

Boggy Creek Improvement District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900

www.boggycreekid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at **3:00 p.m. on Tuesday, October 19, 2021 at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

District Staff, please use the following information to join via computer or the conference line:

Phone: 1-844-621-3956

Computer: pfmgroup.webex.com

Participant Code: 796 580 192#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the September 21, 2021 Board of Supervisors' Meeting**

Business Matters

- 2. **Update on Beep Shuttle Insurance (*provided under separate cover*)**
- 3. **Consideration of Traffic Engineering Design and Analysis Services Agreement for Medical City Drive**
- 4. **Consideration of FY 2021 Audit Engagement Letter**
- 5. **Discussion regarding Hopping Green & Sams and Kutak Rock Transition Letter**
- 6. **Ratification of Operation and Maintenance Expenditures Paid in September 2021 in an amount totaling \$199,794.71**
- 7. **Ratification of Requisition Nos. 2018-207 – 2018-208 in September 2021 in an amount totaling \$3,182.25**
- 8. **Recommendation of Work Authorizations/Proposed Services (*if applicable*)**
- 9. **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. Landscape Supervisor
 - 5. Irrigation Supervisor
 - 6. Construction Supervisor
- B. Supervisor Requests

Adjournment



BOGGY CREEK IMPROVEMENT DISTRICT

**Minutes of the September 21, 2021
Board of Supervisors' Meeting**

BOGGY CREEK IMPROVEMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

Roll Call to Confirm a Quorum

The Board of Supervisors' Meeting for the Boggy Creek Improvement District was called to order on Tuesday, September 21, 2021, at 3:34 p.m. at Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd, Orlando, FL 32827.

Present:

Richard Levey
Thad Czapka
Chad Tinetti

Chairperson
Assistant Secretary
Assistant Secretary

Also attending:

Jennifer Walden
Lynne Mullins
Amanda Lane
Kourtney Dinkins
Tucker Mackie
Jeff Newton
Larry Kaufmann

PFM
PFM (via phone)
PFM (via phone)
PFM (via phone)
Hopping Green & Sams
Donald W. McIntosh Associates, Inc.
Construction Supervisor & Construction
Committee Member (via phone)
District Landscape Supervisor
Construction Committee Member

Scott Thacker
Matt McDermott

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the August 17, 2021, Board of Supervisors' Meeting

Board Members reviewed the minutes from the August 17, 2021, Board of Supervisors' Meeting.

On Motion by Mr. Czapka, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the August 17, 2021, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2021-11, Designating Registered Agent

Ms. Walden requested that the Registered Agent be updated to be herself, Jennifer Walden, and use the new PFM East Orlando address which is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817.

On Motion by Mr. Tinetti, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2021-11, Designating Registered Agent.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2021-12, Designating Primary Administrative Office and Local Records Office

Ms. Walden stated the District needs to update the Primary Administrative Office and Local Records Office as PFM's office has moved.

On Motion by Mr. Tinetti, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2021-12 Designating Primary Administrative Office and Local Records Office to PFM East Orlando Office at 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817.

SIXTH ORDER OF BUSINESS

Discussion regarding Receipt of Funds in connection with Conveyance of Interchange Pond Acreage

Ms. Mackie stated at the prior meeting the Board approved the conveyance of certain surplus property back to two property owners adjacent to the interchange ponds. That resulted in a total acquisition price of \$122,650.00, which resulted in \$34,342.00 coming to the Boggy Creek Improvement District and the remainder of the funds were split between the Myrtle Creek Improvement District and the Greenway Improvement District. Those funds have not been deposited in the construction account as the 2013 Bonds were utilized to acquire those ponds. Those funds can sit in the O&M Account and can be used for construction purposes, operations and maintenance items, or be used for funding the reserve for future improvements as well. No action is required by the Board.

SEVENTH ORDER OF BUSINESS

Consideration of Joint Project Agreement for Signalization of Laureate Boulevard and Veterans Way

Ms. Mackie stated at the prior meeting this Board authorized the District to enter into negotiations in connection with the design of the signal at the intersection of Veterans Way and Laureate Boulevard, with the understanding that the District was negotiating a Joint Project Agreement with the VA for the construction of that signal. This Agreement would memorialize the understanding that the District would pay for 100% of the design cost associated with the signal but split the construction cost equally between the District and the VA. The Chair wanted to make sure the District made significant advancement towards this Joint Project Agreement prior to beginning the design work itself. The VA has reviewed this Agreement, some of their comments have been incorporated, and there are only two remaining comments. The first comment is understanding within Section 3 what the threshold would be if the District were to receive a bid that exceeded the VA's cap on allocated funding, and what the subsequent process would entail, including options for rebidding or termination of the agreement itself. The other comment is in Section 8, where the VA wants to remove the enforcement language because the Agreement will now be governed by Federal Law, which governs enforcement generally as it relates to contacts with the Federal Government and contracting parties. Ms. Mackie wants to confirm that modification with the VA's counsel prior to finalizing the Agreement. Ms. Mackie requested a motion to approve Joint Project Agreement for Signalization of

Laureate Boulevard and Veterans Way subject to continuing discussions and ultimate delegation to the Chair to sign once those have occurred.

Dr. Levey asked what the dollar amount cap would be if it exceeds the cap on allocated funding. Ms. Mackie stated that is what District Staff is trying to determine to ensure the VA has allocated 50% of that total cost. In communication with the VA, it seems they have allocated in their budget for this signal but District Counsel wants to make sure the District's estimates are consistent with the VA's budget in advance of execution of this Agreement. Dr. Levey asked if they are waiting until the design is done. Ms. Mackie stated that the District is not waiting until the design is done and can estimate costs based on prior signals. Mr. Newton stated the signalization at Helios was between \$500,000.00-\$600,000.00. He suggested that number be grossed up 20% due to increased material pricing.

Mr. Tinetti asked if the maintenance cost associates with the signalization is being split as well. Ms. Mackie stated this is not a signal that will be maintained by the District long term as it will be a City of Orlando signal ultimately.

On Motion by Mr. Czapka, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Joint Project Agreement for Signalization of Laureate Boulevard and Veterans Way subject to continuing discussions about the two outstanding issues to be negotiated with the VA and delegating authority to the Chair to sign once those have occurred.

EIGHTH ORDER OF BUSINESS

Consideration of OUC Proposal for Lake Nona Blvd. Trail Lighting

Mr. Kaufmann stated there are two proposals in the agenda package from OUC related to the additional streetlights on Lake Nona Blvd. south of Nemours Parkway. It includes 63 streetlights. Mr. Kaufmann stated the standard form of agreement from OUC is for an amount of \$1,899.82 per month for the 20 year term, and it is consistent with the previous Streetlight Agreements the District has executed with OUC, with the exception of a price increase that went through on April 1, 2021, and also for the additional cost for the reduced height streetlights.

There is also a cost letter from OUC for the installation of the conduits and the junction boxes for the 63 streetlights in the amount of \$121,768.18. It is a turnkey agreement and OUC will install all the equipment and install the streetlights for that price. It is much less expensive than Mr. Kaufmann originally estimated, as his estimate did not include design and permitting. He recommends the Board approve this request from OUC for the installation.

Dr. Levey asked if the District should expect the need to extend this beyond Humboldt in future years. Mr. Kaufmann replied yes because the lighting on the sidewalk and trails from the center median high poles is not adequate. Dr. Levey asked if these were cobra head lights. Mr. Kaufmann responded no, they are standard Evolve lights that are also located around the residential portion of the project. They are located behind the trail and the sidewalk to illuminate those areas that are very dark right now. The trail currently does not receive much light due to the tree cover, and Mr. McDermott indicated raising the canopy of the trees in those areas to accommodate the 12 foot pole height is in the budget as part of the tree trimming of the project.

Mr. Tinetti asked if the \$1,800.00 per month amount for these additional fixtures also covers the maintenance and utility fees. Dr. Levey stated that is typical for the OUC contracts. Dr. Levey asked Mr. Kaufmann if that price is all inclusive. Mr. Kaufmann said yes, and it is the fixed price until there is another price increase. OUC is allowed to increase their pricing 3% per year per the Agreement. Dr. Levey asked if the lighting fixtures match what is on the side streets. Mr. Kaufmann said yes. Mr. Tinetti asked if the Board could negotiate the 3% increase. Dr. Levey asked how often OUC increases their price. Mr. Kaufmann responded they have historically increased it every third year but now, with price of fuel going up, he wouldn't be surprised if they increased it again next year.

On Motion by Mr. Czapka, second by Mr. Tinetti with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the OUC Proposal for Lake Nona Blvd. Trail Lighting and the Installation of the Underground Conduit.

NINTH ORDER OF BUSINESS

Consideration of RFP for Interchange District Landscaping & Common Area Maintenance

Ms. Walden explained there have been ongoing issues with the current landscaper, which is Down to Earth. Mr. Thacker has worked with them, noted those deficiencies, and tried to get them to meet the District's requirements, but that is not happening. Ms. Walden stated the contract amount is over the competitive bidding threshold, and District staff is looking for approval from the Board to go through the RFP process for a new landscaper. Included in the agenda packet is the ad and the evaluation criteria.

Dr. Levey asked how long the RFP process would take. Ms. Walden explained the RFP packages are due October 27, 2021, then they would go to the Construction Committee at their November meeting for review, and then they will come back to the Board with a recommendation. Dr. Levey asked Mr. McDermott what happens in the field when the RFPs are out. Mr. Thacker said the District can have another landscaper supplement any deficient maintenance if necessary. Dr. Levey asked if Down to Earth is going to quit. Mr. Thacker thinks they will put in some effort into continuing, but the District will have to do some clean up. Ms. Mackie stated in the past the District has withheld payment to the extent that services continue to deteriorate.

Mr. Tinetti asked if this is going back out to bid because Down to Earth is not performing at this location. Ms. Mackie stated the contract amount is over the competitive bidding threshold so the District has to go through the RFP process. Dr. Levey asked if Down to Earth is on property elsewhere. Mr. Thacker stated their Agreement is being terminated in the Greenway Improvement District. Mr. Newton asked if we want to go out for three-year bids as this will put it off schedule with the other District landscaping RFPs. Ms. Mackie suggested putting the RFP out for three years and the District can always choose not to renew the contract for the second year if they want to go back out to bid. She noted there may not be as much efficiency by going out at the same time every time with the sister Districts.

On Motion by Mr. Tinetti, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the RFP for Interchange District Landscaping & Common Area Maintenance.

TENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in August 2021 in an amount totaling \$110,046.05

The Board reviewed the Operation and Maintenance Expenditures paid in August 2021 in an amount totaling \$110,046.05. Ms. Walden noted that these have been approved and just need to be ratified by the Board.

On Motion by Mr. Tinetti, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Operation and Maintenance Expenditures paid in August 2021 in an amount totaling \$110,046.05.

ELEVENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2018-203 – 2018-206 in August 2021 in an amount totaling \$2,615.00

The Board reviewed Requisition Nos. 2018-203 – 2018-206 in August 2021 in an amount totaling \$2,615.00. Ms. Walden noted that these have been approved and just need to be ratified by the Board.

On Motion by Mr. Tinetti, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 2018-203 – 2018-206 in August 2021 in an amount totaling \$2,615.00.

TWELFTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kaufmann was presented a Work Authorization from Donald W. McIntosh Associates for the widening of Medical City Drive in the amount of \$259,270.00. This is for adding two additional lanes south of Laureate Blvd. up to it's connection to Lake Nona Blvd. to the north.

Dr. Levey asked if this widening is to the median. Mr. Kaufmann responded in the section between Laureate Blvd. and Lake Nona Blvd. is where the road gets widened. Dr. Levey asked if he is designing north of Lake Nona Blvd. also. Mr. Kaufmann said no it is just up to that intersection. Mr. Newton added that this proposal covers from the terminus of the current roadway all the way up to Lake Nona Blvd. and is a median side widening from two lanes to four lanes. There are some complexities in it such as turn lanes and intersection improvements, accommodation of future intersection signalization, and evaluation of the drainage system as the City's requirements have changed since the road was originally built.

Dr. Levey raised some concerns regarding the costs as this was a planned and designed expansion to the middle. Discussion ensued regarding costs. Mr. Kaufmann stated he can go back through the individual line items to see if they are reasonable for a project of this magnitude and then take the total and review the cost per foot. Dr. Levey stated he is willing to support the work authorization.

On Motion by Mr. Tinetti, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Work Authorization from Donald W. McIntosh Associates for the widening of Medical City Drive in the amount of \$259,270.00.

THIRTEENTH ORDER OF BUSINESS

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

Ms. Walden noted through August 2021 the District has total expenses of \$706,000.00 vs. an overall budget of \$920,500.00. The District is trending to be on budget and District staff will keep an eye it. No action is required by the Board.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel –

No Report

<u>District Manager</u> –	Ms. Walden noted the next meeting is scheduled for Tuesday, October 19, 2021, at the new time, which is 3:00 p.m. at the same location.
<u>District Engineer</u> –	No Report
<u>Construction Supervisor</u> –	No Report
<u>District Landscape Supervisor-</u>	No Report
<u>Irrigation Supervisor</u> –	No Report

FIFTEENTH ORDER OF BUSINESS

Supervisor Requests and Adjournment

As there were no Supervisor requests, Dr. Levey requested a motion to adjourn the meeting.

On Motion by Mr. Czapka, second by Mr. Tinetti, with all in favor, the September 21, 2021, Meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

BOGGY CREEK IMPROVEMENT DISTRICT

Beep Shuttle Insurance
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

**Traffic Engineering Design and Analysis Services
Agreement for Medical City Drive**

- 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.



DRAWING
SERIES: BONDIMP.DWG

BOGGY CREEK
IMPROVEMENT DISTRICT
PLANNED IMPROVEMENTS

SHEET

2 OF 2

**AGREEMENT FOR TRAFFIC ENGINEERING SERVICES
(MEDICAL CITY DRIVE WIDENING AND EXTENSION)**

THIS AGREEMENT (“Agreement”) is made and entered into this 10th day of November, 2020, by and between:

Boggy Creek Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, with a mailing address of 3501 Quadrangle Blvd., Suite 270, Orlando, Florida, 32817 (“**District**”); and

Kittelson & Associates, Inc., an Oregon corporation, with an address of 225 East Robinson Street, Suite 355, Orlando, Florida 32801 (“**Engineer**”).

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, by ordinance of the City Council for the City of Orlando, Florida; and

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, the District desires Engineer to provide the District with certain traffic and roadway related engineering services (“**Project**”), as described in more detail in **Exhibit A (“Proposal”)**; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, it is mutually covenanted and agreed as follows:

1. RECITALS. The recitals set forth above are hereby incorporated into the terms of this Agreement.

2. SCOPE OF WORK. The Engineer will provide certain engineering services as described in the Proposal attached hereto.

3. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District,

provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

4. COMPENSATION. As compensation for the services identified in **Exhibit A** and further described herein, District agrees to pay Engineer a sum not-to-exceed Twenty-Two Thousand Four Hundred Dollars (**\$22,400.00**). Such Payment shall be due upon completion of the Services and submission of a final invoice as set forth herein. This Payment includes, but is not limited to, all permits, parts, materials and labor necessary to complete the Services as described herein. Engineer agrees to render a final invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Engineer the Payment within twenty-five (25) days of receipt of such an invoice. The Engineer shall maintain records conforming to usual accounting practices. If the District should desire additional work or services not provided in **Exhibit A**, the Engineer agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement. The Engineer shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. No additional services shall be provided by the Engineer unless done at the direction of the District.

5. TERM. The term of this Agreement will be from the time of execution of this Agreement by both parties until either (1) the Project is complete, or (2) such time as this Agreement is terminated pursuant to its terms.

6. OWNERSHIP & REUSE OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and paid for by the District and shall be considered work for hire.

The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project.

The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement

produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

7. INSURANCE. Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three years after the one year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. 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 without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer 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.

8. CONTINGENCY FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

9. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

10. INDEMNITY. The Engineer agrees to indemnify, defend and hold the District and its officers, supervisors, agents, staff, and representatives and any successors and assigns of the foregoing (together, "**Indemnitees**") harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and costs and all fees and costs of mediation or alternative dispute resolution, which may come against the Indemnitees to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by the Engineer or persons employed or utilized by Engineer in the course of any work done in connection with any of the matters set out in this Agreement.

11. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to section 768.28, Florida Statutes, or any other statute or law.

12. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to, Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Engineer shall: 1) keep and maintain public records required by the District to perform the services; 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 Agreement term and following the Agreement term if Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer'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 Engineer, Engineer 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. Engineer acknowledges that the designated Public Records Custodian for the District is Jennifer Walden.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, waldenj@pfm.com, OR 3501 QUADRANGLE BOULEVARD, SUITE 270, ORLANDO, FLORIDA 32817.

13. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

14. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

15. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

16. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

17. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Orange County, Florida.

18. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other, and any purported assignment without such written consent is void.

19. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

20. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

21. 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 of the parties hereto and formally approved by the Board.

22. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

23. EXHIBITS. To the extent of any conflict between this Agreement and its **Exhibit A**, this Agreement shall control. Further, the "Terms and Conditions" referenced in the Proposal do not apply to this Agreement.

24. 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 telecopied to the parties, as follows:

- | | |
|---------------------------|--|
| A. If to Engineer: | Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, Florida 32801
Attn: Adam Burghdoff, P.E. |
| B. If to District: | Boggy Creek Improvement District
3501 Quadrangle Boulevard, Suite 270
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

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 Engineer may deliver Notice on behalf of the District and the Engineer. 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) day's written notice to the parties and addressees set forth herein.

25. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Attest:

BOGGY CREEK IMPROVEMENT DISTRICT

Assistant Secretary/Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

KITTELSON & ASSOCIATES, INC.

Witness

By: _____
Its: _____

EXHIBIT A - Proposal dated August 10, 2021

EXHIBIT A

August 10, 2021

Project #: 26853

Mr. Jeff Newton, PE
District Engineer
Boggy Creek Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817

RE: BCID Medical City Drive Widening and Extension

Dear Jeff:

Attached is a proposal for design traffic services associated with the proposed widening and extension of Medical City Drive. Part "A" identifies our proposed services for the project in accordance with the terms and conditions outlined in Part "B". This scope was developed based on our discussions with you, our review of the proposed development plan, and our familiarity with the Lake Nona and the City of Orlando.

We propose to conduct the services (detailed in Part "A" herein) on a lump sum, as a percentage (%) complete, basis for \$22,400 (detailed in Table 1 of the attached Part "B").

This proposal (scope of work, budget, and timeline) is effective for sixty days.

Adam Burghdoff will serve as the Project Manager and Stephanie Shealey will serve as the Project Principal providing review and quality assurance. Any questions of a technical or contractual nature can be directed to either of us.

Please review this proposal at your earliest convenience. If the attached Professional Services Agreement is satisfactory, please return a signed copy electronically. A fully executed copy will be returned for your records. Thank you for the opportunity to propose on this project. If you have any questions please call us at 407.373.1116.

Sincerely,
KITTELSON & ASSOCIATES, INC.



Adam Burghdoff, PE
Principal Engineer

PROFESSIONAL SERVICES AGREEMENT

August 10, 2021

Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, FL 32801
407.540.0555 (P)
407.540.0550 (F)

Boggy Creek Improvement District with an office at 12051 Corporate Boulevard, Orlando Florida 32817 (the "CLIENT") hereby enters into this Professional Services Agreement (this "Agreement") with KITTELSON & ASSOCIATES, INC. to perform the services as described in this Agreement's Part "A" - Scope of Work (the "Services") for the BCID Medical City Drive Widening and Extension (the "Project"), subject to all of the provisions described in Part "B" Terms and Conditions.

PART A - SCOPE OF WORK

PROJECT UNDERSTANDING

The Boggy Creek Improvement District (BCID) desires to widen existing portions of Medical City Drive to four lanes and extend northward from Lake Nona Boulevard approximately 700 feet north. This roadway falls within the Lake Nona PD. The latest transportation analysis within the Lake Nona PD was prepared for the Poitras PD, but included the latest development plans within Lake Nona. It is understood that the current plans for the Lake Nona PD may be amended pending approval by the City of Orlando at a later date. The magnitude and timing of the development program modifications are not yet known. Therefore, this scope of work is based upon the current approvals in place at the time of this document. Additional development program scenarios will be analyzed as additional services.

TASK 1 – DEVELOPMENT PROGRAM REFINEMENT

Kittelson will complete the traffic analysis for the Performance Drive Extension for two scenarios:

- Current Buildout of the Lake Nona PD Development Program
- Anticipated 5-Year development of Lake Nona PD

Tavistock will provide Kittelson with the anticipated program expected within five years. The current buildout will be consistent with that assumed within the Poitras PD study approved by the City of Orlando in 2020.

TASK 2 – TRAFFIC MODEL UPDATE

Task 2.1 – Trip Generation

Kittelson will evaluate the trip end generation potential for the anticipated 5-Year development of Lake Nona.

Task 2.2 – Travel Demand Model Update

Project trip distribution and driveway assignment will be based upon a select zone analysis from the latest version of the Orlando Urban Area Transportation Study (OUATS) model utilized in the March 2020 *Poitras Network Analysis* Transportation Impact Study.

Kittelson will prepare one model scenario showing the buildout scenario, the inclusion of the Osceola Parkway Extension and an interchange with Medical City Drive and SR 417. The five-year analysis will be developed based on considerations such as existing traffic counts, future model volumes, and the development expected to be constructed within five years.

TASK 3 – DATA COLLECTION

Kittelson will retain a subconsultant to collect traffic counts in the project area. The traffic counts will include:

- 48-hour segment volume counts at the following locations:
 - o Lake Nona Boulevard west of Medical City Drive
 - o Lake Nona Boulevard east of Medical City Drive
 - o Medical City Drive south of Lake Nona Boulevard
 - o Medical City Drive south of Sanger Road
- 4-hour manual turning movement counts at the following intersections:
 - o Lake Nona Boulevard & Medical City Drive
 - o Medical City Drive & Sanger Road
 - o Medical City Drive & Laureate Boulevard

TASK 4 – INTERSECTION ANALYSIS

Kittelson will estimate future traffic volume projections at the project intersections for the five-year and buildout scenarios. Recommended intersection geometrics will be determined based upon analysis and software implementing the Highway Capacity Manual methodologies, FDOT Quality/Level of Service standards, and engineering judgment. AM and PM peak hour traffic forecasts will be completed as part of this task.

Based upon the results of the review, Kittelson will provide bubble diagrams indicating recommendations for each intersection approach geometry including the number of lanes and turn lanes, required queue storage (based upon 95th percentile queues), and intersection control (i.e., signalized, stop-control).

TASK 5 – SUMMARY MEMORANDA AND MEETINGS

The results of the analyses in Tasks 1-4 will be summarized in a DRAFT summary memorandum and submitted to the Client for review. Subsequent to Client review, Kittelson will address any Client comments in a revised, FINAL report for Client use and submittal to the City of Orlando. In the event that the Client's comments result in additional analyses above and beyond those noted in Tasks 1 through 4, then those out-of-scope analyses will be conducted as additional services.

PART B – TERMS AND CONDITIONS

- I. **GENERAL:** The terms and conditions set forth herein shall govern all services subsequently performed on behalf of CLIENT unless changed by a written agreement signed by KITTELSON & ASSOCIATES, INC. In case any one or more of the provisions contained in this Agreement shall be held unenforceable, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
- II. **LIMITATION OF LIABILITY:** CLIENT AGREES THAT IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT, KITTELSON & ASSOCIATES, INC.'S AGGREGATE JOINT, SEVERAL AND INDIVIDUAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PROFESSIONAL MALPRACTICE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY SHALL BE LIMITED TO AN AMOUNT NO GREATER THAN THREE TIMES THE TOTAL COMPENSATION RECEIVED BY KITTELSON & ASSOCIATES, INC. UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- III. **LIMITATION OF REMEDY:** CLIENT COVENANTS THAT IT WILL NOT, UNDER ANY CIRCUMSTANCES, BRING A LAWSUIT OR CLAIM AGAINST KITTELSON & ASSOCIATES, INC.'S INDIVIDUAL EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS AND THAT CLIENT'S SOLE REMEDY SHALL BE AGAINST KITTELSON & ASSOCIATES, INC.
- IV. **WAIVER OF CONSEQUENTIAL DAMAGES:** NEITHER KITTELSON & ASSOCIATES, INC. NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO FINES, PENALTIES AND LOST PROFITS, WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY.
- V. **INDEMNITY:** To the maximum extent allowed by law, CLIENT and KITTELSON & ASSOCIATES, INC. shall indemnify and hold harmless, but not defend, each other and the indemnified party's employees, officers, directors and agents from, for and against all claims, losses, legal costs and expenses resulting from any bodily injury or property damage, but only to the extent caused by the indemnifying party's negligence.
- VI. **OWNERSHIP OF DOCUMENTS:** KITTELSON & ASSOCIATES, INC is deemed the author and owner of its documents and other instruments of service, and will retain all common law, statutory, and other reserved rights, including copyrights. So long as CLIENT complies with all terms of this Agreement, including but not limited to terms of payment, KITTELSON & ASSOCIATES, INC. grants CLIENT a nonexclusive license to use instruments of professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by CLIENT, without KITTELSON & ASSOCIATES, INC.'s written permission, shall be at CLIENT's own sole risk and CLIENT agrees to defend, indemnify, reimburse and hold harmless KITTELSON &

ASSOCIATES, INC. from all claims, liabilities, losses, costs, damages and expenses, including attorney's fees and expert's fees, related to the reuse by CLIENT or others acting through CLIENT.

VII. **ELECTRONIC DOCUMENTS:** If KITTELSON & ASSOCIATES, INC. provides CLIENT any documents or other instruments of service in electronic form ("Electronic Documents"), acceptance and use of the electronic documents by CLIENT shall be at CLIENT's sole risk and CLIENT shall:

- a. Waive and covenant not to sue KITTELSON & ASSOCIATES, INC. or its employees alleging any inaccuracy or defect of the Electronic Documents.
- b. Agree that KITTELSON & ASSOCIATES, INC. makes no representation with regard to the compatibility of the Electronic Documents with any software or hardware or that the data is fit for any specific use.
- c. Indemnify, hold harmless, reimburse and defend KITTELSON & ASSOCIATES, INC. from, for and against any claim, damage, liability, loss, expense or cost, including attorneys' fees and expert's fees, that may arise from CLIENT'S use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.
- d. CLIENT agrees that prior to use of the Electronic Documents on any project other than the Project, CLIENT shall retain the services of a licensed professional as necessary to review and revise the Electronic Documents for compliance with the local laws, practices and standards of the place where the Project will be located.

VIII. **DISPUTE RESOLUTION:** In any dispute arising out of this Agreement or the Services, with the exception of disputes relating to CLIENT's non-payment, partial payment or late payment of any amount due under an invoice issued by KITTELSON & ASSOCIATES, INC. ("Payment Disputes"), for which the remedy will be in accordance with Article XVI of this Agreement, the Parties shall first attempt to resolve the dispute through good-faith negotiation. In the event that the Parties are unable to resolve the dispute through negotiation, CLIENT agrees that any claim or dispute arising out of this Agreement or the Services, with the exception of Payment Disputes, shall be submitted to non-binding mediation. If the dispute cannot be resolved by mediation, the parties agree to submit their dispute to binding arbitration before a single arbitrator. The arbitration shall be held in Multnomah County, Oregon and shall be conducted by and pursuant to the rules of Arbitration Service of Portland, Inc. (ASP), and the arbitrator shall be chosen in accordance with ASP rules. Except in the case of Payment Disputes, the parties agree that so long as they are making good-faith efforts to resolve the dispute pursuant to the terms of this Article, they shall continue to perform under this Agreement.

IX. **GOVERNING LAW:** Without regard to conflict of laws, the rights and liabilities of the parties under this Agreement shall be governed by the laws of the State of Oregon.

X. **TIME BAR TO LEGAL ACTION:** All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred

and under no circumstances shall any such legal action be initiated by either party after the earlier of three (3) years or the State's applicable statute of limitations, both of which shall commence to run on the last day Services are performed under this Agreement.

- XI. **DIRECT EXPENSES:** KITTELSON & ASSOCIATES, INC.'s Direct Expenses shall be those costs incurred on or directly for the Project, including but not limited to necessary transportation costs including mileage at the current IRS-allowed rates, meals and lodging. Reimbursement for automobiles, meals and lodging, and any other expenses furnished by commercial sources shall be on the basis of actual charges plus a 10% markup.

All communication fees including, but not limited to computer services, telephone, faxes, postage, overnight deliveries, and in-house copies, printing, and binding charges shall be billed on the basis of a per direct labor hour fee when furnished by KITTELSON & ASSOCIATES, INC.

- XII. **PROFESSIONAL SERVICES:** KITTELSON & ASSOCIATES, INC. staff is defined as all permanent and temporary employees, as well as any and all contract labor of KITTELSON & ASSOCIATES, INC. All KITTELSON & ASSOCIATES, INC., staff time spent working on the Project will be billed as applicable per Table 1.

- XIII. **COST ESTIMATE:** Any cost estimates provided by KITTELSON & ASSOCIATES, INC. as part of the Services will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures KITTELSON & ASSOCIATES, INC. cannot warrant that bids, construction or other Project costs will not vary from these cost estimates.

- XIV. **PEER REVIEW:** Any peer review report prepared by KITTELSON & ASSOCIATES INC. as part of the Services herein merely represents its professional, unbiased opinion regarding the deliverable. This opinion is based solely on KITTELSON & ASSOCIATES, INC.'S evaluation of the information provided by CLIENT and should not be considered an exhaustive review, insurance against errors or omissions in the deliverable, or advocacy of the intended project. CLIENT agrees that the purpose and intent of KITTELSON & ASSOCIATES, INC.'S evaluation of the deliverable is to reduce the risk of errors or omissions only and not to eliminate such risk. KITTELSON & ASSOCIATES, INC. offers no warranty or guarantee with regard to any requested peer review performed under this AGREEMENT.

- XV. **TERMINATION FOR CONVENIENCE:** In addition to other rights of termination, either CLIENT or KITTELSON & ASSOCIATES, INC. may terminate this Agreement for its convenience by giving 30 days' written notice to the other party. In such event, CLIENT shall forthwith pay KITTELSON & ASSOCIATES, INC. in full for all work previously authorized and performed prior to effective date of termination as well as all unavoidable expenses incurred prior to termination.

- XVI. **PAYMENT TO KITTELSON & ASSOCIATES, INC./REMEDIES FOR PAYMENT DISPUTES:** Monthly invoices will be issued by KITTELSON & ASSOCIATES, INC. for all services performed under the terms of this Agreement, and reimbursement of direct expenses. A retainer, if applicable, will be required in advance of start of services and will be credited to the final invoice(s) of Project. Invoices are due

and payable within 30 days of receipt. The CLIENT must notify the KITTELSON & ASSOCIATES, INC.'s Project Manager or Project Accountant, in writing, within 30 days of receipt of any disputed charges in an invoice (the "Disputed Charges"). In the event CLIENT gives notice of any Disputed Charges in an invoice, the undisputed invoiced amounts are still due and owing under the terms of this Article. Interest at the rate of 1.5 percent per month, or alternatively at the highest monthly rate allowable in the jurisdiction where the Services are being provided, whichever is higher, will be charged on all past due amounts. Interest charges on past due amounts are in addition to the fixed ceiling for the contract and are not counted in determining whether the fixed ceiling has been reached. CLIENT'S failure to make payments to KITTELSON & ASSOCIATES, INC. within 90 days of the issuance of an invoice shall constitute a material breach of this Agreement and KITTELSON & ASSOCIATES, INC. shall have the option to withhold services until paid or terminate this Agreement. Payment Disputes, including but not limited to disputes over (a) CLIENT's non-payment or late payment of any charge on an invoice; and (b) any charge on an invoice identified by CLIENT as a Disputed Charge, are not subject to the Dispute Resolution and Arbitration provisions of Article VIII of this Agreement, and KITTELSON & ASSOCIATES, INC. may avail itself of any and all available legal and equitable remedies to address such Payment Disputes, including, but not limited, to asserting a lien against the real property where PROJECT is located. In the event KITTELSON & ASSOCIATES, INC. is required to undertake collection actions, or otherwise incur any costs in connection with the collection of amounts owing under a past-due invoice, all such costs shall be the responsibility of CLIENT. KITTELSON & ASSOCIATES, INC. prefers that all payments be made through the Automated Clearing House Network ("ACH"). The following bank account information is provided below for this purpose:

Account Name: Kittelson & Associates, Inc.
Bank Name: Chase Bank
Account Number: 179118350
ABA Number: 325070760
Remittance Advice: apinvoice@kittelson.com

- XVII. **PREVAILING PARTY ATTORNEY FEES:** In the event of any litigation between the parties arising out of this Agreement, including mandatory arbitration under Article VIII of this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees incurred in the litigation.
- XVIII. **ADDITIONAL INSURED:** KITTELSON & ASSOCIATES, INC. shall cause its general liability insurers to name CLIENT as an additional insured.
- XIX. **PROFESSIONAL STANDARDS:** KITTELSON & ASSOCIATES, INC. shall be responsible for performing the Services to the level of competency currently maintained by other practicing professional engineers performing the same type of services in CLIENT'S community. KITTELSON & ASSOCIATES, INC. makes no warranty, guarantee or assurance, express or implied, that the Services will yield or accomplish a perfect or particular outcome for the Project.

XX. **ENTIRE AGREEMENT:** This Agreement constitutes the entire, legally-binding contract between the parties regarding its subject matter and supersede any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written. Amendments to this Agreement will be governed by this Agreement and must be in writing and signed by both the CLIENT and KITTELSON & ASSOCIATES, INC.

XXI. **NO THIRD PARTY RIGHTS:** To the fullest extent permitted by law, no party has any third party beneficiary or other rights arising from or related to the Services.

AUTHORIZATION TO PROCEED: Signing this form shall constitute agreement with all terms and conditions of this AGREEMENT and authorization by CLIENT for KITTELSON & ASSOCIATES, INC. to proceed with performance of the Services as of the date first written above (the "EFFECTIVE DATE").

Table 1:

Project Phase Description	Billing Method	Authorized Amount
Tasks 1-5	Lump Sum	\$22,400

Accepted for:

BOGGY CREEK IMPROVEMENT DISTRICT

Signature

Print Name

Title

Date

Approved for:

KITTELSON & ASSOCIATES, INC.

Signature

Print Name

Title

Date

BOGGY CREEK IMPROVEMENT DISTRICT

FY 2021 Audit Engagement Letter



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

September 16, 2021

Boggy Creek Improvement District
PFM Group Consulting, LLC
3501 Quadrangle Blvd, Suite 270
Orlando, FL 32817

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Boggy Creek Improvement District, which comprise governmental activities and each major fund as of and for the year ended September 30, 2021 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2021.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA



Boggy Creek Improvement District
September 16, 2021
Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



Boggy Creek Improvement District
September 16, 2021
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The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



Boggy Creek Improvement District
September 16, 2021
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Boggy Creek Improvement District's financial statements. Our report will be addressed to the Board of Boggy Creek Improvement District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Boggy Creek Improvement District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Jennifer Walden. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



Boggy Creek Improvement District
September 16, 2021
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Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2021 will not exceed \$3,775, unless the scope of the engagement is changed, the assistance which Boggy Creek Improvement District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by Boggy Creek Improvement District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Boggy Creek Improvement District, Boggy Creek Improvement District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Boggy Creek Improvement District
September 16, 2021
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Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Boggy Creek Improvement District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Boggy Creek Improvement District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Boggy Creek Improvement District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Boggy Creek Improvement District and its management and Board of Supervisors to discharge the foregoing responsibilities, Boggy Creek Improvement District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Boggy Creek Improvement District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Boggy Creek Improvement District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Boggy Creek Improvement District
September 16, 2021
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Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs, PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Baggett, Reutimann & Associates, CPAs, PA. U.S. 18161 email jdb@baggettand.com

**ADDENDUM TO ENGAGEMENT LETTER
BOGGY CREEK IMPROVEMENT DISTRICT
DATED SEPTEMBER 16, 2021**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that 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 completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**PFM GROUP CONSULTING, LLC
3501 QUADRANGLE BLVD, SUITE 270
ORLANDO, FL 32817
TELEPHONE: 407-723-5900**

Auditor: _



_

**District: Boggy Creek
Improvement District**

Title: Director

Title: _____

Date: September 16, 2021

Date: _____

BOGGY CREEK IMPROVEMENT DISTRICT

**Hopping Green & Sams and Kutak Rock
Transition Letter**

Hopping Green & Sams

Attorneys and Counselors

October 15, 2021

VIA EMAIL

Jennifer Walden
District Manager
PFM Group Consulting LLC
jenniferw@pfm.com

RE: Boggy Creek Improvement District ("Client")

JOINT LETTER BY HOPPING GREEN & SAMS, P.A. AND KUTAK ROCK LLP, ANNOUNCING THE DEPARTURE OF JONATHAN JOHNSON, KATIE BUCHANAN, MIKE ECKERT, TUCKER MACKIE, WES HABER, LINDSAY WHELAN, JOE BROWN, SARAH SANDY, ALYSSA WILLSON AND MICHELLE RIGONI TO KUTAK ROCK LLP

Dear Ms. Walden:

As of November 15, 2021, Jonathan Johnson, Katie Buchanan, Mike Eckert, Tucker Mackie, Wes Haber, Lindsay Whelan, Joe Brown, Sarah Sandy, Alyssa Willson and Michelle Rigoni (the "Special District Practice Group") will be withdrawing as attorneys from Hopping Green & Sams, P.A. ("HGS") and will be joining Kutak Rock LLP ("Kutak"). The members of the Special District Practice Group have provided services in connection with HGS's representation of the Client on the above referenced matter(s) (the "Client Matters").

In the coming months, HGS will no longer be providing legal services. Kutak is prepared to continue as the Client's legal counsel with respect to the Client Matters; however, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and all electronic files and active and closed hardcopy files (collectively, the "Files") should be transferred to Kutak.

Please select one of the following alternatives; however, please be advised that as of November 15, 2021, HGS will no longer be competent to provide legal services to the Client; accordingly, representation by HGS will cease on November 15, 2021, whether or not the Client makes an election below:

1. ALTERNATIVE #1. The Client asks that the Client Matters be transferred with the Special District Practice Group to their new firm, Kutak. Please transfer all Files relating to the Client Matters. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, the Special District Practice Group and their new firm, Kutak, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds and/or property to Kutak.

**(Please sign if you want Alternative #1; [DATE]
otherwise, do not sign on this line.)**

2. ALTERNATIVE #2. If you do not want Alternative #1, please advise us what HGS should do regarding the Client Matters and all Files relating to the Client Matters by December 1, 2021. HGS's legal representation of the Client will cease on November 15, 2021. If HGS does not receive a response by December 1, 2021, that will confirm HGS's understanding that all Files are not needed or desired and HGS will shred them.

(Please sign here if you have [DATE]
given instructions under Alternative
#2; otherwise do not sign on this line.)

After you have completed and signed this form, please send a copy via electronic mail to JasonM@hgslaw.com, MarkS@hgslaw.com, TuckerM@hgslaw.com, and KimH@hgslaw.com.

Thank you for your consideration and assistance.

HOPPING GREEN & SAMS, P.A.

A handwritten signature in blue ink, appearing to read 'Jonathan Johnson', is written over a faint, dotted grid background.

By: Jonathan Johnson

Its: President

Date: October 15, 2021

cc: Richard Levey (boardmember2@boggycreekid.org)

BOGGY CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid in
September 2021 in an amount totaling \$199,794.71**

BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from September 1, 2021 through September 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$199,794.71**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Boggy Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 9/1/2021 to 9/30/2021

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3834	09/10/21	M	AWC	Aquatic Weed Control, Inc.	\$835.00
3835	09/10/21	M	DONMC	Donald W. McIntosh Associates	\$256.50
3836	09/10/21	M	HGS	Hopping Green & Sams	\$2,291.28
3837	09/10/21	M	PFMGC	PFM Group Consulting	\$102.11
3838	09/10/21	M	USBANK	U.S. Bank	\$5,540.63
3839	09/10/21	M	VGLOBA	VGlobalTech	\$125.00
3840	09/17/21	M	FAC	Fire Ant Control	\$1,510.00
3841	09/27/21	M	BERCON	Berman Construction	\$3,000.01
3842	09/27/21	M	CEPRA	Cepira Landscape	\$22,976.73
3843	09/27/21	M	DTE	Down to Earth	\$30,301.00
3844	09/27/21	M	EGIS	Egis Insurance Advisors LLC	\$11,660.00
3845	09/27/21	M	PFMGC	PFM Group Consulting	\$1,250.00
3846	09/27/21	M	VGLOBA	VGlobalTech	\$125.00
BANK SUN REGISTER TOTAL:					\$79,973.26
GRAND TOTAL					\$79,973.26

79,973.26	Checks 3834-3846
22,526.67	FY 2021 reserve transfers
15.00	Wire fee
8,971.78	PA 514 - OUC invoice paid
88,308.00	Interchange conveyance transfers
199,794.71	Cash Spent

BOGGY CREEK IMPROVEMENT DISTRICT

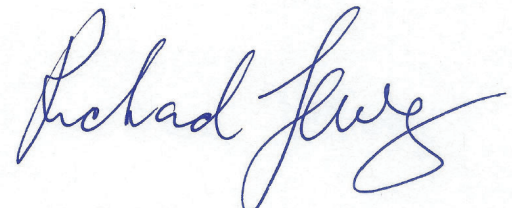
Payment Authorization #511

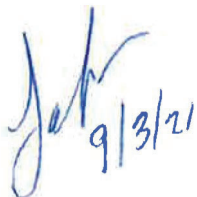
8/27/2021

Item o.	Payee	Invoice Number	General Fund
1	Down to Earth Landscape & Irrigation August Interchange Landscaping Services	02571	\$ 0,200.67
2	Hopping Green & Sams General Counsel Through 07/31/2021	4621	\$,291.28
3	PFM Group Consulting Billable Expenses	6558	\$ 02.11
4	VGlobalTech August Website Maintenance	964	\$ 5.00

TOTAL \$,719.06


Secretary/Assistant Secretary


Chairperson


9/3/21

RECEIVED

By Amanda Lane at 9:15 am, Sep 07, 2021

BOGGY CREEK IMPROVEMENT DISTRICT

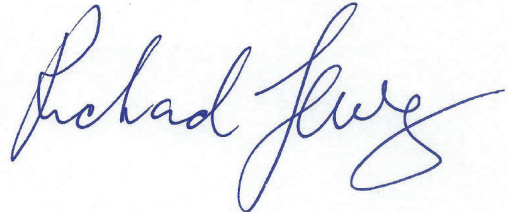
Payment Authorization #512

9/3/2021

Item No.	Payee	Invoice Number	General Fund
	Aquatic Weed Control September Waterway Service	62254	\$ 835.00
2	Cepira Landscape September Landscape Maintenance	ORL59	\$ 21,917.13
3	Donald W McIntosh Associates Engineering Services Through 08/13/2021	41516	\$ 256.50
4	US Bank Series 2018 - FY 2021 Trustee Services (08/01/2021 09/30/2021) Series 2018 - FY 2022 Trustee Services (10/01/2021 07/31/2022)	6240171 6240171	\$ 23.44 \$ 4,617.19

TOTAL \$ 8,549.26


Secretary/Assistant Secretary


Chairperson


Boggy Creek Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 70
Orlando, FL 32817
LaneA@pfm.com // (407) 723-5925

RECEIVED

By Amanda Lane at 9:15 am, Sep 07, 2021

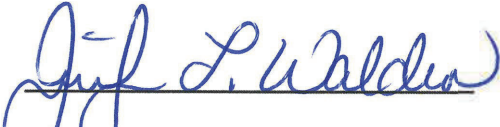
BOGGY CREEK IMPROVEMENT DISTRICT

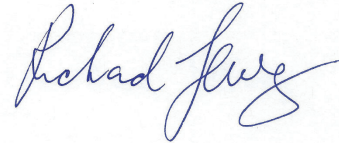
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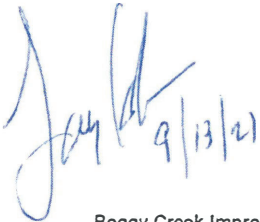
9/10/2021

Item No.	Payee	Invoice Number	General Fund
1	Down t Earth September Lawn Maintenance	105202	\$ 0,200.67
2	Fire Ant Control Fire Ant Control	14459	\$,510.00

TOTAL \$,710.67


Secretary/Assistant Secretary


Chairperson


9/13/21

Boggy Creek Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 70
Orlando, FL 817
LaneA@pfn.com // (407) 723-5925

RECEIVED

By Amanda Lane at 12:04 pm, Sep 16, 2021

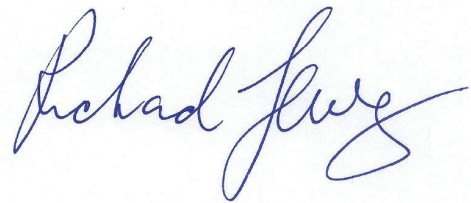
BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #514

9/17/2021

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction September Administrator & Irrigation Specialist	14596	\$ 3,000.01
2	Cepra Landscape August MI and Repairs Clock 13 Repairs	ORL45 ORL51	\$ 881.60 \$ 178.00
	Egis Insurance & Risk Advisors FY 2022 Insurance	14378	\$ 11,660.00
	OUC Acct: 2562183178 ; Service 08/03/2021 - 09/01/2021	--	\$ 8,971.78
5	PFM Group Consulting Series 2013 Dissemination Services 07/01/2021 09/30/2021	116942	\$ 1,250.00
6	VGlobalTech September Website Maintenance	3050	\$ 125.00
TOTAL			\$ 26,066.39


Secretary/Assistant Secretary


Chairperson


Boggy Creek Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 70
Orlando, FL 32817
LaneA@pfm.com // (407) 723-5925

RECEIVED

By Amanda Lane at 11:35 am, Sep 24, 2021

BOGGY CREEK IMPROVEMENT DISTRICT

**Requisition Nos. 2018-207 – 2018-208 in September
2021 in an amount totaling \$3,182.25**

BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from September 1, 2021 through September 30, 2021. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2018-207	Donald W. McIntosh Associates	\$2,956.00
2018-208	Orlando Sentinel	\$226.25
		\$3,182.25

EXHIBIT D

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

DATE:	September 3, 2021	REQUISITION NO:	2018-207
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$2,956.00
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	Invoice 41517 for Project 23218 (Lake Nona Boggy Creek) Through 08/13/2021		

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

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

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

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

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

BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

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, PE

RECEIVED

By Amanda Lane at 1:25 pm, Sep 07, 2021

EXHIBIT D

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

DATE:	September 3, 2021	REQUISITION NO:	2018-207
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$2,956.00
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	Invoice 41517 for Project 23218 (Lake Nona Boggy Creek) Through 08/13/2021		

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:  9/3/21
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 1:25 pm, Sep 07, 2021

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

DATE:	September 17, 2021	REQUISITION NO:	2018-208
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$226.25
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice 41825160000 for Reference OSC41825160 (Ad #7021152) for Construction Legal Advertising of September Construction Committee Meetings (Split Five Ways, Will Be Reimbursed From GID, MCID, PE, MID)		

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:  9/21/21
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 12:41 pm, Sep 21, 2021

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 9/30/2021

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$315,939.08				\$315,939.08
State Board of Administration	1,300.52				1,300.52
Accounts Receivable - Due from Developer	440.07				440.07
Due From Other Governmental Units	17,893.39				17,893.39
Prepaid Expenses	18,005.68				18,005.68
Deposits	4,550.00				4,550.00
Infrastructure Capital Reserve	60,561.20				60,561.20
Interchange Maintenance Reserve	7,084.84				7,084.84
Debt Service Reserve Series 2013		\$3,946,021.87			3,946,021.87
Debt Service Reserve Series 2018		1,128,501.94			1,128,501.94
Revenue Series 2013		2.64			2.64
Interest Series 2018		5,336.26			5,336.26
General Checking Account			\$13,131.24		13,131.24
Acquisition/Construction Series 2013			26,985.43		26,985.43
Acquisition/Construction Series 2018			336.94		336.94
Due From Other Governmental Units			225.50		225.50
Total Current Assets	<u>\$425,774.78</u>	<u>\$5,079,862.71</u>	<u>\$40,679.11</u>	<u>\$0.00</u>	<u>\$5,546,316.60</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$5,079,862.71	\$5,079,862.71
Amount To Be Provided				41,480,137.29	41,480,137.29
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$46,560,000.00</u>	<u>\$46,560,000.00</u>
Total Assets	<u><u>\$425,774.78</u></u>	<u><u>\$5,079,862.71</u></u>	<u><u>\$40,679.11</u></u>	<u><u>\$46,560,000.00</u></u>	<u><u>\$52,106,316.60</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$71,581.13				\$71,581.13
Deferred Revenue	440.07				440.07
Accounts Payable			\$3,864.18		3,864.18
Total Current Liabilities	<u>\$72,021.20</u>	<u>\$0.00</u>	<u>\$3,864.18</u>	<u>\$0.00</u>	<u>\$75,885.38</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$46,560,000.00	\$46,560,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$46,560,000.00</u>	<u>\$46,560,000.00</u>
Total Liabilities	<u><u>\$72,021.20</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,864.18</u></u>	<u><u>\$46,560,000.00</u></u>	<u><u>\$46,635,885.38</u></u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$70,670.30				\$70,670.30
Current Year Net Assets, Unrestricted	(88,308.00)				(88,308.00)
Net Assets - General Government	121,651.11				121,651.11
Current Year Net Assets - General Government	249,740.17				249,740.17
Net Assets, Unrestricted		(\$1,841,561.71)			(1,841,561.71)
Current Year Net Assets, Unrestricted		(1,152,609.61)			(1,152,609.61)
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			(5,078,818.54)		(5,078,818.54)
Current Year Net Assets, Unrestricted			803,288.66		803,288.66
Net Assets - General Government			26,696,976.16		26,696,976.16
Total Net Assets	<u><u>\$353,753.58</u></u>	<u><u>\$5,079,862.71</u></u>	<u><u>\$36,814.93</u></u>	<u><u>\$0.00</u></u>	<u><u>\$5,470,431.22</u></u>
Total Liabilities and Net Assets	<u><u>\$425,774.78</u></u>	<u><u>\$5,079,862.71</u></u>	<u><u>\$40,679.11</u></u>	<u><u>\$46,560,000.00</u></u>	<u><u>\$52,106,316.60</u></u>

Boggy Creek Improvement District
Statement of Activities
As of 9/30/2021

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Revenues</u>					
Off-Roll Assessments	\$920,455.63				\$920,455.63
Developer Contributions	11,733.70				11,733.70
Other Income & Other Financing Sources	122,650.58				122,650.58
Other Assessments		\$2,717,989.21			2,717,989.21
Inter-Fund Group Transfers In		(5,688.01)			(5,688.01)
Debt Proceeds		703,699.49			703,699.49
Inter-Fund Transfers In			\$5,688.01		5,688.01
Debt Proceeds			824,576.51		824,576.51
Total Revenues	<u>\$1,054,839.91</u>	<u>\$3,416,000.69</u>	<u>\$830,264.52</u>	<u>\$0.00</u>	<u>\$5,301,105.12</u>
<u>Expenses</u>					
Supervisor Fees	\$4,400.00				\$4,400.00
Public Officials' Liability Insurance	3,498.00				3,498.00
Trustee Services	8,501.23				8,501.23
Management	38,333.36				38,333.36
Engineering	5,712.00				5,712.00
Dissemination Agent	5,000.00				5,000.00
District Counsel	34,230.93				34,230.93
Assessment Administration	7,500.00				7,500.00
Audit	3,775.00				3,775.00
Travel and Per Diem	102.25				102.25
Postage & Shipping	241.82				241.82
Legal Advertising	4,462.53				4,462.53
Miscellaneous	433.25				433.25
Web Site Maintenance	2,400.00				2,400.00
Holiday Decorations	300.00				300.00
Dues, Licenses, and Fees	175.00				175.00
Electric	4,941.76				4,941.76
Water Reclaimed	32,034.87				32,034.87
General Insurance	3,968.00				3,968.00
Property & Casualty	3,761.00				3,761.00
Irrigation Parts	46,014.48				46,014.48
Landscaping Maintenance & Material	260,588.36				260,588.36
Landscape Improvements	102,974.40				102,974.40
Tree Trimming	394.00				394.00
Contingency	21,273.89				21,273.89
IME - Aquatics Maintenance	3,256.44				3,256.44
IME - Irrigation	2,753.84				2,753.84
IME - Landscaping	82,421.85				82,421.85
IME - Lighting	910.83				910.83
IME - Miscellaneous	3,747.46				3,747.46
IME - Water Reclaimed	689.59				689.59

Boggy Creek Improvement District
Statement of Activities
As of 9/30/2021

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
Pest Control	3,020.00				3,020.00
Entry and Wall Maintenance	3,587.21				3,587.21
Capital Expenditures	88,308.00				88,308.00
Streetlights	73,810.83				73,810.83
Personnel Leasing Agreement	36,000.12				36,000.12
Principal Payments (Series 2013)		\$1,525,000.00			1,525,000.00
Interest Payments (Series 2013)		2,743,917.78			2,743,917.78
Interest Payments (Series 2018)		301,875.93			301,875.93
Engineering			\$17,399.43		17,399.43
District Counsel			8,641.50		8,641.50
Legal Advertising			937.88		937.88
Total Expenses	<u>\$893,522.30</u>	<u>\$4,570,793.71</u>	<u>\$26,978.81</u>	<u>\$0.00</u>	<u>\$5,491,294.82</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$114.56				\$114.56
Interest Income		\$2,183.41			2,183.41
Interest Income			\$2.95		2.95
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$114.56</u>	<u>\$2,183.41</u>	<u>\$2.95</u>	<u>\$0.00</u>	<u>\$2,300.92</u>
Change In Net Assets	\$161,432.17	(\$1,152,609.61)	\$803,288.66	\$0.00	(\$187,888.78)
Net Assets At Beginning Of Year	<u>\$192,321.41</u>	<u>\$6,232,472.32</u>	<u>(\$766,473.73)</u>	<u>\$0.00</u>	<u>\$5,658,320.00</u>
Net Assets At End Of Year	<u><u>\$353,753.58</u></u>	<u><u>\$5,079,862.71</u></u>	<u><u>\$36,814.93</u></u>	<u><u>\$0.00</u></u>	<u><u>\$5,470,431.22</u></u>

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 09/30/2021

	Actual	Budget	Variance	FY 2021 Adopted Budget	Percentage Variance
<u>Revenues</u>					
Off-Roll Assessments	\$ 920,455.63	\$ 920,455.44	\$ 0.19	\$ 920,455.44	100.00%
Developer Contributions	11,733.70	-	11,733.70	-	
Other Income & Other Financing Sources	122,650.58	-	122,650.58	-	
Net Revenues	\$ 1,054,839.91	\$ 920,455.44	\$ 134,384.47	\$ 920,455.44	114.60%
<u>General & Administrative Expenses</u>					
Legislative					
Supervisor Fees	\$ 4,400.00	\$ 7,200.00	\$ (2,800.00)	\$ 7,200.00	61.11%
Financial & Administrative					
Public Officials' Liability Insurance	3,498.00	3,675.00	(177.00)	3,675.00	95.18%
Trustee Services	8,501.23	7,000.00	1,501.23	7,000.00	121.45%
Management	38,333.36	37,500.00	833.36	37,500.00	102.22%
Engineering	5,712.00	11,500.00	(5,788.00)	11,500.00	49.67%
Dissemination Agent	5,000.00	5,000.00	-	5,000.00	100.00%
District Counsel	34,230.93	30,000.00	4,230.93	30,000.00	114.10%
Assessment Administration	7,500.00	7,500.00	-	7,500.00	100.00%
Reamortization Schedules	-	250.00	(250.00)	250.00	0.00%
Audit	3,775.00	5,000.00	(1,225.00)	5,000.00	75.50%
Arbitrage Calculation	-	1,200.00	(1,200.00)	1,200.00	0.00%
Travel and Per Diem	102.25	300.00	(197.75)	300.00	34.08%
Telephone	-	50.00	(50.00)	50.00	0.00%
Postage & Shipping	241.82	500.00	(258.18)	500.00	48.36%
Copies	-	2,000.00	(2,000.00)	2,000.00	0.00%
Legal Advertising	4,462.53	9,500.00	(5,037.47)	9,500.00	46.97%
Miscellaneous	433.25	5,500.00	(5,066.75)	5,500.00	7.88%
Property Taxes	-	150.00	(150.00)	150.00	0.00%
Web Site Maintenance	2,400.00	2,700.00	(300.00)	2,700.00	88.89%
Holiday Decorations	300.00	6,000.00	(5,700.00)	6,000.00	5.00%
Dues, Licenses, and Fees	175.00	175.00	-	175.00	100.00%
Total General & Administrative Expenses	\$ 119,065.37	\$ 142,700.00	\$ (23,634.63)	\$ 142,700.00	83.44%

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 09/30/2021

	Actual	Budget	Variance	FY 2021 Adopted Budget	Percentage Variance
<u>Field Operations Expenses</u>					
Electric Utility Services					
Electric	\$ 4,941.76	\$ 4,500.00	\$ 441.76	\$ 4,500.00	109.82%
Entry Lighting	-	500.00	(500.00)	500.00	0.00%
Water-Sewer Combination Services					
Water Reclaimed	32,034.87	35,000.00	(2,965.13)	35,000.00	91.53%
Other Physical Environment					
General Insurance	3,968.00	4,175.00	(207.00)	4,175.00	95.04%
Property & Casualty	3,761.00	3,775.00	(14.00)	3,775.00	99.63%
Other Insurance	-	100.00	(100.00)	100.00	0.00%
Irrigation Repairs	46,014.48	40,000.00	6,014.48	40,000.00	115.04%
Landscaping Maintenance & Material	260,588.36	262,842.00	(2,253.64)	262,842.00	99.14%
Landscape Improvements	102,974.40	65,000.00	37,974.40	65,000.00	158.42%
Tree Trimming	394.00	40,000.00	(39,606.00)	40,000.00	0.99%
Contingency	21,273.89	31,361.47	(10,087.58)	31,361.47	67.83%
Pest Control	3,020.00	3,020.00	-	3,020.00	100.00%
Hurricane Cleanup	-	20,000.00	(20,000.00)	20,000.00	0.00%
Capital Expenditures	88,308.00	-	88,308.00	-	
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	3,256.44	3,445.00	(188.56)	3,445.00	94.53%
IME - Irrigation Repair	2,753.84	9,750.00	(6,996.16)	9,750.00	28.24%
IME - Landscaping	82,421.85	78,782.60	3,639.25	78,782.60	104.62%
IME - Lighting	910.83	1,625.00	(714.17)	1,625.00	56.05%
IME - Miscellaneous	3,747.46	1,625.00	2,122.46	1,625.00	230.61%
IME - Water Reclaimed	689.59	2,437.50	(1,747.91)	2,437.50	28.29%
Road & Street Facilities					
Entry and Wall Maintenance	3,587.21	15,000.00	(11,412.79)	15,000.00	23.91%
Streetlights	73,810.83	96,390.20	(22,579.37)	96,390.20	76.58%
Parks & Recreation					
Personnel Leasing Agreement	36,000.12	36,000.00	0.12	36,000.00	100.00%
Reserves					
Infrastructure Capital Reserve	20,166.67	20,166.67	-	20,166.67	100.00%
Interchange Maintenance Reserve	2,360.00	2,360.00	-	2,360.00	100.00%
Total Field Operations Expenses	\$ 796,983.60	\$ 777,855.44	\$ 19,128.16	\$ 777,855.44	102.46%
Total Expenses	\$ 916,048.97	\$ 920,555.44	\$ (4,506.47)	\$ 920,555.44	99.51%
Income (Loss) from Operations	\$ 138,790.94	\$ (100.00)	\$ 138,890.94	\$ (100.00)	
<u>Other Income (Expense)</u>					
Interest Income	\$ 114.56	\$ 100.00	\$ 14.56	\$ 100.00	114.56%
Total Other Income (Expense)	\$ 114.56	\$ 100.00	\$ 14.56	\$ 100.00	114.56%
Net Income (Loss)	\$ 138,905.50	\$ -	\$ 138,905.50	\$ -	

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 09/30/2021

	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	YTD Actual
Revenues													
Off-Roll Assessments	\$ -	\$ -	\$ 450,987.27	\$ 50,535.56	\$ 35,999.74	\$ 443.57	\$ 212,214.90	\$ 170,274.59	\$ -	\$ -	\$ -	\$ -	\$ 920,455.63
Developer Contributions	-	-	1,494.50	-	725.00	4,449.50	146.64	-	-	-	-	4,918.06	11,733.70
Other Income & Other Financing Sources	-	-	-	-	-	-	-	0.28	-	0.30	-	122,650.00	122,650.58
Net Revenues	\$ -	\$ -	\$ 452,481.77	\$ 50,535.56	\$ 36,724.74	\$ 4,893.07	\$ 212,361.54	\$ 170,274.87	\$ -	\$ 0.30	\$ -	\$ 127,568.06	\$ 1,054,839.91
General & Administrative Expenses													
Legislative													
Supervisor Fees	\$ 400.00	\$ 200.00	\$ -	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 200.00	\$ 800.00	\$ 400.00	\$ 400.00	\$ 4,400.00
Financial & Administrative													
Public Officials' Liability Insurance	3,498.00	-	-	-	-	-	-	-	-	-	-	-	3,498.00
Trustee Services	6,343.15	-	-	-	-	-	-	-	1,234.64	-	-	923.44	8,501.23
Management	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,125.00	3,333.33	3,333.33	3,333.33	3,333.37	38,333.36
Engineering	-	750.00	187.50	125.00	750.00	312.50	500.00	571.00	758.50	446.00	636.00	675.50	5,712.00
Dissemination Agent	-	-	-	1,250.00	-	1,250.00	-	-	1,250.00	-	-	1,250.00	5,000.00
District Counsel	-	-	4,563.00	2,709.50	1,710.30	2,855.64	1,791.46	5,503.97	-	3,262.51	9,233.86	2,600.69	34,230.93
Assessment Administration	7,500.00	-	-	-	-	-	-	-	-	-	-	-	7,500.00
Reamortization Schedules	-	-	-	-	-	-	-	-	-	-	-	-	-
Audit	-	-	-	-	-	-	-	-	3,775.00	-	-	-	3,775.00
Arbitrage Calculation	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel and Per Diem	-	-	18.29	-	6.90	-	17.17	29.08	7.47	6.91	16.43	-	102.25
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Shipping	-	35.12	12.48	14.52	14.85	13.08	25.43	35.52	40.11	31.56	7.91	11.24	241.82
Copies	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Advertising	1,105.02	361.26	-	342.50	346.25	-	688.75	297.50	297.50	-	778.75	245.00	4,462.53
Miscellaneous	-	-	40.16	-	-	-	97.25	40.16	-	155.00	85.68	15.00	433.25
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Web Site Maintenance	125.00	125.00	125.00	425.00	125.00	125.00	425.00	125.00	125.00	425.00	125.00	125.00	2,400.00
Holiday Decorations	300.00	-	-	-	-	-	-	-	-	-	-	-	300.00
Dues, Licenses, and Fees	175.00	-	-	-	-	-	-	-	-	-	-	-	175.00
Total General & Administrative Expenses	\$ 22,571.17	\$ 4,596.38	\$ 8,071.43	\$ 8,391.52	\$ 6,478.30	\$ 8,081.22	\$ 7,070.06	\$ 10,127.23	\$ 11,021.55	\$ 8,460.31	\$ 14,616.96	\$ 9,579.24	\$ 119,065.37
Field Operations													
Electric Utility Services													
Electric	\$ -	\$ 371.46	\$ 375.99	\$ 400.42	\$ 380.66	\$ 377.37	\$ 427.35	\$ 420.71	\$ 407.38	\$ 405.18	\$ 415.42	\$ 959.82	\$ 4,941.76
Entry Lighting	-	-	-	-	-	-	-	-	-	-	-	-	-
Water-Sewer Combination Services													
Water Reclaimed	-	1,984.19	1,772.44	3,111.22	2,289.42	1,500.88	2,928.69	4,121.88	5,250.20	3,047.60	2,206.29	3,822.06	32,034.87

Boggy Creek Improvement District
Budget to Actual
For the Month Ending 09/30/2021

	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	YTD Actual
Other Physical Environment													
General Insurance	3,968.00	-	-	-	-	-	-	-	-	-	-	-	3,968.00
Property & Casualty Insurance	3,761.00	-	-	-	-	-	-	-	-	-	-	-	3,761.00
Other Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Repairs	2,800.96	5,767.06	4,141.56	5,719.40	5,422.00	6,150.00	3,528.40	-	2,857.00	-	5,857.50	3,770.60	46,014.48
Landscaping Maintenance & Material	21,391.81	21,391.81	21,391.81	21,391.81	21,877.64	21,877.64	(39.49)	43,794.77	21,877.64	21,877.64	21,877.64	21,877.64	260,588.36
Landscape Improvements	-	4,445.00	-	-	-	-	-	-	4,125.00	59,694.60	3,325.00	31,384.80	102,974.40
Tree Trimming	-	150.00	-	-	-	-	-	-	-	-	-	244.00	- 394.00
Contingency	-	-	9,975.00	619.00	2,824.00	-	-	5,425.92	-	2,280.00	149.97	-	21,273.89
Pest Control	-	-	-	-	-	1,510.00	-	-	-	-	-	1,510.00	3,020.00
Hurricane Cleanup	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	88,308.00	88,308.00
Interchange Maintenance Expenses													
IME - Aquatics Maintenance	271.37	271.37	271.37	271.37	271.37	271.37	271.37	271.37	271.37	271.37	271.37	271.37	3,256.44
IME - Irrigation	-	97.91	298.74	318.50	213.93	-	356.31	107.60	399.75	44.75	185.90	730.45	- 2,753.84
IME - Landscaping	6,565.22	6,565.22	-	13,130.44	6,630.22	-	14,804.07	6,565.32	6,565.32	6,827.60	6,565.22	8,203.22	82,421.85
IME - Lighting	-	59.81	61.23	68.05	59.09	59.30	97.27	56.22	53.60	55.01	60.56	280.69	910.83
IME - Miscellaneous	1,170.00	-	1,560.00	196.62	307.35	99.12	414.37	-	-	-	-	-	3,747.46
IME - Water Reclaimed	-	27.81	35.21	22.65	37.00	27.81	57.63	42.60	106.52	104.95	42.16	185.25	689.59
Road & Street Facilities													
Entry and Wall Maintenance	-	137.21	-	-	-	-	-	-	-	-	3,450.00	-	3,587.21
Streetlights	-	5,167.46	5,315.97	5,207.64	6,456.95	6,457.75	6,458.30	6,458.30	6,457.54	6,457.54	6,459.06	12,914.32	73,810.83
Parks & Recreation													
Personnel Leasing Agreement	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	36,000.12
Reserves													
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-	-	-	-	20,166.67	20,166.67
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-	-	-	-	2,360.00	2,360.00
Total Field Operations Expenses	\$ 42,928.37	\$ 49,436.32	\$ 48,199.33	\$ 53,457.13	\$ 49,769.64	\$ 41,331.25	\$ 32,304.28	\$ 70,264.70	\$ 51,371.33	\$ 104,066.25	\$ 53,866.10	\$ 199,988.90	\$ 796,983.60
Total Expenses	\$ 65,499.54	\$ 54,032.70	\$ 56,270.76	\$ 61,848.65	\$ 56,247.94	\$ 49,412.47	\$ 39,374.34	\$ 80,391.93	\$ 62,392.88	\$ 112,526.56	\$ 68,483.06	\$ 209,568.14	\$ 916,048.97
Income (Loss) from Operations	\$ (65,499.54)	\$ (54,032.70)	\$ 396,211.01	\$ (11,313.09)	\$ (19,523.20)	\$ (44,519.40)	\$ 172,987.20	\$ 89,882.94	\$ (62,392.88)	\$ (112,526.26)	\$ (68,483.06)	\$ (82,000.08)	\$ 138,790.94
Other Income (Expense)													
Interest Income	\$ 5.31	\$ 4.71	\$ 8.98	\$ 8.75	\$ 8.20	\$ 9.22	\$ 9.97	\$ 9.87	\$ 12.06	\$ 11.19	\$ 15.62	\$ 10.68	\$ 114.56
Total Other Income (Expense)	\$ 5.31	\$ 4.71	\$ 8.98	\$ 8.75	\$ 8.20	\$ 9.22	\$ 9.97	\$ 9.87	\$ 12.06	\$ 11.19	\$ 15.62	\$ 10.68	\$ 114.56
Net Income (Loss)	\$ (65,494.23)	\$ (54,027.99)	\$ 396,219.99	\$ (11,304.34)	\$ (19,515.00)	\$ (44,510.18)	\$ 172,997.17	\$ 89,892.81	\$ (62,380.82)	\$ (112,515.07)	\$ (68,467.44)	\$ (81,989.40)	\$ 138,905.50

Boggy Creek Improvement District
Cash Flow

	Beg. Cash	FY 2021 Inflows	FY 2021 Outflows	FY 2022 Inflows	FY 2022 Outflows	End. Cash
10/1/2020	112,440.84	1.46	(56,312.94)	-	-	62,257.84
11/1/2020	62,257.84	16,669.40	(26,119.08)	-	-	51,331.72
12/1/2020	51,331.72	467,110.80	(88,102.52)	-	-	431,398.00
1/1/2021	431,398.00	55,204.60	(97,740.10)	-	-	388,862.50
2/1/2021	388,862.50	65,861.78	(75,068.08)	-	-	379,656.20
3/1/2021	379,656.20	20,554.08	(58,309.73)	-	-	341,900.55
4/1/2021	341,900.55	213,357.75	(68,399.68)	-	-	486,858.62
5/1/2021	486,858.62	206,218.12	(94,624.12)	-	-	598,452.62
6/1/2021	598,452.62	14,675.60	(32,557.82)	-	-	580,570.40
7/1/2021	580,570.40	700,007.75	(827,825.64)	-	-	452,752.51
8/1/2021	452,752.51	30,615.95	(110,046.05)	-	-	373,322.41
9/1/2021	373,322.41	142,411.38	(183,517.52)	-	(16,277.19)	315,939.08
10/1/2021	315,939.08	17,893.39	(33,892.47)	-	-	299,940.00 as of 10/15/2021
Totals		1,950,582.06	(1,752,515.75)	-	(16,277.19)	

**Boggy Creek Improvement District
Construction Tracking - mid-October**

Amount

Series 2018 Bond Issue

Original Construction Fund - Not To Exceed	\$ 25,000,000.00
Additions (Interest, Transfers from DSR, etc.)	165,017.56
Cumulative Draws Through Prior Month	(11,440,673.23)
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Construction Funds Available	\$ 13,724,344.33
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Requisitions This Month

Requisition 2018-209: Donald W. McIntosh Associates	\$ (1,366.68)
Requisition 2018-210: Hopping Green & Sams	(2,497.50)
Requisition 2018-211: Orlando Utilities Commission	(121,786.18)
	=====

Total Requisitions This Month	\$ (125,650.36)
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Construction Funds Remaining	\$ 13,598,693.97
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Committed Funding

Lake Nona Medical City Drive Phase 2 – Developer-owned as of 03/2020	-
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Total Committed Funding	\$ -
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Net Uncommitted	13,598,693.97
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