, Inc.	651.96	0.02%	149.82	801.78
26-24-30-4932-02-000	11.4	Central Florida Health Services	35,392.30	0.89%	8,133.34	43,525.64
26-24-30-4972-01-000	23.556	LN Towncenter II, LLC	73,131.67	1.83%	16,806.05	89,937.72
26-24-30-4972-01-004	1.247	LNT MOB, LLC	3,871.42	0.10%	889.67	4,761.09
Developed Parcels:						
26-24-30-0000-00-037	5	Amicus Biologies Inc.	165,230.43	4.14%	18,734.01	183,964.44
30-24-23-4973-00-010	1.29	Clayton Investments LLC	3,912.19	0.10%	443.57	4,355.76
26-24-30-4961-01-000	12.17	Lake Nona Innovation Center I, LLC	82,551.09	2.07%	9,359.74	91,910.83
30-24-23-4968-01-000	15	LN Drive Shack LLC	79,416.14	1.99%	9,004.33	88,420.47
26-24-30-4970-01-000	4.88	LNjj LLC	53,725.67	1.35%	4,873.17	58,598.84
26-24-30-4956-01-000*		LN Towncenter I, LLC	9,369.76	0.23%	1,062.36	10,432.12
26-24-30-4956-01-000*		LN Towncenter I, LLC	9,621.91	0.24%	1,090.95	10,712.86

**Boggy Creek Improvement District
FY 2020 - 2021 Assessment Roll**

Parcel ID	New Acreage	Owner	FY 20-21 Series 2013 Bond Assessment	FY 20-21 Bond Assessment	FY 20-21 O&M Assessment	Total FY 20-21 CDD Assessment
26-24-30-4977-01-000	10.149758	LN Towncenter I, LLC	129,470.85	3.24%	14,679.52	144,150.37
26-24-30-4956-01-001*	1.06	LNT Hotel I LLC	159,087.03	3.99%	18,037.50	177,124.53
30-24-26-4972-01-001	1.64	LNT Hotel II LLC	167,665.25	4.20%	19,010.11	186,675.36
30-24-26-4972-01-001		LNT Hotel II LLC	40,536.00	1.02%	4,596.03	45,132.03
26-24-30-4972-01-002	1.928					
26-24-30-4972-01-003		LNT MOB, LLC	168,403.50	4.22%	19,093.85	187,497.35
26-24-30-4956-01-002	0.8	LNT Office I LLC	79,135.92	1.98%	8,972.50	88,108.42
26-24-30-4956-01-000*		LNT Office I LLC	12,084.90	0.30%	1,370.20	13,455.10
26-24-30-4956-01-003	11.345	LNT Office II LLC	201,894.96	5.06%	22,891.16	224,786.12
25-24-30-6052-01-000***	26.67	Nemours Foundation	N/A	0.00%	93,019.90	93,019.90
25-24-30-6052-01-000***	1.43	Nemours Foundation	31,193.54	0.78%	3,536.76	34,730.30
portion of 26-24-30-4792-02-000	4.91	SIMCOM Lake Nona Land Company	85,369.43	2.14%	9,679.26	95,048.69
26-24-30-7650-01-000**	9.22	UCF Real Estate Foundation, LLC	N/A	0.00%	36,251.77	36,251.77
26-24-30-4932-02-001	25.23	University of Central Florida	234,466.00	5.88%	27,911.61	262,377.61
26-24-30-4932-02-001		University of Central Florida	56,341.00	1.41%	6,707.07	63,048.07
26-24-30-1445-01-000	12	University of Central Florida Real Estate Foundation LLC	N/A	0.00%	17,487.30	17,487.30
26-24-30-8601-01-000	5.25	University of Florida Foundation, Inc.	N/A	0.00%	10,362.90	10,362.90
Grand Total	938.09		\$3,990,631.26	100.00%	\$ 920,455.44	\$ 4,911,086.70

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

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

**Boggy Creek Improvement District
FY 2020 - 2021 Assessment Roll**

Parcel ID	New Acreage	Owner	FY 20-21 Series 2013 Bond Assessment	FY 20-21 Bond Assessment	FY 20-21 O&M Assessment	Total FY 20-21 CDD Assessment
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***This parcel has been split between the developed and undeveloped areas for purposes of assigning assessments. The developed portion will be assessed based on the development planned for this portion. The developed portion includes 631,219 square feet of hospital space and 40 hotel rooms. The undeveloped acreage will be assessed on an equal per-acre basis along with all other undeveloped lands within the District.

BOGGY CREEK IMPROVEMENT DISTRICT

**Requisition Nos. 2018-160 – 2018-165 in
July 2020 in an amount totaling \$160,904.49**

BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817
PHONE: (407) 382-3256 • FAX: (407) 382-3254

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from July 1, 2020 through July 31, 2020. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2018-160	Orlando Sentinel	\$376.26
2018-161	Donald W. McIntosh Associates	\$5,699.74
2018-162	Hopping Green & Sams	\$202.00
2018-163	Florida Industrial Electric	\$153,897.73
2018-164	Orlando Sentinel	\$368.76
2018-165	Vanasse Hangen Brustlin	\$360.00
		\$160,904.49

EXHIBIT D

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

DATE:	July 2, 2020	REQUISITION NO:	2018-160
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$376.26
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice 21090309000 for Reference OSC21090309 (Ad #6678006) for Construction Legal Advertising Through 05/31/2020 (Split Four Ways, Will Be Reimbursed From GID, MCID, PE)		

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: Richard J. King
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY: Jeffrey J. Newton, P.E. 7/2/20
DISTRICT ENGINEER
Jeffrey J. Newton, P.E. Date

EXHIBIT D

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

DATE:	July 10, 2020	REQUISITION NO:	2018-161
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$5,699.74
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">• Invoice 38051 for Project 23218 (Lake Nona Boggy Creek) Through 06/19/2020 – \$1,925.00• Invoice 38053 for Project 16193 (Lake Nona Town Center Parcel 22A Perimeter Road, Lift Station 10 and Forcemain) Through 06/19/2020 – \$3,774.74		

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

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

BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:  7/14/20
DISTRICT ENGINEER Jeffrey J. Newton, P.E.

RECEIVED

By Amanda Lane at 3:45 pm, Jul 14, 2020

EXHIBIT D

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

DATE:	July 10, 2020	REQUISITION NO:	2018-162
PAYEE:	Hopping Green & Sams	AMOUNT DUE:	\$202.00
ADDRESS:	119 S. Monroe Street, Ste. 300 PO Box 6526 Tallahassee, FL 32314	FUND:	Acquisition/Construction
ITEM:	Invoice 115506 for Project Construction Through 05/31/2020		

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

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:  7/14/20
DISTRICT ENGINEER Jeffrey J. Newton, P.E.

RECEIVED

By Amanda Lane at 3:45 pm, Jul 14, 2020

EXHIBIT D

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

DATE:	July 10, 2020	REQUISITION NO:	2018-163
PAYEE:	Florida Industrial Electric	AMOUNT DUE:	\$153,897.73
ADDRESS:	104 Commerce Street Lake Mary, FL 32746	FUND:	Acquisition/Construction
ITEM:	Pay Application #5 REV For Project 93005 (Helios Blvd @ Lake Nona Blvd) Through 05/25/2020		

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

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:  7/14/20
DISTRICT ENGINEER Jeffrey J. Newton, P.E.

RECEIVED

By Amanda Lane at 3:45 pm, Jul 14, 2020

EXHIBIT D

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

DATE:	July 10, 2020	REQUISITION NO:	2018-164
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$368.76
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice 21942649000 for Reference OSC21942649 (Ad #6696735) for Construction Legal Advertising Through 06/28/2020 (Split Four Ways, Will Be Reimbursed From GID, MCID, PE)		

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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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

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:  7/14/20
DISTRICT ENGINEER Jeffrey J. Newton, P.E.

RECEIVED

By Amanda Lane at 3:45 pm, Jul 14, 2020

EXHIBIT D

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

DATE:	July 24, 2020	REQUISITION NO:	2018-165
PAYEE:	Vanasse Hangen Brustlin	AMOUNT DUE:	\$360.00
ADDRESS:	101 Walnut Street PO Box 9151 Watertown, MA 02471	FUND:	Acquisition/Construction
ITEM:	Invoice 319480 for Project 63084.04 (Lake Nona Blvd at Helios Blvd. Traffic Signal Design) Through 07/11/2020		

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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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

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

By Amanda Lane at 9:46 am, Jul 28, 2020

BOGGY CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures
Paid in July 2020 in an amount totaling \$119,099.79**

BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817
PHONE: (407) 382-3256 • FAX: (407) 382-3254

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from July 1, 2020 through July 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$119,099.79**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Boggy Creek Improvement District
AP Check Register (Current by Bank)
 Check Dates: 7/1/2020 to 7/31/2020

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3607	07/01/20	P	CEPRA	Cepra Landscape	\$21,431.33
3608	07/01/20	P	DTE	Down to Earth	\$20,660.17
3609	07/01/20	P	HTFL	Hathaway's Tree Farm & Landsca	\$1,860.00
3610	07/13/20	P	DONMC	Donald W. McIntosh Associates	\$927.50
3611	07/13/20	P	HGS	Hopping Green & Sams	\$94.00
3612	07/14/20	P	CEPRA	Cepra Landscape	\$8,599.20
3613	07/14/20	P	DONMC	Donald W. McIntosh Associates	\$375.00
3614	07/14/20	P	PFMGC	PFM Group Consulting	\$3,125.00
3615	07/14/20	P	RLEVEY	Richard Levey	\$200.00
3616	07/14/20	P	TCZAPK	Thaddeus Czapka	\$200.00
3617	07/27/20	P	AWC	Aquatic Weed Control, Inc.	\$835.00
3618	07/27/20	P	CEPRA	Cepra Landscape	\$23,137.05
3619	07/27/20	P	DONMC	Donald W. McIntosh Associates	\$2,562.50
3620	07/27/20	P	DTE	Down to Earth	\$21,020.65
3621	07/27/20	P	GRAU	Grau and Associates	\$500.00
3622	07/27/20	P	HGS	Hopping Green & Sams	\$1,697.00
3623	07/27/20	P	ORLSEN	Orlando Sentinel	\$357.50
3624	07/27/20	P	PFMGC	PFM Group Consulting	\$3,125.00
3625	07/27/20	P	TDM	Tavistock Development Mgmt Co	\$1,666.67
3626	07/27/20	P	VGLOBA	VGlobalTech	\$300.00
BANK SUN REGISTER TOTAL:					\$112,673.57
GRAND TOTAL :					\$112,673.57

112,673.57	Checks 3607 - 3626 cut
6,426.22	PA 457 - OUC invoice paid
119,099.79	Cash spent

BOGGY CREEK IMPROVEMENT DISTRICT

Construction Funding Request #010

5/15/2020

Item No.	Payee	Invoice Number	General Fund
1	Hopping Green & Sams BUILD Grant Counsel Through 03/31/2020	114527	\$ 94.00
		TOTAL	\$ 94.00

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Saturday, May 16, 2020 11:16 AM
To: Amanda Lane; AccountsPayable; Damon Ventura
Subject: RE: Boggy Creek - FR #10

EXTERNAL EMAIL: Use care with links and attachments.

BCID Funding Request #10 is approved for processing.

KDS

Kaufmann Development Services, LLC
Larry Kaufmann
(407) 448-6592
LKaufmann@tavistock.com

From: Amanda Lane <lanea@pfm.com>
Sent: Friday, May 15, 2020 3:46 PM
To: AccountsPayable <accountspayable@tavistock.com>; Damon Ventura <dventura@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Boggy Creek - FR #10

EXTERNAL E-MAIL

Please see attached for Boggy Creek FR #10 for \$94.00.

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
LaneA@pfm.com | phone 407.723.5900 | fax 407.723.5901 | web pfm.com
12051 Corporate Blvd. | Orlando, FL 32817

BOGGY CREEK IMPROVEMENT DISTRICT

Construction Funding Request #011

5/22/2020

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates BUILD Grant Assistance Through 04/24/2020	37849	\$ 927.50
		TOTAL	\$ 927.50

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Friday, May 22, 2020 4:20 PM
To: Amanda Lane; AccountsPayable; Damon Ventura
Cc: Diana Garcia
Subject: RE: Boggy Creek - FR #11

EXTERNAL EMAIL: Use care with links and attachments.

FR #11 is approved for processing.

KDS
Kaufmann Development Services, LLC
Larry Kaufmann
(407) 448-6592
lkaufmann@tavistock.com

From: Amanda Lane <lanea@pfm.com>
Sent: Friday, May 22, 2020 2:50 PM
To: AccountsPayable <accountspayable@tavistock.com>; Damon Ventura <dventura@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Boggy Creek - FR #11

EXTERNAL E-MAIL

Please see attached for Boggy Creek FR #11 for \$927.50.

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
LaneA@pfm.com | phone 407.723.5900 | fax 407.723.5901 | web pfm.com
12051 Corporate Blvd. | Orlando, FL 32817

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #452

6/5/2020

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control June Waterway Service	48180	\$ 835.00
2	Cepira Landscape June Landscape Maintenance - Sections 1 & 2 & Helios Replaced Clock 12 Valve	16738 16902	\$ 21,431.33 \$ 420.00
3	HTFL Tree Replacement	9207	\$ 550.00
4	Lake Country Pest Control Interchange Tree Injections Tree Injections	BC-104-3 BC-105-3	\$ 237.00 \$ 3,318.00
5	Tavistock Development Management June Irrigation Specialist Services	B2020.06	\$ 1,666.67
TOTAL			\$ 28,458.00

Jennifer L. Walden

Secretary/Assistant Secretary

Chairperson

Sub
6/6/20

Received via email on June 8, 2020

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #453

6/12/2020

Item No.	Payee	Invoice Number	General Fund
1	Down to Earth Landscape & Irrigation June Interchange Landscaping	67461	\$ 20,200.67
2	Grau and Associates FY 2019 Audit	19717	\$ 500.00
3	Hopping Green & Sams General Counsel Through 04/30/2020	115131	\$ 1,085.00
4	OUC Acct: 2562183178 ; Service 05/01/2020 - 06/03/2020	--	\$ 10,626.34
5	US Bank FY 2020 Trustee Services: 05/01/2020 - 09/30/2020 FY 2021 Trustee Services: 10/01/2020 - 04/30/2021	5750114 5750114	\$ 1,234.64 \$ 1,728.49
TOTAL			\$ 35,375.14

Jennifer L. Walden
Secretary/Assistant Secretary

Chairperson

RECEIVED

By Amanda Lane at 10:48 am, Jun 15, 2020

Jay L
6/15/20

BOGGY CREEK IMPROVEMENT DISTRICT

Construction Funding Request #012

6/12/2020

Item No.	Payee	Invoice Number	General Fund
1	Hopping Green & Sams BUILD Grant Counsel Through 04/30/2020	115132	\$ 117.50
TOTAL			\$ 117.50

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Monday, June 15, 2020 9:49 AM
To: Amanda Lane; AccountsPayable; Damon Ventura
Cc: Diana Garcia
Subject: RE: Boggy Creek - FR #12

EXTERNAL EMAIL: Use care with links and attachments.

Funding Request #012 is approved for processing.

KDS
Kaufmann Development Services, LLC
Larry Kaufmann
(407) 448-6592
lkaufmann@tavistock.com

From: Amanda Lane <lanea@pfm.com>
Sent: Friday, June 12, 2020 4:02 PM
To: AccountsPayable <accountspayable@tavistock.com>; Damon Ventura <dventura@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Boggy Creek - FR #12

EXTERNAL E-MAIL

Please see attached for Boggy Creek FR #12 for \$117.50.

Amanda Lane
Assistant Chief District Accountant

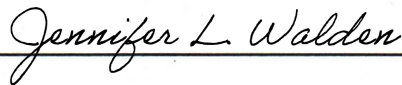
PFM Group Consulting LLC
LaneA@pfm.com | phone 407.723.5900 | fax 407.723.5901 | web pfm.com
12051 Corporate Blvd. | Orlando, FL 32817

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #454

6/19/2020

Item No.	Payee	Invoice Number	General Fund
1	Cepra Landscape		
	Clock 15 Repairs	15728	\$ 5,396.00
	Controller 23 Repairs	15783	\$ 901.60
	June M.I. and Repairs	17017	\$ 2,301.60
2	Donald W McIntosh Associates		
	Engineering Services Through 05/22/2020	37942	\$ 375.00
3	PFM Group Consulting		
	DM Fee: June 2020	DM-06-2020-0010	\$ 3,125.00
4	Supervisor Fees - 06/16/2020 Meeting		
	Richard Levey	--	\$ 200.00
	Thad Czapka	--	\$ 200.00
TOTAL			\$ 12,499.20

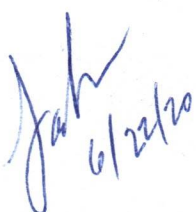


Secretary/Assistant Secretary

Chairperson

RECEIVED

By Amanda Lane at 8:56 am, Jun 23, 2020



BOGGY CREEK IMPROVEMENT DISTRICT

Construction Funding Request #013

6/19/2020

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates BUILD Grant Assistance Through 05/22/2020	37944	\$ 2,250.00
TOTAL			\$ 2,250.00

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Monday, June 22, 2020 10:24 AM
To: Amanda Lane; AccountsPayable; Damon Ventura
Subject: RE: Boggy Creek - FR #13
Attachments: BCID FR #013.pdf

EXTERNAL EMAIL: Use care with links and attachments.

BCID FR#013 is approved for processing.

KDS

Kaufmann Development Services, LLC
Larry Kaufmann
(407) 448-6592
LKaufmann@tavistock.com

From: Amanda Lane <lanea@pfm.com>
Sent: Friday, June 19, 2020 5:55 PM
To: AccountsPayable <accountspayable@tavistock.com>; Damon Ventura <dventura@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Boggy Creek - FR #13

EXTERNAL E-MAIL

Please see attached for Boggy Creek FR #13 for \$2,250.00.

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
LaneA@pfm.com | phone 407.723.5900 | fax 407.723.5901 | web pfm.com
12051 Corporate Blvd. | Orlando, FL 32817

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #455

6/26/2020

Item No.	Payee	Invoice Number	General Fund
1	Down to Earth Clocks 8, 10, 11 Interchange Repairs	68656	\$ 459.50
2	HTFL Tree Replacement	9240	\$ 1,860.00
TOTAL			\$ 2,319.50

Jennifer L. Walden

Secretary/Assistant Secretary

Chairperson

RECEIVED

By Amanda Lane at 3:24 pm, Jun 29, 2020

Jay K
6/29/20

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #456

7/2/2020

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control July Waterway Service	49173	\$ 835.00
2	Cepira Landscape Controller 12 Repairs POC 14 Pressure Relief July Maintenance, Sections 1, 2, Helios, Centerline	17188 17191 17591	\$ 494.40 \$ 174.32 \$ 21,960.33
3	Down to Earth Interchange Irrigation Repairs	69407	\$ 819.98
4	Orlando Sentinel Legal Advertising Through 06/14/2020 (Ad: 6688609)	OSC21373786	\$ 357.50
5	VGlobalTech Quarterly ADA & WCAG Audit	1731	\$ 300.00
TOTAL			\$ 24,941.53

Lynne Mallins

Secretary/Assistant Secretary

Chairperson

RECEIVED

By Amanda Lane at 11:30 am, Jul 24, 2020

John
7/3/20

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #457

7/10/2020

Item No.	Payee	Invoice Number	General Fund
1	Grau and Associates FY 2019 Audit	19877	\$ 500.00
2	Hopping Green & Sams General Counsel Through 05/31/2020	115505	\$ 1,579.50
3	OUC Acct: 2562183178 ; Service 06/03/2020 - 07/01/2020	--	\$ 6,426.22
TOTAL			\$ 8,505.72

Lynne Mullins

Secretary/Assistant Secretary

Chairperson

RECEIVED

By Amanda Lane at 11:28 am, Jul 24, 2020

Jah
7/13/15

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #458

7/17/2020

Item No.	Payee	Invoice Number	General Fund
1	Cepa Landscape Replaced Loop Road Valve Controller 29 Repairs	17737 17738	\$ 450.00 \$ 58.00
2	Donald W McIntosh Associates Engineering Services Through 06/19/2020	38050	\$ 312.50
3	Down to Earth July Interchange Landscaping	70097	\$ 20,200.67
4	PFM Group Consulting DM Fee: July 2020	DM-07-2020-0010	\$ 3,125.00
5	Tavistock Development Management July Irrigation Specialist Services	B2020.07	\$ 1,666.67
TOTAL			\$ 25,812.84

Jennifer L. Walden

Secretary/Assistant Secretary

Chairperson

RECEIVED

By Amanda Lane at 3:29 pm, Jul 22, 2020

[Handwritten signature]
7/21/20

BOGGY CREEK IMPROVEMENT DISTRICT

**Work Authorizations/Proposed Services
*(if applicable)***

BOGGY CREEK IMPROVEMENT DISTRICT

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

Boggy Creek Improvement District
Statement of Financial Position
As of 7/31/2020

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$257,944.34				\$257,944.34
State Board of Administration	1,297.67				1,297.67
Accounts Receivable - Due from Developer	242.50				242.50
Due From Other Governmental Units	15,103.07				15,103.07
Prepaid Expenses	1,728.49				1,728.49
Deposits	4,550.00				4,550.00
Infrastructure Capital Reserve	20,184.41				20,184.41
Interchange Maintenance Reserve	2,360.10				2,360.10
Debt Service Reserve Series 2013		\$3,951,512.50			3,951,512.50
Debt Service Reserve Series 2018		996,651.26			996,651.26
Revenue Series 2013		1,271,344.17			1,271,344.17
Interest Series 2018		2,819.29			2,819.29
General Checking Account			\$13,128.94		13,128.94
Acquisition/Construction Series 2013			21,261.08		21,261.08
Acquisition/Construction Series 2018			113.59		113.59
Due From Other Governmental Units			372.50		372.50
Total Current Assets	<u>\$303,410.58</u>	<u>\$6,222,327.22</u>	<u>\$34,876.11</u>	<u>\$0.00</u>	<u>\$6,560,613.91</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$6,222,327.22	\$6,222,327.22
Amount To Be Provided				66,862,672.78	66,862,672.78
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$73,085,000.00</u>	<u>\$73,085,000.00</u>
Total Assets	<u><u>\$303,410.58</u></u>	<u><u>\$6,222,327.22</u></u>	<u><u>\$34,876.11</u></u>	<u><u>\$73,085,000.00</u></u>	<u><u>\$79,645,613.91</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$4,176.05				\$4,176.05
Deferred Revenue	242.50				242.50
Accounts Payable			\$1,958.00		1,958.00
Retainage Payable			44,868.93		44,868.93
Total Current Liabilities	<u>\$4,418.55</u>	<u>\$0.00</u>	<u>\$46,826.93</u>	<u>\$0.00</u>	<u>\$51,245.48</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$73,085,000.00	\$73,085,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$73,085,000.00</u>	<u>\$73,085,000.00</u>
Total Liabilities	<u><u>\$4,418.55</u></u>	<u><u>\$0.00</u></u>	<u><u>\$46,826.93</u></u>	<u><u>\$73,085,000.00</u></u>	<u><u>\$73,136,245.48</u></u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$70,670.30				\$70,670.30
Net Assets - General Government	(82,749.58)				(82,749.58)
Current Year Net Assets - General Government	311,071.31				311,071.31
Net Assets, Unrestricted		(\$3,271,564.88)			(3,271,564.88)
Current Year Net Assets, Unrestricted		1,419,858.07			1,419,858.07
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			(5,148,116.24)		(5,148,116.24)
Current Year Net Assets, Unrestricted			823,820.61		823,820.61
Net Assets - General Government			26,696,976.16		26,696,976.16
Total Net Assets	<u><u>\$298,992.03</u></u>	<u><u>\$6,222,327.22</u></u>	<u><u>(\$11,950.82)</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6,509,368.43</u></u>
Total Liabilities and Net Assets	<u><u>\$303,410.58</u></u>	<u><u>\$6,222,327.22</u></u>	<u><u>\$34,876.11</u></u>	<u><u>\$73,085,000.00</u></u>	<u><u>\$79,645,613.91</u></u>

Boggy Creek Improvement District
Statement of Activities
As of 7/31/2020

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Revenues</u>					
Off-Roll Assessments	\$920,455.47				\$920,455.47
Developer Contributions	6,705.50				6,705.50
Off-Roll Assessments		\$83,723.52			83,723.52
Other Assessments		5,176,109.52			5,176,109.52
Inter-Fund Group Transfers In		(5,788.14)			(5,788.14)
Debt Proceeds		655,150.76			655,150.76
Other Income & Other Financing Sources			\$122,998.44		122,998.44
Inter-Fund Transfers In			5,788.14		5,788.14
Debt Proceeds			1,219,600.22		1,219,600.22
Total Revenues	<u>\$927,160.97</u>	<u>\$5,909,195.66</u>	<u>\$1,348,386.80</u>	<u>\$0.00</u>	<u>\$8,184,743.43</u>
<u>Expenses</u>					
Supervisor Fees	\$4,400.00				\$4,400.00
Public Officials' Liability Insurance	3,331.00				3,331.00
Trustee Services	6,330.32				6,330.32
Management	31,250.00				31,250.00
Engineering	9,994.00				9,994.00
Dissemination Agent	5,000.00				5,000.00
District Counsel	13,469.31				13,469.31
Assessment Administration	7,500.00				7,500.00
Audit	6,000.00				6,000.00
Travel and Per Diem	39.75				39.75
Postage & Shipping	119.95				119.95
Legal Advertising	3,676.27				3,676.27
Miscellaneous	200.08				200.08
Web Site Maintenance	3,580.00				3,580.00
Holiday Decorations	372.00				372.00
Dues, Licenses, and Fees	175.00				175.00
Electric	3,410.64				3,410.64
Water Reclaimed	25,417.26				25,417.26
General Insurance	3,779.00				3,779.00
Property & Casualty	3,422.00				3,422.00
Irrigation Parts	56,837.59				56,837.59
Landscaping Maintenance & Material	197,803.58				197,803.58
Landscape Improvements	57,318.00				57,318.00
Tree Trimming	8,160.00				8,160.00
Contingency	712.75				712.75
IME - Aquatics Maintenance	2,713.70				2,713.70
IME - Irrigation	3,519.39				3,519.39
IME - Landscaping	68,542.26				68,542.26
IME - Lighting	16,644.50				16,644.50
IME - Miscellaneous	3,553.87				3,553.87
IME - Water Reclaimed	433.24				433.24
Pest Control	1,510.00				1,510.00
Entry and Wall Maintenance	5,000.00				5,000.00
Streetlights	45,307.53				45,307.53
Personnel Leasing Agreement	16,666.70				16,666.70
Principal Payment		\$1,450,000.00			1,450,000.00
Interest Payments		3,043,844.70			3,043,844.70
Engineering			\$23,597.62		23,597.62
District Counsel			5,683.49		5,683.49
Legal Advertising			892.94		892.94
Contingency			494,446.43		494,446.43
Total Expenses	<u>\$616,189.69</u>	<u>\$4,493,844.70</u>	<u>\$524,620.48</u>	<u>\$0.00</u>	<u>\$5,634,654.87</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$100.03				\$100.03
Interest Income		\$4,507.11			4,507.11
Interest Income			\$54.29		54.29
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$100.03</u>	<u>\$4,507.11</u>	<u>\$54.29</u>	<u>\$0.00</u>	<u>\$4,661.43</u>
Change In Net Assets	\$311,071.31	\$1,419,858.07	\$823,820.61	\$0.00	\$2,554,749.99
Net Assets At Beginning Of Year	<u>(\$12,079.28)</u>	<u>\$4,802,469.15</u>	<u>(\$835,771.43)</u>	<u>\$0.00</u>	<u>\$3,954,618.44</u>
Net Assets At End Of Year	<u>\$298,992.03</u>	<u>\$6,222,327.22</u>	<u>(\$11,950.82)</u>	<u>\$0.00</u>	<u>\$6,509,368.43</u>

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 07/31/2020

	Actual	Budget	Variance	FY 2020 Adopted Budget
<u>Revenues</u>				
Off-Roll Assessments	\$ 920,455.47	\$ 767,046.20	\$ 153,409.27	\$ 920,455.44
Developer Contributions	6,705.50	-	6,705.50	-
Net Revenues	\$ 927,160.97	\$ 767,046.20	\$ 160,114.77	\$ 920,455.44
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 4,400.00	\$ 6,000.00	\$ (1,600.00)	\$ 7,200.00
Financial & Administrative				
Public Officials' Liability Insurance	3,331.00	2,916.67	414.33	3,500.00
Trustee Services	6,330.32	2,250.00	4,080.32	2,700.00
Management	31,250.00	31,250.00	-	37,500.00
Engineering	9,994.00	8,333.33	1,660.67	10,000.00
Dissemination Agent	5,000.00	4,166.67	833.33	5,000.00
District Counsel	13,469.31	25,000.00	(11,530.69)	30,000.00
Assessment Administration	7,500.00	6,250.00	1,250.00	7,500.00
Reamortization Schedules	-	208.33	(208.33)	250.00
Audit	6,000.00	5,416.67	583.33	6,500.00
Arbitrage Calculation	-	1,000.00	(1,000.00)	1,200.00
Travel and Per Diem	39.75	291.67	(251.92)	350.00
Telephone	-	291.67	(291.67)	350.00
Postage & Shipping	119.95	416.67	(296.72)	500.00
Copies	-	2,083.33	(2,083.33)	2,500.00
Legal Advertising	3,676.27	5,000.00	(1,323.73)	6,000.00
Miscellaneous	200.08	2,499.98	(2,299.90)	3,000.00
Property Taxes	-	416.67	(416.67)	500.00
Web Site Maintenance	3,580.00	2,250.00	1,330.00	2,700.00
Holiday Decorations	372.00	833.33	(461.33)	1,000.00
Dues, Licenses, and Fees	175.00	145.83	29.17	175.00
Total General & Administrative Expenses	\$ 95,437.68	\$ 107,020.82	\$ (11,583.14)	\$ 128,425.00

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 07/31/2020

	Actual	Budget	Variance	FY 2020 Adopted Budget
<u>Field Operations Expenses</u>				
Electric Utility Services				
Electric	\$ 3,410.64	\$ 1,666.67	\$ 1,743.97	\$ 2,000.00
Entry Lighting	-	416.67	(416.67)	500.00
Water-Sewer Combination Services				
Water Reclaimed	25,417.26	37,500.00	(12,082.74)	45,000.00
Other Physical Environment				
General Insurance	3,779.00	3,375.00	404.00	4,050.00
Property & Casualty	3,422.00	2,916.67	505.33	3,500.00
Other Insurance	-	416.67	(416.67)	500.00
Irrigation Repairs	56,837.59	25,000.00	31,837.59	30,000.00
Landscaping Maintenance & Material	197,803.58	211,161.25	(13,357.67)	253,393.50
Landscape Improvements	16,153.00	45,833.33	(29,680.33)	55,000.00
Other Landscape Maintenance	41,165.00	52,381.33	(11,216.33)	62,857.60
Tree Trimming	8,160.00	33,333.33	(25,173.33)	40,000.00
Contingency	712.75	16,666.67	(15,953.92)	20,000.00
Pest Control	1,510.00	-	1,510.00	-
Hurricane Cleanup	-	16,666.67	(16,666.67)	20,000.00
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	2,713.70	2,870.83	(157.13)	3,445.00
IME - Irrigation Repair	3,519.39	8,125.00	(4,605.61)	9,750.00
IME - Landscaping	68,542.26	65,598.00	2,944.26	78,717.60
IME - Lighting	16,644.50	16,666.66	(22.16)	20,000.00
IME - Miscellaneous	3,553.87	1,249.90	2,303.97	1,499.88
IME - Water Reclaimed	433.24	2,500.00	(2,066.76)	3,000.00
Road & Street Facilities				
Entry and Wall Maintenance	5,000.00	8,333.33	(3,333.33)	10,000.00
Streetlights	45,307.53	71,991.83	(26,684.30)	86,390.20
Parks & Recreation				
Personnel Leasing Agreement	16,666.70	16,666.67	0.03	20,000.00
Reserves				
Infrastructure Capital Reserve	-	16,805.56	(16,805.56)	20,166.67
Interchange Maintenance Reserve	-	1,966.67	(1,966.67)	2,360.00
Total Field Operations Expenses	\$ 520,752.01	\$ 660,108.71	\$ (139,356.70)	\$ 792,130.44
Total Expenses	\$ 616,189.69	\$ 767,129.53	\$ (150,939.84)	\$ 920,555.44
Income (Loss) from Operations	\$ 310,971.28	\$ (83.33)	\$ 311,054.61	\$ (100.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 100.03	\$ 83.33	\$ 16.70	\$ 100.00
Total Other Income (Expense)	\$ 100.03	\$ 83.33	\$ 16.70	\$ 100.00
Net Income (Loss)	\$ 311,071.31	\$ -	\$ 311,071.31	\$ -

Boggy Creek Improvement District
Budget to Actual
For the Month Ending 07/31/2020

	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	YTD Actual
<u>Revenues</u>											
Off-Roll Assessments	\$ 376,547.63	\$ 23,739.48	\$ 54,071.05	\$ -	\$ 65,209.44	\$ 27,262.58	\$ 173,859.29	\$ 56,847.61	\$ 140,576.64	\$ 2,341.75	\$ 920,455.47
Developer Contributions	-	-	-	-	-	-	-	-	3,316.50	3,389.00	6,705.50
Net Revenues	\$ 376,547.63	\$ 23,739.48	\$ 54,071.05	\$ -	\$ 65,209.44	\$ 27,262.58	\$ 173,859.29	\$ 56,847.61	\$ 143,893.14	\$ 5,730.75	\$ 927,160.97
<u>General & Administrative Expenses</u>											
Legislative											
Supervisor Fees	\$ 600.00	\$ 600.00	\$ 400.00	\$ 600.00	\$ 400.00	\$ -	\$ 600.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 4,400.00
Financial & Administrative											
Public Officials' Liability Insurance	3,331.00	-	-	-	-	-	-	-	-	-	3,331.00
Trustee Services	5,095.68	-	-	-	-	-	-	-	1,234.64	-	6,330.32
Management	-	3,125.00	3,125.00	6,250.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	31,250.00
Engineering	-	-	-	-	1,535.00	386.00	3,566.50	1,209.00	2,742.50	555.00	9,994.00
Dissemination Agent	-	-	1,250.00	-	-	-	3,750.00	-	-	-	5,000.00
District Counsel	-	-	2,210.58	2,006.50	1,556.35	1,910.13	2,122.25	999.00	1,085.00	1,579.50	13,469.31
Assessment Administration	7,500.00	-	-	-	-	-	-	-	-	-	7,500.00
Reamortization Schedules	-	-	-	-	-	-	-	-	-	-	-
Audit	-	-	-	-	-	-	4,000.00	1,000.00	500.00	500.00	6,000.00
Arbitrage Calculation	-	-	-	-	-	-	-	-	-	-	-
Travel and Per Diem	-	-	-	-	32.66	7.09	-	-	-	-	39.75
Telephone	-	-	-	-	-	-	-	-	-	-	-
Postage & Shipping	-	-	16.88	-	54.18	-	-	34.09	-	14.80	119.95
Copies	-	-	-	-	-	-	-	-	-	-	-
Legal Advertising	256.25	-	396.25	877.51	200.00	196.25	-	1,061.26	-	688.75	3,676.27
Miscellaneous	-	-	-	-	30.00	-	-	170.09	-	(0.01)	200.08
Property Taxes	-	-	-	-	-	-	-	-	-	-	-
Web Site Maintenance	105.00	-	-	-	-	-	-	300.00	-	3,175.00	3,580.00
Holiday Decorations	-	372.00	-	-	-	-	-	-	-	-	372.00
Dues, Licenses, and Fees	175.00	-	-	-	-	-	-	-	-	-	175.00
Total General & Administrative Expenses	\$ 17,062.93	\$ 4,097.00	\$ 7,398.71	\$ 9,734.01	\$ 6,933.19	\$ 5,624.47	\$ 17,163.75	\$ 8,298.44	\$ 9,087.14	\$ 10,038.04	\$ 95,437.68
<u>Field Operations</u>											
Electric Utility Services											
Electric	\$ -	\$ 384.18	\$ 384.19	\$ 394.84	\$ 395.21	\$ 373.36	\$ 382.81	\$ 360.42	\$ 378.14	\$ 357.49	\$ 3,410.64
Entry Lighting	-	-	-	-	-	-	-	-	-	-	-
Water-Sewer Combination Services											
Water Reclaimed	-	3,616.80	2,127.15	1,637.57	2,259.35	2,308.22	4,181.35	3,789.21	4,703.49	794.12	25,417.26
Other Physical Environment											
General Insurance	3,779.00	-	-	-	-	-	-	-	-	-	3,779.00
Property & Casualty Insurance	3,422.00	-	-	-	-	-	-	-	-	-	3,422.00
Other Insurance	-	-	-	-	-	-	-	-	-	-	-
Irrigation Repairs	1,997.65	10,164.65	14,715.30	1,852.20	1,849.40	3,772.95	11,434.40	855.12	9,019.20	1,176.72	56,837.59
Landscaping Maintenance & Material	19,048.00	19,008.51	19,008.51	19,008.51	19,008.51	19,008.51	19,008.51	21,391.84	21,391.84	21,920.84	197,803.58
Landscape Improvements	2,400.00	504.00	3,619.20	9,079.80	-	-	-	-	550.00	-	-
Other Landscape Maintenance	-	-	-	35,987.00	-	-	-	-	5,178.00	-	16,153.00
Tree Trimming	-	5,120.00	2,200.00	840.00	-	-	-	-	-	-	41,165.00
Contingency	-	-	150.00	512.75	50.00	-	-	-	-	-	8,160.00
Pest Control	-	-	-	-	-	1,510.00	-	-	-	-	712.75
Hurricane Cleanup	-	-	-	-	-	-	-	-	-	-	1,510.00
Interchange Maintenance Expenses											

Boggy Creek Improvement District
Budget to Actual
For the Month Ending 07/31/2020

	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	YTD Actual
IME - Aquatics Maintenance	271.37	271.37	271.37	271.37	271.37	271.37	271.37	271.37	271.37	271.37	
IME - Irrigation	780.00	1,205.55	130.81	-	176.26	218.98	-	490.39	149.34	368.06	
IME - Landscaping	6,565.22	6,565.22	6,873.32	6,565.22	8,910.18	6,565.22	-	13,130.44	6,802.22	6,565.22	2,713.70
IME - Lighting	53.62	75.88	67.71	13,594.22	52.75	56.47	2,615.34	40.88	46.62	41.01	3,519.39
IME - Miscellaneous	-	2,431.00	1,023.75	-	-	99.12	-	-	-	-	68,542.26
IME - Water Reclaimed	-	65.48	43.95	122.57	(80.41)	36.77	94.64	67.60	75.47	7.17	16,644.50
Road & Street Facilities											3,553.87
Entry and Wall Maintenance	-	-	5,000.00	-	-	-	-	-	-	-	433.24
Streetlights	-	4,972.23	4,890.98	4,927.53	4,928.32	4,925.15	5,167.46	5,161.75	5,169.03	5,165.08	5,000.00
Parks & Recreation											45,307.53
Personnel Leasing Agreement	-	-	5,000.01	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	
Reserves											16,666.70
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-	-	-	
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-	-	-	
Total Field Operations Expenses	\$ 38,316.86	\$ 54,384.87	\$ 65,506.25	\$ 96,460.25	\$ 39,487.61	\$ 40,812.79	\$ 44,822.55	\$ 47,225.69	\$ 55,401.39	\$ 38,333.75	\$ 520,752.01
Total Expenses	\$ 55,379.79	\$ 58,481.87	\$ 72,904.96	\$ 106,194.26	\$ 46,420.80	\$ 46,437.26	\$ 61,986.30	\$ 55,524.13	\$ 64,488.53	\$ 48,371.79	\$ 616,189.69
Income (Loss) from Operations	\$ 321,167.84	\$ (34,742.39)	\$ (18,833.91)	\$ (106,194.26)	\$ 18,788.64	\$ (19,174.68)	\$ 111,872.99	\$ 1,323.48	\$ 79,404.61	\$ (42,641.04)	\$ 310,971.28
Other Income (Expense)											
Interest Income	\$ 8.21	\$ 6.70	\$ 7.16	\$ 6.59	\$ 5.46	\$ 5.01	\$ 4.18	\$ 5.77	\$ 6.03	\$ 44.92	\$ 100.03
Total Other Income (Expense)	\$ 8.21	\$ 6.70	\$ 7.16	\$ 6.59	\$ 5.46	\$ 5.01	\$ 4.18	\$ 5.77	\$ 6.03	\$ 44.92	\$ 100.03
Net Income (Loss)	\$ 321,176.05	\$ (34,735.69)	\$ (18,826.75)	\$ (106,187.67)	\$ 18,794.10	\$ (19,169.67)	\$ 111,877.17	\$ 1,329.25	\$ 79,410.64	\$ (42,596.12)	\$ 311,071.31

Boggy Creek Improvement District
FY 2020
Cash Flow Analysis

	Beg. Cash	FY19 Inflows	FY19 Outflows	FY20 Inflows	FY20 Outflows	End. Cash
7/1/2019	191,655.27	14,864.13	(80,143.61)	-	(1,728.49)	124,647.30
8/1/2019	124,647.30	28,850.11	(74,307.50)	-	-	79,189.91
9/1/2019	79,189.91	38,127.05	(141,678.90)	328,287.82	(13,899.19)	290,026.69
10/1/2019	290,026.69	84,137.22	(109,350.56)	48,264.15	(56,847.28)	256,230.22
11/1/2019	256,230.22	-	(27,688.82)	33,663.63	(41,739.45)	220,465.58
12/1/2019	220,465.58	26,759.67	-	70,004.98	(62,791.46)	254,438.77
1/1/2020	254,438.77	-	-	30,279.60	(82,058.63)	202,659.74
2/1/2020	202,659.74	-	-	136,116.85	(217,768.87)	121,007.72
3/1/2020	121,007.72	-	-	27,264.41	(8,557.75)	139,714.38
4/1/2020	139,714.38	-	-	198,830.70	(93,008.82)	245,536.26
5/1/2020	245,536.26	-	-	78,175.42	(114,095.66)	209,616.02
6/1/2020	209,616.02	-	-	173,014.70	(26,123.73)	356,506.99
7/1/2020	356,506.99	-	-	20,537.14	(119,099.79)	257,944.34
8/1/2020	257,944.34	-	-	-	(727.30)	257,217.04 as of 08/06/2020
FY 20 Totals		1,032,427.18	(1,135,057.80)	1,144,439.40	(838,446.42)	

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

	Amount
Series 2018 Bond Issue	
Original Construction Fund - Not To Exceed	\$ 25,000,000.00
Additions (Interest, Transfers from DSR, etc.)	161,063.69
Cumulative Draws Through Prior Month	(10,503,522.55)
	=====
Construction Funds Available	\$ 14,657,541.14
 Requisitions This Month	
	=====
Total Requisitions This Month	\$ -
	=====
Construction Funds Remaining	\$ 14,657,541.14
 Committed Funding	
Helios Blvd @ Lake Nona Blvd - Florida Industrial Electric	\$ (96,950.15)
Lake Nona Medical City Drive Phase 2 – Developer-owned as of 03/2020	-
	=====
Total Committed Funding	\$ (96,950.15)
	=====
Net Uncommitted	14,560,590.99

Highlighted projects are currently being billed and funded