

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 **3:30 p.m. on Tuesday, September 21, 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 August 17, 2021 Board of Supervisors' Meeting**
- 2. **Consideration of Resolution 2021-11, Designating Registered Agent**
- 3. **Consideration of Resolution 2021-12, Designating Primary Administrative Office and Local Records Office**

Business Matters

- 4. **Discussion regarding Receipt of Funds in connection with Conveyance of Interchange Pond Acreage**
- 5. **Consideration of Joint Project Agreement for Signalization of Laureate Boulevard and Veterans Way**
- 6. **Consideration of OUC Proposal for Lake Nona Blvd. Trail Lighting**
- 7. **Consideration of RFP for Interchange District Landscaping & Common Area Maintenance**
- 8. **Ratification of Operation and Maintenance Expenditures Paid in August 2021 in an amount totaling \$110,046.05**
- 9. **Ratification of Requisition Nos. 2018-203 – 2018-206 in August 2021 in an amount totaling \$2,615.00**
- 10. **Recommendation of Work Authorizations/Proposed Services *(if applicable)***
- 11. **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 August 17, 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, August 17, 2021, at 3:30 p.m. at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827.

Present:

Richard Levey	Chairperson
Thad Czapka	Assistant Secretary
Chad Tinetti	Assistant Secretary

Also attending:

Jennifer Walden	PFM	
Amanda Lane	PFM	(via phone)
Tucker Mackie	Hopping Green & Sams	
Jeff Newton	Donald W. McIntosh Associates, Inc.	
Larry Kaufmann	Construction Supervisor & Construction Committee Member	(via phone)
Scott Thacker	District Landscape Supervisor	
Chris Wilson	Construction Committee Member	
Matt McDermott	Construction Committee Member	

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

Consideration of the July 7, 2021, Continued Board of Supervisors' Meeting

Board Members reviewed the minutes from the July 7, 2021, Continued Board of Supervisors' Meeting.

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 Minutes of the July 7, 2021, Continued Board of Supervisors' Meeting,

FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the July 20, 2021, Board of Supervisors' Meeting

Board Members reviewed the minutes from the July 20, 2021, Board of Supervisors' Meeting.

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 Minutes of the July 20, 2021, Board of Supervisors' Meeting,

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2021-08, Approving an Annual Meeting Schedule for Fiscal Year 2022

Ms. Walden recommended keeping the meeting on the third Tuesday of the month at Courtyard Orlando Lake Nona with the exception of December which will be moved up one week due to the holiday and moving the time to 3:00 p.m..

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 2021-08, Approving an Annual Meeting Schedule for Fiscal Year 2022 with moving the time to 3:00 p.m.

SIXTH ORDER OF BUSINESS

Consideration of Insurance Quote for Vehicles

Ms. Walden noted the District Management team is still working with the insurance vendors. She recommended a motion granting authority to the Chair to sign off on the appropriate insurance quote once it comes in and has been approved by Tavistock.

Mr. Tinetti asked if this insurance would cover any liability if a Beep Vehicle hits someone. Ms. Mackie stated that is covered under the Beep Master Services Agreement and has already been obtained by Beep on behalf of the District. The insurance quote being discussed today relates to property damage the Beep vehicles might sustain and not operating liability.

On Motion by Mr. Tinetti, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District authorized the Chair to sign off on the vehicle insurance quote once approved by Tavistock.

SEVENTH ORDER OF BUSINESS

Consideration of Traffic Light Agreement with the VA

Ms. Mackie requested that this item be tabled. It is drafted in substantial form but upon presentation to the VA the District might receive comments that will change some terms of the Agreement.

Ms. Mackie explained the District was going to bear 100% responsibility for the Traffic Signal design for Laureate Boulevard and Veterans Way but the Chair has indicated he would like to see some agreement with the VA prior to moving forward with the Traffic Signal design. Ms. Mackie stated the Board can approve the Traffic Signal design work today subject to the initial discussions with the VA on the form of the Cost Share Agreement.

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 Traffic Signal design work subject to the initial discussions with the VA on the form of the Cost Share Agreement.

EIGHTH ORDER OF BUSINESS

Consideration of Construction Committee Recommendation for Traffic Signal Design for

Mr. Newton stated the District previously qualified three signal design companies and ranked them. No. 1 was VHB, No. 2 was Kittleson, and No. 3 was Atkins. VHB declined to submit a proposal on the signal, Kittleson's price is \$78,700.00 and Atkins' price is \$39,880.00. Because Kittleson was ranked 2nd, the District is obligated to negotiate with them first and part of the negotiation would be to lower the price.

Dr. Levey asked if all three companies had previously done design work for the District. Mr. Newton stated VHB had done some signal work for the District. Kittleson worked for a sister District and designed the signal at Narcoosee and Luminary. Mr. Kaufmann stated Atkins designed the Traffic Signal at Tavistock Lakes Boulevard at Narcoosee and Lake Nona Boulevard at Narcoosee. Dr. Levey asked the process of ranking the construction contracts this way. Ms. Mackie stated this is CCNA vs. construction contracts. The District is following the Consultants' Competitive Negotiation Act.

On Motion by Mr. Tinetti, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved District staff negotiating with Kittleson and if unsuccessful move to Atkins.

NINTH ORDER OF BUSINESS

Consideration of Construction Committee Recommendations for Request for Qualifications from Contractors Interested in Providing Construction Services for Master Infrastructure Improvements

Mr. Kaufmann noted a memo is attached to the agenda package with the recommendations of the Construction Committee for the RFQ that was sent out for all five Lake Nona Districts. The Construction Committee received 10 responses. After reviewing the 10 responses, it is the recommendation of the Construction Committee that all 10 Contractors be prequalified for Master Infrastructure Improvements with the condition that Garney Companies, Inc. be limited to utility work and Phillips & Jordan, Inc. be limited to earthwork due to the limitations in their experience demonstrated in their RFQ responses. The Construction Committee deemed several minor deficiencies as waivable, and there were other deficiencies found in responses related to surety letters and insurance certificates which District staff will work to resolve with the Contractors .

On Motion by Mr. Tinetti, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District accepted the Construction Committee's recommendation to prequalify for Master Infrastructure Improvements all 10 Contractors with the condition that Garney Companies, Inc. be prequalified only for utilities and Phillips & Jordan, Inc. only be prequalified for earthwork, waiving minor deficiencies and subject to District Staff contacting Contractors to resolve deficiencies.

TENTH ORDER OF BUSINESS

Consideration of OUC Proposal for Lake Nona Blvd. Trail Lighting

Mr. Kaufmann requested this agenda item be tabled. OUC wants to design the streetlights in accordance with City codes and are preparing those agreements and cost letters and will present it to the Board at the next meeting.

ELEVENTH ORDER OF BUSINESS

Public Hearing on the Adoption of the District's Annual Budget a) Public Comments b) Board Comments c) Consideration of Resolution 2021-09, Adopting the Fiscal Year 2022 Budget and Appropriating Funds

Ms. Walden noted the District noticed the public hearing pursuant to Florida Statutes. Dr. Levey requested a motion to open the public hearing.

On Motion by Mr. Czapka, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District opened the Public Hearing.

Dr. Levey noted there were no public comments or Board comments. Ms. Walden explained that the budget is an exhibit to the Resolution and is the same overall budget the Board preliminary approved in May. Dr. Levey requested a motion to close the public hearing.

On Motion by Mr. Czapka, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District closed the Public Hearing.

Dr. Levey requested a motion to approve Resolution 2021-09.

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 2021-09, Adopting the Fiscal Year 2022 Budget and Appropriating Funds.

TWELFTH ORDER OF BUSINESS

Consideration of Resolution 2021-10, Adopting an Assessment Roll for Fiscal Year 2022 and Certifying Special Assessments for Collection

The Board reviewed Resolution 2021-10. Ms. Walden explained the Resolution will impose the Special Assessments for Fiscal Year 2022 based on the budgets that were just adopted.

On Motion by Mr. Czapka, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2021-10, Adopting an Assessment Roll for Fiscal Year 2022 and Certifying Special Assessments for Collection.

THIRTEENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures

**Paid in July 2021 in an amount
totaling \$127,825.64**

The Board reviewed Operation and Maintenance Expenditures Paid in July 2021 in an amount totaling \$127,825.64. Ms. Walden noted these have already 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 July 2021 in an amount totaling \$127,825.64.

FOURTEENTH ORDER OF BUSINESS

**Ratification of Requisition
Nos. 2018-200 – 2018-202 in
July 2021 in an amount
totaling \$2,219.25**

The Board reviewed Requisition Nos. 2018-200 – 2018-202 in July 2021 in an amount totaling \$2,219.25. Ms. Walden noted these have already been approved and just need to be ratified by the Board.

On Motion by Mr. Czapka, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 2018-200 – 2018-202 in July 2021 in an amount totaling \$2,219.25.

FIFTEENTH ORDER OF BUSINESS

**Recommendation of Work
Authorizations/Proposed
Services**

Ms. Kaufmann noted there were no Work Authorizations for this District.

SIXTEENTH ORDER OF BUSINESS

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

The Board reviewed the District Financial Statements. Through July 31, 2021, the District has spent approximately \$638,000.00 vs. a budget of \$920,500.00. No action is required by the Board.

SEVENTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Manager – Ms. Walden noted the next meeting is scheduled for Tuesday, September 21, 2021.

District Engineer – No Report

Construction Supervisor – No Report

District Landscape Supervisor – No Report

EIGHTEENTH 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 August 17, 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

**Resolution 2021-11,
Designating Registered Agent**

RESOLUTION 2021-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BOGGY CREEK IMPROVEMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

Section 1. Jennifer Walden is hereby designated as Registered Agent for the Boggy Creek Improvement District.

Section 2. The District's Registered Office shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

Section 3. In accordance with Section 189.014, *Florida Statutes*, the District's Secretary is hereby directed to file certified copies of this resolution with Orange County and the Florida Department of Economic Opportunity.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 21st day of September, 2021.

ATTEST:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chairperson

BOGGY CREEK IMPROVEMENT DISTRICT

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

RESOLUTION 2021-12

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District also desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District's primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

SECTION 2. The District's principal headquarters for purposes of establishing proper venue shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, within Orange County, Florida.

SECTION 3. The District's local records office shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

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

PASSED AND ADOPTED THIS 21st day of September, 2021.

ATTEST:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

BOGGY CREEK IMPROVEMENT DISTRICT

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

BOGGY CREEK IMPROVEMENT DISTRICT

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

**JOINT PROJECT AGREEMENT
FOR SIGNALIZATION OF LAUREATE BOULEVARD AND VETERANS WAY**

THIS JOINT PROJECT AGREEMENT (the “**Agreement**”) is made and entered into this _____ day of _____, 2021, by and between **ORLANDO VA HEALTHCARE SYSTEM**, whose mailing address is 13800 Veterans Way, Orlando, Florida 32827 (the “**VA**”), and **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government, whose mailing address is with a mailing address of 3501 Quadrangle Blvd., Suite 270, Orlando, Florida, 32817 (“**Boggy Creek**”; the VA and Boggy Creek are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”).

WHEREAS, the Parties have approached the City of Orlando, Florida (the “**City**”) to request the City’s consent to the installation of a traffic signal and related equipment at the intersection of Laureate Boulevard and Veterans Way (the “**Signal**”); and

WHEREAS, the Parties agree that pursuing the consent of the City to advance the Signal and the design and construction of the Signal and any related, necessary improvements (collectively, the “**Project**”) is beneficial to each of the Parties; and

WHEREAS, it is beneficial to the approval and completion of the Project that the Parties cooperate in connection therewith and agree to share the costs associated with the Project as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. COOPERATION. The Parties shall cooperate in good faith to obtain the consent and approval of the City of Orlando. The Parties shall further make themselves reasonably available for meetings with design professionals, consultants, contractors and all governmental entities having jurisdiction over any portion of the Project as necessary. The Parties shall exercise reasonable diligence to cooperate throughout the term of this Agreement to ensure that the design and construction of the Project proceeds diligently and in accordance with this Agreement. Notwithstanding the foregoing, in the event final consent and approval of the City to complete the Project has not been obtained on or before forty-eight (48) months from the Effective Date (as hereinafter defined), either Party has the absolute right to withdraw from continuing discussions with each other and with the City, by providing written notice to the other Party, without any liability or obligation to the other whatsoever.

SECTION 2. PLANS AND SPECIFICATIONS. Boggy Creek shall retain a firm capable of providing traffic engineering services at its sole cost and expense, for the purpose of engineering and designing the Project, creating plans and specifications therefore, and preparing a contractor bid package for construction of the Signal. Boggy Creek shall prepare the construction contract that will form a part of the bid package for the Signal. The Parties will review the plans, specifications and contractor bid package (including the construction contract) and provide comments thereto within ten (10) days after the same are presented for final review, and prior to bidding. If a Party fails to provide its comments as aforesaid, such Party will be conclusively

deemed to have accepted the plans, specifications and a bid package and the incorporation of the other Party's comments thereto.

SECTION 3. CONTRACTOR BIDS. Following approval (or acceptance) of the final bid package, Boggy Creek shall obtain competitive bids for construction of the Signal. The bidding procedure and bid selection shall comply with the requirements of §190.033 and §255.20, *Florida Statutes* (2021), and the District's adopted Rules of Procedure, as may be amended. The VA is entitled to receipt of copies of all competitive bids received upon written request; however, Boggy Creek shall be responsible for awarding the contract to the most responsible bidder. In the event the bid of the selected contractor for the Signal exceeds **\$\$x**, either Party may provide notice to the other Party of its objection to the bid price (the "Price Limit Notice"), provided that such notice must be given at the time the bid is selected. Within five (5) days of receipt of the Price Limit Notice, the receiving Party, at its sole discretion, shall notify the noticing party of its election to terminate this Agreement. As soon as practicable following awarding of the contract for the Signal, Boggy Creek shall enter into a construction contract with the selected bidder (the "**Construction Contract**"), who shall be a licensed contractor for the construction of the Project in accordance with the final plans and specifications.

SECTION 4. INSURANCE. Boggy Creek shall require any contractor selected to construct the Project to maintain liability and property insurance in amounts customary for the scope of such a construction project, and shall name the VA as an additional insured.

SECTION 5. CONSTRUCTION. In order to ensure the efficient and timely completion of the Project, and to avoid unnecessary duplication of mobilization costs and other costs, the Parties hereby agree that Boggy Creek shall be responsible for the construction, including construction management, of the Project through final acceptance by any applicable governmental body or authority with jurisdiction, subject to the terms and conditions of this Agreement.

- 5.1 *Construction Administration.* Boggy Creek shall be solely responsible for ensuring adequate construction administration and inspection for any construction of the Project.
- 5.2 *Conveyance for Maintenance.* The Parties acknowledge that the Project may be conveyed to other units of government. The Parties agree to cooperate and use their best efforts to ensure the timely acceptance of any such improvements by any such governmental authority, including the granting of any necessary property rights to the governmental body or authority, or the execution of a plat dedicating certain interests in any necessary property.
- 5.3 *Allocation of Costs for the Project.* The Parties shall each pay 50% of the costs associated with the Project as provided in the Construction Contract, as the same may be modified by change orders (the "**Project Costs**"). Commencement of construction or change orders is contingent on written documentation from VA that funding for VA's portion of the costs has been obligated. Boggy Creek shall not have the right or authority to obligate the VA to the payment of amounts association with change orders not approved, in writing, by the VA.

- 5.4 *Payment.* Within five (5) business days of receipt of a payment application from the contractor under the Construction Contract, Boggy Creek shall submit a copy of same to the VA. The VA shall have ten (10) business days to object to the payment application or any portion thereof, by submitting a written objection to Boggy Creek, stating the basis for the objection, the amount of money that they believe should be withheld and the steps necessary to cure the objection. If no objection is received within ten (10) business days, the VA shall remit fifty (50) percent of the amount due under the payment application to Boggy Creek within five (5) business days, who shall in turn pay the contractor. If an objection to a payment application is received, Boggy Creek shall inform the contractor of the objections and the steps necessary to cure the objections. If the contractor disputes the objections, Boggy Creek shall then work with the contractor and the VA to resolve the objection and if the dispute cannot be resolved informally within five (5) days, the contractor, Boggy Creek and the VA shall engage in the dispute resolution process described in the Construction Contract.

SECTION 6. LIABILITY LIMITATIONS. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of Boggy Creek, its supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 7. DEFAULT. A default by any party under this Agreement shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

SECTION 8. ENFORCEMENT. In the event that any party seeks to enforce this Agreement by court proceedings or otherwise, then the predominantly prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' and paralegal fees and costs for trial, alternative dispute resolution or appellate proceedings.

SECTION 9. CONTROLLING LAW. This Agreement shall be construed and governed in accordance with federal law, and to the extent there is no applicable federal law, the laws of the State of Florida.

SECTION 10. SEVERABILITY. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

SECTION 11. AMENDMENT. This Agreement shall not be modified or amended except by written agreement duly executed by the Parties hereto.

SECTION 12. INTERPRETATION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 13. TIME OF THE ESSENCE. The Parties each agree time is of the essence under this Agreement.

SECTION 14. NOTICE. Each party shall furnish to the other such notice, as may be required from time to time, pursuant to this Agreement, in writing, posted in the U.S. mail or by hand delivery, or by overnight delivery service and addressed as follows:

To the District: Boggy Creek Improvement District
3501 Quadrangle Blvd., Suite 270
Orlando, Florida, 32817
Attn: District Manager

With copy to: Hopping Green & Sams P.A.
P.O. Box 6526
Tallahassee, FL 32314
Attn: Tucker F. Mackie

To the VA: Orlando VA Healthcare System
13800 Veterans Way
Orlando, Florida 32827
Attn: Timothy J. Cooke, Medical Center Director/CEO

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

SECTION 15. EFFECTIVE DATE. This Agreement and the rights conferred herein shall become effective upon execution by the last-signing party.

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

Attest:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Date: _____

Attest:

ORLANDO VA HEALTHCARE SYSTEM

Witness

Timothy J. Cooke, Medical Center Director/CEO

Date: _____

BOGGY CREEK IMPROVEMENT DISTRICT

OUC Proposal for Lake Nona Blvd. Trail Lighting



**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT**
Lake Nona Blvd Trail Lighting

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

This Master Lighting Installation, Upgrade and Service Agreement (“**Agreement**”) is entered into this _____ day of _____, 20__, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), and **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special purpose government created under Florida law, whose address is 12051 Corporate Boulevard Orlando, FL 32817 (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Exhibit 1 attached hereto and incorporated in this Agreement by reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “**City**”) certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. **OUC DUTIES.**

2.1. OUC shall provide lighting for certain public roadways streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "Upgraded Lighting Facilities"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "Lighting Facilities".

2.1.2. OUC shall maintain and operate the Lighting Facilities (the "Maintenance Service") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "Electrical Service") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "Lighting Service".

2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in phases (each referenced individually as a "Phase"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the initial Phase. Lighting Facilities for the initial Phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Exhibit 2 (the "Initial Lighting Plan"). Lighting Service for any subsequent Phases shall be implemented through subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the "Lighting Plans" or singularly referred to as a "Lighting Plan". As any subsequent Phases of the of Property are platted and developed, addendums to this Agreement shall be executed and placed of record by OUC and the Customer for the purpose of (a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with

respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to any Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) for that Phase; (ii) Customer must complete installation of Customer Lighting Facilities for that Phase in compliance with OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way for that Phase (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "Service Conditions"). Installation of the Lighting Facilities for any subsequent Phases shall be made only when the Service Conditions, for such subsequent Phase have been met.

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "Customer Lighting Facilities"), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC all easements or provide for right-of-way dedications (not otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for the Units are more particularly described on Exhibit 2 attached hereto and incorporated herein by

this reference. The Customer shall pay to OUC the Upgrade Cost associated with the initial Phase of the Property development in the amount set forth in Exhibit 3, attached hereto and incorporated herein by this reference, in accordance with Section 4 below. The parties agree that the Upgrade Cost as set forth in Exhibit 3 includes all of the following additional costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the initial Phase and for the initial Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer's upgrade request (the "Facilities Upgrade Cost").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Maintenance Upgrade Cost").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Electrical Upgrade Cost").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "Upgrade Cost") with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.

3.6. The Customer shall identify in writing to OUC for each Phase (the "Customer Road Notice") the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.

4. TERMS OF PAYMENT.

4.1. Customer shall make payment of the Upgrade Costs in accordance with the Exhibit 3 to this agreement. OUC will invoice Customer on a monthly basis and Customer shall make payment by the due date indicated on the invoice. If the Customer fails to pay any installment(s) of the Upgrade Cost by the due date of such payment or otherwise makes payment in a manner inconsistent with the Orlando Utilities Commission's Administrative Policy Manual, as amended from time to time (the "Manual"), OUC may resort to any available remedy at law or equity,

including discontinuation of the Lighting Service and termination of this Agreement with respect to any and all Phases then being served by OUC.

4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies).

5. MUTUAL AGREEMENTS.

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, license or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer's employees, agents, invitees, licenses or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC. Notwithstanding anything herein to the contrary, OUC shall be entitled to any sovereign immunity defenses to which it may be entitled, and OUC does not in any way expand or waive limitations of liability afforded to OUC by virtue of its sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured thirty (30) days after receipt by the Customer of OUC's written notice to

the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC's permission permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "Effective Date" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the "Term" for each Phase). The Term for the initial Phase shall begin when the installation of the Lighting Equipment is finally completed and the Customer is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior to the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("Proportional Upgrade Cost"). In the event that an installation of Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own Term under this Agreement. As with the initial Phase, the Customer may request interim operation of Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase shall begin when installation of the Lighting Equipment for that subsequent Phase is finally completed and the Customer is first billed for the Lighting Service based on the operation of the full compliment of Lighting Equipment that is to be provided under that Phase.

5.13. [OPTIONAL PARAGRAPH FOR BANNER ARMS] The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and

holiday decorations (collectively the “Banners”) from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the “Banner Arms”). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered
in the presence of:

Customer

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

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

Notary Public

Printed Name Below Signature

My Commission Expires

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

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

Attorney for OUC

Date: _____

ORLANDO UTILITIES COMMISSION

By: _____
Clint Bullock
General Manager & CEO

Attest: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

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

Notary Public

Printed Name Below Signature

My Commission Expires

EXHIBIT 1

THE PROPERTY

All public roadways and easements within LAKE NONA BOULEVARD SECOND ADDITION, according to the plat thereof, as recorded in Plat Book 72, Page 97, of the Public Records of Orange County, Florida.

EXHIBIT 1 (Continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name:	Boggy Creek Improvement District
Premise Address:	Lake Nona Blvd
City, State, Zip:	Orlando, FL 32827
Premise Number:	

BILLING INFORMATION

Billing Contract Name:	
Billing Address:	
City, State, Zip:	
Billing Contact Name:	
Billing Contact Phone:	
Federal Tax ID:	01-0579019

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number:	2562183178
Work Request No:	763942
Comments:	

EXHIBIT 2

INITIAL LIGHTING PLAN

(63) 036-21766 – 16' (12' MH) Round Alum Pole DB 3.5" Tenon Bronze

(63) 036-23132 – 65W LED GE Evolve Post Top Type 5 Bronze

All associated poles, fixtures, parts, wires, photocells, and controllers

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

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

MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of \$1,899.82 for Two Hundred and Forty (240) payments. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

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

*** From time to time, modifications to the original contract design ("Design Modifications") may be necessary to accommodate local site requirements or other changes which were not anticipated by either party during the original contracting phase. Actual billed amount will be based on the as-built drawings which reflect the Design Modifications.

If the increase in the actual billed amount due to the Design Modifications is up to and including 10% of the Agreement's original capital investment charge, Customer hereby assumes responsibility for payment of such charge increase without need for notification from OUC or further consent from Customer regarding same.

If the increase in the actual billed amount due to the Design Modifications exceeds 10% of the Agreement's original capital investment charge, OUC will send to Customer completed Exhibit 2 reflecting such increase and both OUC and Customer shall execute same.

Certificate of Completion (Exhibit 4)

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

Investment _____; Maintenance; _____; Fuel & Energy _____.

Original Lighting System Poles & Fixtures and Installation Scope:

(Original Streetlight Fixture/Pole type/quantity listed here)

As-built Lighting System Poles & Fixtures and Installation Scope:

(As-built Streetlight Fixture/Pole type/quantity listed here)

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature Date

Authorized Customer Representative; Printed Name & Signature Date



DEVELOPMENT SERVICES

Reliable Plaza at 100 West Anderson St | P O Box 3193 | Orlando, FL 32802 | 407.236.9651 Tel
developmentservices@ouc.com

Date: August 26, 2021

Larry Kaufmann

The cost to provide lighting service at the below project location was determined from the plans or information submitted to OUC.

This cost is valid for ninety days from the date of this letter.

Work Order #: 764824

Total Cost: \$121,786.18

Project: Tavistock
Lake Nona Blvd (Humboldt & Nemours)

Description:

This work request is necessary for the installation of approximately 6,600 feet of 2-inch conduit, the installation (63) junction boxes, MOT costs and unexpected costs.

Please return the following if you would like to proceed with this project:

- * Copy of this quote showing the Work Order Number
- * Payment by check or wire transfer only (no credit cards)
Contact OUC Development Services for ACH transmittal information
- * Any additional documents required by the OUC Engineering Notes
- * Lighting Authorization Form

Check and required documentation should be mailed to:

**Orlando Utilities Commission
Attn: Development Services
P.O. Box 3193
Orlando, FL 32802**

* Work cannot be scheduled without payment and proper documentation listed above.

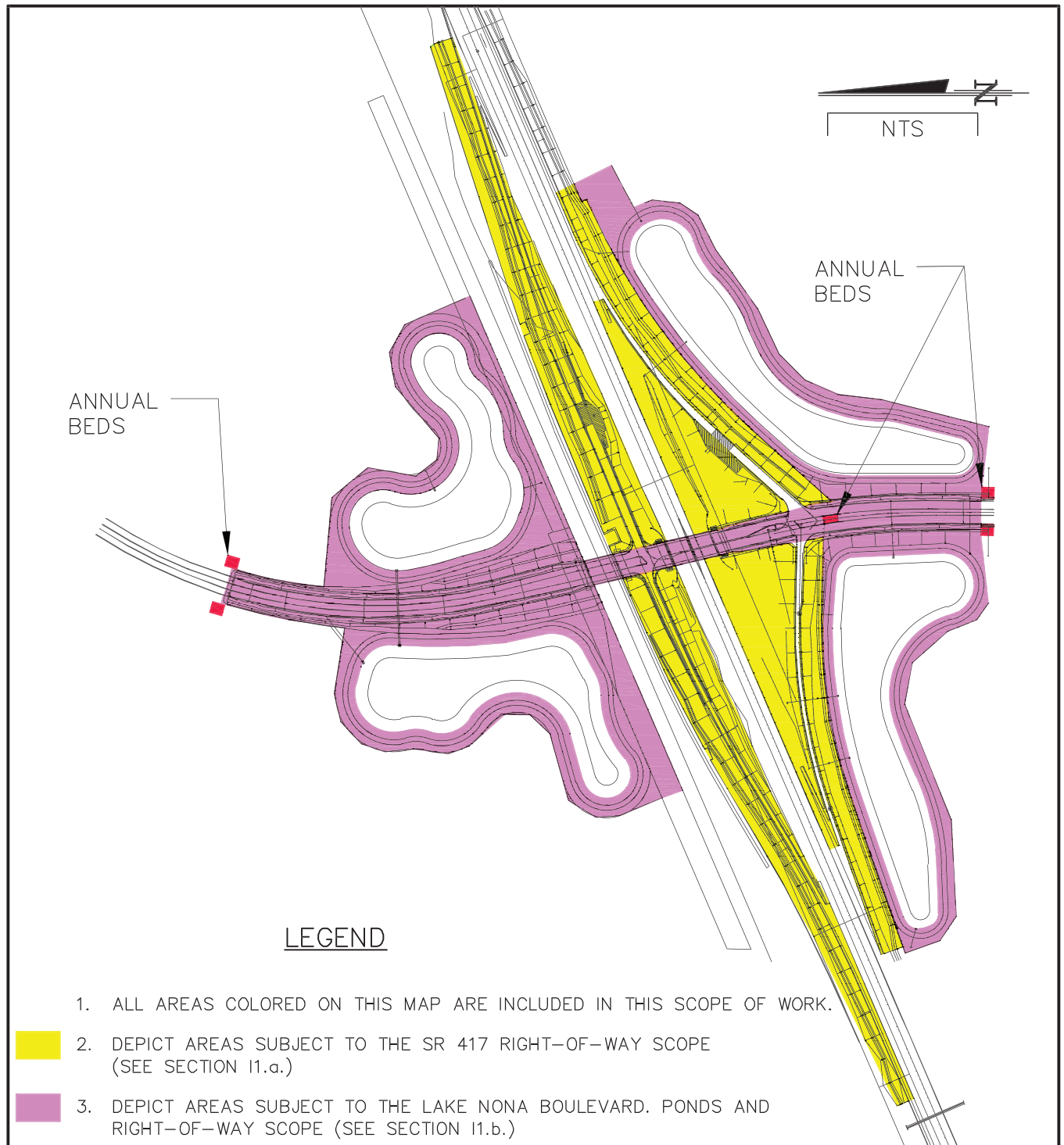
If you have general questions or need more information, please contact Development Services at 407.236.9651 or developmentservices@ouc.com. Technical questions related to design may be addressed directly to Carmelo Nieves at 407.423.9100 x46537.

Sincerely,

Development Services
OUC - The Reliable One

BOGGY CREEK IMPROVEMENT DISTRICT

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



LEGEND

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

NOTE:

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

MAP REVISED 3/27/19



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

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

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

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

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

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

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

The Request for Proposal will be available electronically beginning **Monday, October 4, 2021 at 10:00 a.m.** from PFM Group Consulting LLC, located at 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 (407-723-5900) at no cost. Contact is Jennifer Walden, District Manager, at waldenj@pfm.com.

A mandatory pre-proposal conference will be held on this project on **Friday, October 8th, 2021 at 10:00 a.m.** (EST) through virtual means by logging in via the computer at pfmgroup.webex.com and entering code 796580192#. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations, and submittal requirements and may involve a site visit to inspect existing conditions and the areas to be maintained.

Ranking of proposers will be made on the basis of qualifications according to the Evaluation Criteria contained within the Request for Proposal. The Successful proposer(s) will be required to furnish a performance bond in the amount of 25% of the total amount of the first full year's proposal. The District has the right to reject any and all proposals if it determines, at its sole discretion, such rejection is in the best interest of the District. Any proposer who wishes to protest the scope of work and selection criteria shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the proposed project plans and specifications or other contract documents, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, PFM Group Consulting LLC, located at 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the Request for Proposal. The formal written protest shall state with particularity the facts and law upon which the protest is based. Any and all questions relative to this project shall be directed in writing only to PFM Group Consulting LLC, Jennifer Walden District Manager, PFM Group Consulting LLC, 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, via facsimile 407-723-5901 or e-mail at waldenj@pfm.com, no later than **Friday, October 15, 2021 at 5:00 p.m.**

Firms desiring to provide services for this project must submit four (4) bound copies of the required proposal section(s) and one electronic copy of the required proposal section(s) no later than **11:00 a.m. on Wednesday, October 27, 2021** at the offices of PFM Group Consulting LLC, located at 3501 Quadrangle Blvd., Suite 298, Orlando, FL 32817, and Attention: Jennifer Walden, District Manager. Additionally, as further described in the Request for Proposal, each proposer shall supply a bid bond or cashier's check in the sum equal to five percent (5%) of the total amount of the first full year's proposal. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package, and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Notice of Public Meeting to Open RFP Responses

A meeting will be held on **Wednesday, October 27, 2021 at 11:30 a.m.** at 3501 Quadrangle Blvd., Suite 197, Orlando, FL 32817. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the RFP responses. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. This meeting may be continued to a date, time, and place to be specified on the record at the meeting. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at 407-723-5900 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

As a public health precaution, all those who wish to attend the opening of the bids in person will be asked to wear a mask and socially distance. In light of social distancing requirements, there will be limited space for attendees to physically attend the meeting. To attend the meeting virtually, please call 1-844-621-3956 and enter code 796580192#.

Boggy Creek Improvement District Jennifer Walden, District Manager
Run Date(s): Sunday, September 26, 2021 and Sunday, October 3, 2021

Boggy Creek Improvement District Evaluation Criteria

1. Technical Capability (30 points)

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

2. Experience (30 points)

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

3. Understanding of Scope of Work (10 points)

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

4. Price (30 points)

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

Total Points Possible (100 points)

BOGGY CREEK IMPROVEMENT DISTRICT

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

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 August 1, 2021 through August 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$110,046.05**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Boggy Creek Improvement District
AP Check Register (Current by Bank)
 Check Dates: 8/1/2021 to 8/31/2021

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3809	1	M	BERCON	Berman Construction	\$3,000.01
3810	1	M	CEPRA	Cepra Landscape	\$21,917.13
3811	1	M	DONMC	Donald W. McIntosh Associates	\$446.00
3812	1	M	DTE	Down to Earth	\$20,201.00
3813	1	M	HGS	Hopping Green & Sams	\$3,262.51
3814	1	M	RLEVEY	Richard Levey	\$200.00
3815	1	M	TCZAPK	Thaddeus Czapka	\$200.00
3816	17/21	M	AWC	Aquatic Weed Control, Inc.	\$835.00
3817	17/21	M	BERCON	Berman Construction	\$3,599.97
3818	17/21	M	CEPRA	Cepra Landscape	\$5,857.50
3819	17/21	M	DONMC	Donald W. McIntosh Associates	\$636.00
3820	17/21	M	DTE	Down to Earth	\$1,516.71
3821	17/21	M	DWC	DWC Outdoors & Hauling	\$3,325.00
3822	17/21	M	HGS	Hopping Green & Sams	\$2,024.52
3823	17/21	M	ORLSEN	Orlando Sentinel	\$241.25
3824	17/21	M	PFMGC	PFM Group Consulting	\$3,371.80
3825	17/21	M	RLEVEY	Richard Levey	\$200.00
3826	17/21	M	TCZAPK	Thaddeus Czapka	\$200.00
3827	17/21	M	VGLOBA	VGlobalTech	\$425.00
3828	5/21	M	BERCON	Berman Construction	\$3,000.01
3829	5/21	M	CEPRA	Cepra Landscape	\$21,917.13
3830	5/21	M	ORLSEN	Orlando Sentinel	\$537.50
3831	5/21	M	PFMGC	PFM Group Consulting	\$3,341.24
3832	5/21	M	RLEVEY	Richard Levey	\$200.00
3833	5/21	M	TCZAPK	Thaddeus Czapka	\$200.00
BANK SUN REGISTER TOTAL:					\$100,655.28
GRAND TOTAL					\$100,655.28

100,655.28	Checks 3809-3833
9,390.77	PA 506 - OUC invoice paid
110,046.05	Cash Spent

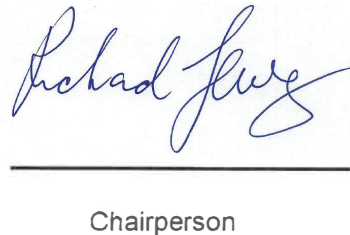
BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #505

7/2/2021

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control July Waterway Service	60228	\$ 835.00
	Berman Construction July Administrator & Irrigation Specialist	13245	\$ 3,000.01
	Ceptra Landscape Landscape Enhancement	24341	\$ 59,548.80
	Hog Damage Repair	25986	\$ 2,280.00
	Plant Installation	25988	\$ 145.80
	July Landscape Maintenance	26225	\$ 21,917.13
4	Down to Earth July Landscaping	100483	\$ 20,201.00
TOTAL			\$ 107,927.74


Secretary/Assistant Secretary


Chairperson


7/3/21

RECEIVED

By Amanda Lane at 11:02 am, Jul 05, 2021

BOGGY CREEK IMPROVEMENT DISTRICT

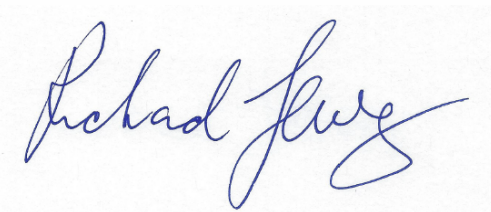
Payment Authorization #506

7/9/2021

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates Engineering Services Through 06/18/2021	41295	\$ 446.00
2	Hopping Green & Sams General Counsel Through 05/31/2021	123564	\$ 3,262.51
3	OUC Services 06/02/2021 - 07/02/2021	Acct: 2562183178	\$ 10,402.49
4	Supervisor Fees - 07/07/2021 Meeting Richard Levey Thad Czapka	-- --	\$ 200.00 \$ 200.00

TOTAL \$ 14,511.00


Secretary/Assistant Secretary


Chairperson


7/10/21

RECEIVED JUL 13 2021

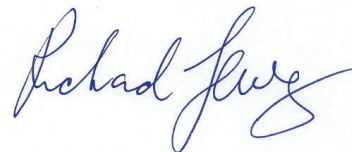
BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #507

7/30/2021

Item No.	Payee	Invoice Number	General Fund
	Down to Earth Landscape & Irrigation		
	Clock 8 Repairs	102069	\$ 137.71
	Rose Bed Enhancement	102080	\$ 807.00
2	PFM Group Consulting		
	Billable Expenses	116275	\$ 6.91
	DM Fee: July 2021	DM-07-2021-07	\$ 3,333.33
	June Reimbursables	OE-EXP-07-09	\$ 31.56
3	Supervisor Fees - 07/20/2021 Meeting		
	Richard Levey	--	\$ 200.00
	Thad Czapka	--	\$ 200.00
4	VGlobalTech		
	Quarter 2 ADA Audit	2818	\$ 300.00
	July Website Maintenance	2883	\$ 125.00
TOTAL			\$ 5,141.51


Secretary/Assistant Secretary


Chairperson

RECEIVED

By Amanda Lane at 3:54 pm, Aug 12, 2021


8/12/21

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #508

8/6/2021

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed ontrol August Waterway Service	61231	\$ 835.00
2	erman onstruction Street Sign Repair	12585	\$ 149.97
	August Administrator & Irrigation Specialist	13751	\$ 3,000.01
3	Ceptra Landscape June Irrigation Repairs	25992	\$ 2,269.90
	July MI and Repairs	26866	\$ 2,646.60
	August Landscape Maintenance	26971	\$ 21,917.13
	July MI and Repairs	27250	\$ 941.00
4	Donald W McIntosh sociates Engineering Services Through 07/16/2021	41408	\$ 636.00
5	DWC Outdoors & Hauling 35 Live Oak Trees	1246	\$ 3,325.00
6	Hopping Green & Sams General Counsel Through 06/30/2021	124115	\$ 2,024.52
7	Orlando Sentinel Legal Advertising on 07/20/2021 ; Ad: 6987033	OSC39478327	\$ 241.25
8	OUC Acct: 2562183178 ; Service 07/02/2021 08/03/2021	--	\$ 9,390.77
TOTAL			\$ 47,377.15

[Signature]
8/10/21

[Signature]
Secretary/Assistant Secretary

[Signature]

Chairperson

RECEIVED

By Amanda Lane at 3:55 pm, Aug 12, 2021

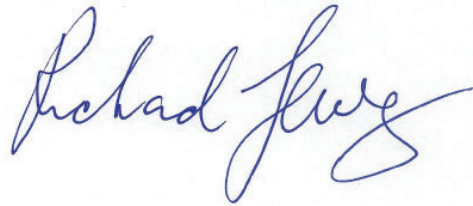
BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #509

8/13/2021

Item No.	Payee	Invoice Number	General Fund
	Berman Construction Pressure Washing	13939	\$,450.00
	Down to Earth Landscape & Irrigation Clocks 8, 10, 11 Inspection Repairs	103394	\$ 2.00
TOTAL			\$,022.00


Secretary/Assistant Secretary



Chairperson

RECEIVED

By Amanda Lane at 10:55 am, Aug 16, 2021


8/14/21

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #510

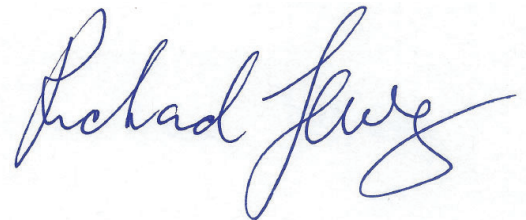
8/20/2021

Item No.	Payee	Invoice Number	General Fund
1	Orlando Sentinel Legal Advertising on 07/30/2021 & 08/06/2021 ; Ad: 6987093	OSC40490253	\$ 537.50
	PFM Group Consulting DM Fee: August 2021	DM-08-2021-07	\$ 3,333.33
	July Reimbursables	OE-EXP-08-07	\$ 7.91
3	Supervisor Fees - 08/17/2021 Meeting Richard Levey	--	\$ 200.00
	Thad Czapka	--	\$ 200.00

TOTAL \$,278.74



Secretary/Assistant Secretary



Chairperson

RECEIVED

By Amanda Lane at 3:29 pm, Aug 23, 2021



BOGGY CREEK IMPROVEMENT DISTRICT

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

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 August 1, 2021 through August 31, 2021. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2018-203	Donald W. McIntosh Associates	\$1,435.50
2018-204	Hopping Green & Sams	\$725.00
2018-205	Orlando Sentinel	\$222.50
2018-206	Hopping Green & Sams	\$232.00
		\$2,615.00

EXHIBIT D

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

DATE:	August 6 2021	REQUISITION NO:	2018-203
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$1,435.50
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	Invoice 41409 fo Project 23218 (Lake Nona Boggy Creek) Through 07/16/2021		

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 9:00 am, Aug 11, 2021

EXHIBIT D

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

DATE:	August 6, 2021	REQUISITION NO:	2018-204
PAYEE:	Hopping Green & Sams	AMOUNT DUE:	\$725.00
ADDRESS:	119 S. Monroe Street, Ste. 300 PO Box 6526 Tallahassee, FL 32314	FUND:	Acquisition/Construction
ITEM:	Invoice 124116 for Project Construction Through 06/30/2021		

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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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:  8/9/21
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 9:00 am, Aug 11, 2021

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

DATE:	August 20, 2021	REQUISITION NO:	2018-205
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$222.50
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice 40490253000 for Reference OSC40490253 (Ad #6993139) for Construction Legal Advertising of July 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:  8/23/21
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 3:28 pm, Aug 23, 2021

EXHIBIT D

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

DATE:	August 27, 2021	REQUISITION NO:	2018-206
PAYEE:	Hopping Green & Sams	AMOUNT DUE:	\$232.00
ADDRESS:	119 S. Monroe Street, Ste. 300 PO Box 6526 Tallahassee, FL 32314	FUND:	Acquisition/Construction
ITEM:	Invoice 124622 for Project Construction Through 07/31/2021		

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 8:49 am, Aug 30, 2021

BOGGY CREEK IMPROVEMENT DISTRICT

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

BOGGY CREEK IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Medical City Drive Widening

Brief Description: Survey and Engineering Services for the widening of the existing two-lane section
of Medical City Drive to a four-lane section (2,150 LF).

Name of Consultant /Vendor: Donald W. McIntosh Associates, Inc.

Is this work pursuant to an existing Agreement? ✓ Yes No

If so, name and date of Agreement: _____

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

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

Is this a continuation of previously authorized work? ✓ Yes No

Proposal attached: ✓ Yes No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 259,270.00

Recommendation: ✓ Approve Deny

By:

Larry Kaufmann 9/18/24

Larry Kaufmann, Chairman

Boggy Creek Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins



**DONALD W. McINTOSH
ASSOCIATES, INC.**

September 17, 2021

Boggy Creek Improvement District
3501 Quadrangle Boulevard
Suite 270
Orlando, FL 32817

Subject: Medical City Drive Widening
Orlando, Florida
DWMA Job No. 21624 (001-022)

As requested, Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this Work Authorization to provide professional surveying, engineering and construction phase services to the Boggy Creek Improvement District ("District") for Medical City Drive Widening ("Project"). The scope of this proposal includes professional surveying, engineering, and construction phase services for widening the existing Medical City Drive roadway from Lake Nona Boulevard to the roadway's current south terminus ($\pm 2,150$ LF) from 2 lanes to 4 lanes. Intersection design recommendations (e.g., turn lanes, traffic signals, pedestrian and cyclist accommodation, etc.) are to be provided to DWMA by District's traffic consultant prior to commencement of DWMA's final engineering design. DWMA will provide these services pursuant to our current master contract with the Boggy Creek Improvement District dated September 8, 2003, and subsequent amendments ("Contract") as follows:

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

I. Scope of Work

PART I - PROFESSIONAL SURVEYING & MAPPING

- A. **BOUNDARY AND TOPOGRAPHIC SURVEY** - Preparation of the required site boundary and topographic survey for final engineering design (NAVD88 Datum) in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes. Utility and site improvement locations will be limited to visible surface features and those underground features flagged by the District's utility locating service. This task excludes underground utility locations, which will be addressed under a separate work authorization once final design has progressed to the point at which specific areas for location can be identified.
- B. **TREE SURVEY** - Provide tree survey (trees larger than 4 inches DBH) in accordance with City of Orlando tree preservation ordinance.
- C. **STAKE BORINGS** - Stake out and obtain existing ground elevation for ± 20 borings (location of borings furnished by District's geotechnical consultant).
- D. **STAKE CENTERLINE CONTROL AND BENCHMARKS** - Field stake (one time) the proposed right-of-way centerline control points (i.e., PCs, PTs, etc.) and set site benchmarks for use by the Contractor during construction of the Project.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

F:\Contract\Proposals\cp14304.doc

<http://www.dwma.com>



- E. LEGAL DESCRIPTIONS AND SKETCHES - Prepare up to four (4) miscellaneous legal descriptions for the Project.

PART II - CIVIL ENGINEERING

- A. CONSTRUCTION DRAWINGS - Design, preparation and submittal of roadway construction drawings and technical specifications for the widening existing Medical City Drive, from Lake Nona Boulevard to the roadway's current south terminus, from 2 lanes to 4 lanes, including roadway geometry, paving, grading, and drainage. Modifications to underground utilities within existing Medical City Drive (i.e., drainage, sanitary sewer, potable water, reclaimed water) are not anticipated or included in this scope. Design of modifications to existing median landscaping and irrigation are to be provided by District's third-party consultant(s).
- B. INTERSECTION IMPROVEMENT PLANS - Design, preparation and submittal of roadway construction drawings and technical specifications for incidental improvements at the intersections of Medical City Drive with Lake Nona Boulevard, Sanger Road, and Laureate Boulevard. These incidental improvements may include adjustments to medians and/or adjustments to striping and signage to accommodate proper turning movements through the intersections. This item does not include construction of new turn lanes or extension of existing turn lanes in Lake Nona Boulevard, Sanger Road, or Laureate Boulevard, and does not include design of special crosswalks at these intersections. These services may be provided in a separate authorization if requested by CLIENT.
- C. ELECTRIC, STREET LIGHT AND TELECOM CONDUIT PLANS - Prepare plans showing adjustments to existing electric, street light and/or telecom conduits associated with roadway widening as needed. Information related to modification, relocation and/or addition of electric, street light and/or telecom conduits to be provided by Orlando Utilities Commission (OUC) and Dais Technologies and will be shown on DWMA plans for information and coordination purposes only.
- D. SFWMD ERP APPLICATION - Preparation and submittal of South Florida Water Management District (SFWMD) permit application for Environmental Resource permit (ERP) for construction of the Project.
- E. ARBOR PERMIT - Preparation and submittal of application for local arbor permit for the Project.
- F. PLAN AND PERMIT PROCESSING - Processing of final engineering plans and associated permit applications for the Project through SFWMD, OUC and the City of Orlando, including responses to requests for additional information.
- G. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS - Preparation of an estimate of probable construction costs for Project infrastructure construction



for final engineering plan approval based on the pricing information contained in the contractor's sitework bid as provided to DWMA by CLIENT.

- H. FINAL ENGINEERING MEETINGS AND COORDINATION - Coordination with City of Orlando staff; regulatory agencies; District's consultants; and District during the design phase of the Project and representation at meetings associated with final design and permitting of the Project.

PART III - CONSTRUCTION PHASE SERVICES

The following scope of Construction Phase Services includes primarily those services necessary for final project certification(s). Services beyond those listed may be provided as Additional Services under a separate Agreement. The scope of construction phase services listed below assumes a construction schedule of twelve (12) months. Should the construction schedule exceed the assumed duration or should the construction project or required certifications be phased, Additional Services may be required for certain items within the scope of services. This scope specifically excludes as-built surveys of constructed improvements (e.g., roads, utilities, stormwater facilities, grading, etc.). It is assumed that the District's contractor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA's use and reliance in preparing project certifications and record drawings.

- A. PRECONSTRUCTION CONFERENCES - Attendance and coordination of project preconstruction conferences with the City of Orlando and OUC.
- B. SHOP DRAWING REVIEW - Review (one time) shop drawing information (limited to review for general conformance with the design intent and with information given in construction documents prepared by DWMA). Detailed geometric review along with means, methods, techniques, sequences or procedures of construction and all safety precautions is not included and remains Contractor's responsibility.
- C. CONTRACTOR PAYMENT REQUESTS - Contractor payment requests, review and approvals (for construction related to DWMA designs) and pertinent site observation with one visit per month for the assumed Project duration (12 field verifications of pay requests).
- D. SITE VISITS - Make site visits for periodic observation of water, sanitary sewer and drainage system materials and construction for the specific purpose of providing certifications listed below. Visits are to be at the sole discretion of DWMA based on contractor's submitted construction schedule for various elements. Schedule to be required and kept current by contractor. Visits exceeding thirty-six (36) visits (independent of those associated with contractor pay requests) shall be considered Additional Services under a separate Work Authorization.
- E. CONTRACTOR ASSISTANCE – Review and assistance with Contractor Requests for Change Order (RCO) and/or Requests for Information (RFI) related to DWMA



designs. RCOs and/or RFIs related to the designs of other consultants shall be routed by DWMA to the appropriate consultant for review and response.

- F. **PROGRESS MEETINGS AND CONSTRUCTION ISSUES ASSISTANCE** – Participate in construction progress meetings with contractor, District and Master Developer to review construction activity and assist with construction issues. Fee estimate based on an average of one (1) site meeting and one (1) telephone conference per month for the duration of construction.
- G. **CONTRACTOR AS-BUILT REVIEW/RECORD DRAWINGS** – Review of contractor as-built surveys for compliance with City of Orlando Engineering Standards Manual criteria and preparation of "Record Drawings" from contractor furnished data.
- H. **SFWMD CERTIFICATION** - Provide certification as required by the SFWMD permit conditions. Contractor's as-built surveys must be furnished to DWMA. If a substantial deviation exists between approved plans and Contractor's as-built surveys, an additional as-built survey by DWMA may be required (which would be Additional Services).
- I. **FINAL PROJECT CERTIFICATION** - Provide final project certification to the City of Orlando.

FEE SCHEDULE

Contract Item	Billing Item	Description	Fee
		Part I - Professional Surveying & Mapping	
A.	001	Boundary and Topographic Survey	\$32,800.00
B.	002	Tree Survey	2,780.00
C.	003	Stake Borings	1,975.00
D.	004	Stake Centerline Control and Benchmarks	1,975.00
E.	005	Legal Descriptions and Sketches	3,600.00
		Subtotal	\$43,130.00
		Part II – Civil Engineering	
A.	006	Construction Drawings	\$88,950.00
B.	007	Intersection Improvement Plans	10,760.00
C.	008	Electric, Street Light and Telecom Conduit Plans	7,840.00
D.	009	SFWMD ERP Application	16,470.00
E.	010	Arbor Permit	1,930.00
F.	011	Plan and Permit Processing	9,680.00
G.	012	Engineer's Opinion of Probable Construction Costs	5,250.00
H.	013	Final Engineering Meetings and Coordination	9,780.00
		Subtotal	\$150,660.00
		Part III – Construction Phase Services	
A.	014	Preconstruction Conferences	\$2,330.00
B.	015	Shop Drawing Review	7,640.00
C.	016	Contractor Payment Requests	6,420.00



Boggy Creek Improvement District
Medical City Drive Widening
Orlando, Florida
DWMA Job No. 21624 (001-022)
September 17, 2021
Page 5 of 8

D.	017	Site Visits	22,560.00
E.	018	Contractor Assistance	3,650.00
F.	019	Progress Meetings and Construction Issues Assistance	7,320.00
G.	020	Contractor As-Built Review/Record Drawings	7,240.00
H.	021	SFWMD Certification	3,240.00
I.	022	Final Project Certification	5,080.00
		Subtotal	\$65,480.00
		TOTAL	\$259,270.00

II. Fees

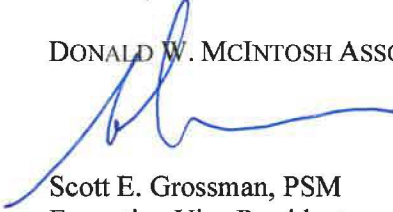
Boggy Creek Improvement District will compensate Donald W. McIntosh Associates, Inc., pursuant to the hourly rate schedule contained in the Engineering Agreement and/or the lump sums listed above. The District will reimburse Donald W. McIntosh Associates, Inc., all direct costs, which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Boggy Creek Improvement District and Donald W. McIntosh Associates, Inc. (Engineer) with regard to the referenced work authorization. If you wish to accept this work authorization, please sign where indicated and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

We appreciate your confidence in Donald W. McIntosh Associates, Inc., and look forward to continuing to serve you. Please contact the undersigned with any questions or clarification.

Sincerely,

DONALD W. MCINTOSH ASSOCIATES, INC.


Scott E. Grossman, PSM
Executive Vice President

SEG/ls

ACCEPTANCE OF CONTRACT BY:

[Signature]

[Date]

[Name and Title]

[Company]



Boggy Creek Improvement District
Medical City Drive Widening
Orlando, Florida
DWMA Job No. 21624 (001-022)
September 17, 2021
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PURSUANT TO FLORIDA STATUTE 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT OF DONALD W.
MCINTOSH ASSOCIATES, INC. MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.



BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES

Our Agreement is also based on the following conditions and limitations:

BASIS OF PROPOSAL

CLIENT has performed the necessary due diligence research to confirm that the site is suitable for the intended purpose.

The CLIENT is advised that concurrency management and comprehensive plan consistency will impact the land development process. Regulations regarding concurrency and consistency vary according to governmental jurisdiction. The status of concurrency, consistency and, if applicable, vested rights must be addressed for all projects within the State of Florida. DWMA presumes the CLIENT is aware of the issues and resultant impacts described. DWMA disclaims responsibility for delays that may be encountered due to failure on the part of the CLIENT to address concurrency and consistency issues prior to initiation of Services proposed herein. DWMA is not responsible for changes to the approved plans that may alter the concurrency vesting status or for noncompliance on the part of the property owner with regard to the performance terms and conditions established in the vesting certificate.

DWMA will not be responsible for any circumstances, acts, errors, omissions or events, of any type, beyond its control including, without limitation, construction costs, the acts or failures to act of any governmental or judicial agency, or the existence of hazardous waste of any type associated with the Project. No Services associated with hazardous waste of any type are included in any way in this Agreement.

Without limitation, architectural, traffic engineering (e.g., studies, signalization), structural engineering (e.g., retaining walls, bridges, docks), mechanical engineering (e.g., fire pumps), fire protection engineering (e.g., dedicated fire lines beyond the point of service), electrical engineering, geotechnical engineering and testing, environmental assessment, landscape and irrigation design, non-civil utility engineering (e.g., power, gas, telephone, cable television, site lighting) and any other professional or consultant services required by CLIENT and not undertaken by DWMA, shall be retained separately by the CLIENT. **No Services are included in this Agreement other than those specifically listed herein.**

DWMA may be mandated by regulatory authorities to incorporate findings, requirements and details of design in their construction plans that are prepared by professional geotechnical engineers and not by DWMA. In doing so, DWMA assumes no responsibility or liability for the design, construction or operation of geotechnical engineering components which may include, but not be limited to, underdrains, ground stabilizers, backfills, embankments, etc. CLIENT must also recognize that some of these systems (i.e., underdrains, etc.) usually require extensive field supervision during construction and certification after construction. These systems are subject to damage by other activities during or after infrastructure

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construction such as other utility installations (power, telephone, cable, gas, etc.). DWMA assumes no liability for damages to any design element caused by the improper design, construction, operation or maintenance of improvements designed by others.

DWMA, in and through its review and/or use of design and calculations prepared by others, is not responsible for or liable for error or omissions in the design and permitting services provided by others. CLIENT's consultants will provide DWMA with permission to utilize and rely upon their work product as the basis of DWMA's design. Certain elements designed by others may be shown in DWMA construction plans for context only.

DWMA's performance and work product quality is dependent upon the timely provision of services from CLIENT-selected and contracted third-party consultants, including but not limited to geotechnical engineer, environmental consultant, transportation engineer, landscape/hardscape/irrigation designer and/or legal consultant whose services, while coordinated to the extent possible, are beyond the scope of responsibility of DWMA.

If locating underground utilities is expressly included in the Services, DWMA will locate such underground utilities as may be marked by a utility locating service retained by CLIENT. DWMA shall not be liable for showing any utility lines not marked by the locating company. DWMA cannot and does not guarantee or warranty that unidentified utilities will not be encountered.

Any opinion of construction cost prepared by DWMA represents its judgment as a design professional and is supplied for the general guidance of the CLIENT only since DWMA has no control over the cost of labor and material or over competitive bidding or market conditions. DWMA does not warrant or guarantee the accuracy of such opinions.

No permit applications or negotiations with regulatory agencies or permitting authorities are included other than those specifically listed herein.

If construction services or observation of construction are included herein, the Services included by DWMA will be to conduct periodic visits and observations to determine that the Work generally conforms or will conform to the applicable contract documents in relation to DWMA's engineering Services. DWMA's Service shall not include determining, supervising, implementing, or undertaking the responsibilities of the contractor, subcontractors or others, regarding means, methods, techniques, sequences and procedures of construction, nor for job conditions, safety precautions or programs. Construction phase services for systems designed and permitted by others are not included.

Construction phase retesting resulting from failures or no-shows, and therefore requiring additional site visits, shall be additional services and is not included in the scope of this agreement. Such services will be invoiced separately



Boggy Creek Improvement District
BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES
DWMA Job No. 21624 (001-022)
September 17, 2021
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on an hourly basis for back-charge to the contractor by CLIENT.

CLIENT's contractor and/or surveyor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA's use and reliance in preparing project certifications and/or record drawings. Any as-built surveys required to be performed by DWMA due to failure of contractor's surveyor to provide accurate and complete survey data will be invoiced separately on an hourly basis for back-charge to the contractor by CLIENT.

Federal Emergency Management Agency (FEMA) Map revisions or amendments which may be required by regulatory agencies or lenders are not included unless specifically listed in Basic Services.

Provision of customized digital data files to CLIENT, CLIENT's consultants and/or CLIENT's contractor is not included. DWMA work product will be prepared digitally in AutoCAD Civil3D® 2018 or later.

CLIENT RESPONSIBILITIES

The CLIENT, or his representative, shall be available to meet with DWMA and provide decisions in a timely manner throughout the course of the Project.

The CLIENT will provide DWMA with plans and other pertinent information which may be necessary to properly survey or engineer the Project.

Prior to initiation of preliminary or final design, an approved site plan and final dimensioned building footprint(s) will be provided to DWMA by CLIENT, which will be complete with final geometry, and will be relied upon by DWMA.

The CLIENT will engage a professional geotechnical engineer to provide necessary hydrogeologic design support, relevant construction specifications for earthwork items and required construction inspection and certification. CLIENT's geotechnical engineer shall be responsible for final certification of all flexible and rigid pavement. DWMA has the CLIENT's authority to rely on this professional information as a basis for its design Services and certifications.

The CLIENT will engage a professional environmental consultant to provide jurisdictional determinations and necessary design and permitting support for wetland and special species issues.

The CLIENT will engage a professional environmental firm or firms who specialize in all matters relating to "hazardous" or "special" materials wastes, deposits, soils, contamination, etc., as may be required to support permitting or construction of the Project.

The CLIENT will engage a professional landscape architect to provide landscape and irrigation design related to the development of the property as intended by CLIENT.

The CLIENT will engage a professional architect to perform all architectural services including, without

limitation, incorporation of the work product of DWMA, and compliance with local, state or federal laws, regulations, codes and Americans with Disabilities Act ("ADA") requirements.

The CLIENT will engage a professional transportation consultant to provide analysis related to development of the property as intended by CLIENT, including but not limited to traffic studies, determination of turn lane requirements, traffic signal design, Maintenance of Traffic (MOT) plans and roundabout geometry, striping and signage design.

The CLIENT will engage a professional legal counselor to provide legal services related to development of the property as intended by CLIENT.

The CLIENT will engage a professional state licensed hydrogeologist for completion of hydrologic data required in support of a Consumptive Use/Water Use Permit.

The CLIENT will engage a professional archaeologist to provide archaeological analysis related to development of the property as intended by CLIENT.

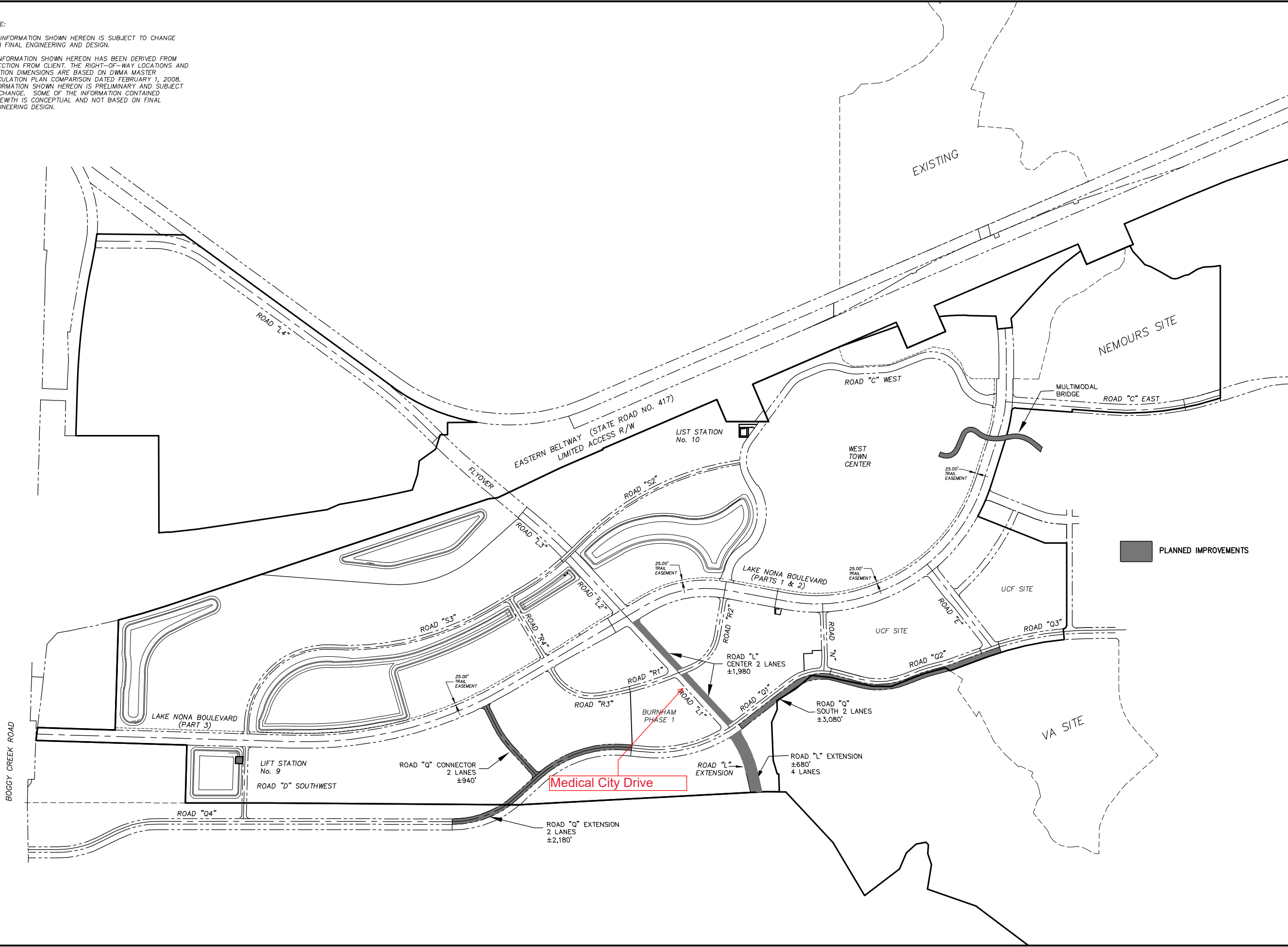
The CLIENT agrees that DWMA shall have no responsibility for the accuracy of information provided by, or for any portion of the Project designed by the CLIENT or CLIENT's other consultants, or for compliance with local, state or federal ADA requirements. DWMA shall not be required to check or verify the CLIENT's or other consultants' work product, information, or construction documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances, and regulations, including, without limitation, ADA requirements. The CLIENT also agrees to require all other consultants engaged by the CLIENT to coordinate their design or construction documents or reports with the work product of DWMA, to promptly report any conflicts or inconsistencies to DWMA and to cooperate fully in the resolution of those conflicts or inconsistencies. The CLIENT further agrees, to the fullest extent permitted by law, to indemnify and hold harmless DWMA from any claims, damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or relating to false, inaccurate, or non-compliant information provided by CLIENT or its other consultants, or the services performed by other consultants engaged by the CLIENT.

The CLIENT or CLIENT's contractor shall obtain the required National Pollutant Discharge Elimination System (NPDES) permit for the Project.

The CLIENT will provide DWMA with all applicable operation and maintenance budgets and budget reserve estimates for all gated communities prior to submittal of the final plat to satisfy local jurisdiction requirements.

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



DRAWING SERIESBDIMP.DWG	SHEET	2 OF 2	EXHIBIT "A"	BOGGY CREEK IMPROVEMENT DISTRICT PLANNED IMPROVEMENTS				DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068				<table border="1"><tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th><th>CHK.</th></tr><tr><td colspan="4">SEE SHEET 1 FOR REVISIONS</td></tr></table>				NO.	DATE	DESCRIPTION	CHK.	SEE SHEET 1 FOR REVISIONS			
				NO.	DATE	DESCRIPTION	CHK.																
SEE SHEET 1 FOR REVISIONS																							
<table border="1"><tr><th>DESIGNED BY</th><th>CHECKED BY</th><th>DATE</th><th>SCALE</th><th>JOB NUMBER</th></tr><tr><td>CWG</td><td>JUN</td><td>10/20/20</td><td>1"=1000'</td><td>23218</td></tr></table>				DESIGNED BY	CHECKED BY	DATE	SCALE	JOB NUMBER	CWG	JUN	10/20/20	1"=1000'	23218										
DESIGNED BY	CHECKED BY	DATE	SCALE	JOB NUMBER																			
CWG	JUN	10/20/20	1"=1000'	23218																			

BOGGY CREEK IMPROVEMENT DISTRICT

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

Boggy Creek Improvement District
Statement of Financial Position
As of 8/31/2021

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$373,322.41				\$373,322.41
State Board of Administration	1,300.42				1,300.42
Accounts Receivable - Due from Developer	4,918.06				4,918.06
Due From Other Governmental Units	14,838.02				14,838.02
Prepaid Expenses	1,728.49				1,728.49
Deposits	4,550.00				4,550.00
Infrastructure Capital Reserve	40,389.80				40,389.80
Interchange Maintenance Reserve	4,724.29				4,724.29
Debt Service Reserve Series 2013		\$3,951,512.50			3,951,512.50
Debt Service Reserve Series 2018		1,128,097.97			1,128,097.97
Revenue Series 2013		2.64			2.64
Interest Series 2018		5,239.98			5,239.98
General Checking Account			\$13,131.08		13,131.08
Acquisition/Construction Series 2013			21,477.93		21,477.93
Acquisition/Construction Series 2018			203.44		203.44
Due From Other Governmental Units			178.00		178.00
Total Current Assets	<u>\$445,771.49</u>	<u>\$5,084,853.09</u>	<u>\$34,990.45</u>	<u>\$0.00</u>	<u>\$5,565,615.03</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$5,084,853.09	\$5,084,853.09
Amount To Be Provided				41,475,146.91	41,475,146.91
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>\$445,771.49</u></u>	<u><u>\$5,084,853.09</u></u>	<u><u>\$34,990.45</u></u>	<u><u>\$46,560,000.00</u></u>	<u><u>\$52,125,615.03</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$27,637.12				\$27,637.12
Deferred Revenue	4,918.06				4,918.06
Accounts Payable			\$232.00		232.00
Total Current Liabilities	<u>\$32,555.18</u>	<u>\$0.00</u>	<u>\$232.00</u>	<u>\$0.00</u>	<u>\$32,787.18</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>\$32,555.18</u></u>	<u><u>\$0.00</u></u>	<u><u>\$232.00</u></u>	<u><u>\$46,560,000.00</u></u>	<u><u>\$46,592,787.18</u></u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$70,670.30				\$70,670.30
Net Assets - General Government	121,651.11				121,651.11
Current Year Net Assets - General Government	220,894.90				220,894.90
Net Assets, Unrestricted		(\$1,841,561.71)			(1,841,561.71)
Current Year Net Assets, Unrestricted		(1,147,619.23)			(1,147,619.23)
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			801,232.18		801,232.18
Net Assets - General Government			26,696,976.16		26,696,976.16
Total Net Assets	<u><u>\$413,216.31</u></u>	<u><u>\$5,084,853.09</u></u>	<u><u>\$34,758.45</u></u>	<u><u>\$0.00</u></u>	<u><u>\$5,532,827.85</u></u>
Total Liabilities and Net Assets	<u><u>\$445,771.49</u></u>	<u><u>\$5,084,853.09</u></u>	<u><u>\$34,990.45</u></u>	<u><u>\$46,560,000.00</u></u>	<u><u>\$52,125,615.03</u></u>

Boggy Creek Improvement District
Statement of Activities
As of 8/31/2021

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Revenues</u>					
Off-Roll Assessments	\$920,455.63				\$920,455.63
Developer Contributions	6,815.64				6,815.64
Other Income & Other Financing Sources	0.58				0.58
Other Assessments		\$2,717,989.21			2,717,989.21
Inter-Fund Group Transfers In		(180.60)			(180.60)
Debt Proceeds		703,402.61			703,402.61
Inter-Fund Transfers In			\$180.60		180.60
Debt Proceeds			821,162.26		821,162.26
Total Revenues	<u>\$927,271.85</u>	<u>\$3,421,211.22</u>	<u>\$821,342.86</u>	<u>\$0.00</u>	<u>\$5,169,825.93</u>
<u>Expenses</u>					
Supervisor Fees	\$4,000.00				\$4,000.00
Public Officials' Liability Insurance	3,498.00				3,498.00
Trustee Services	7,577.79				7,577.79
Management	34,999.99				34,999.99
Engineering	5,036.50				5,036.50
Dissemination Agent	3,750.00				3,750.00
District Counsel	31,630.24				31,630.24
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	230.58				230.58
Legal Advertising	4,217.53				4,217.53
Miscellaneous	418.25				418.25
Web Site Maintenance	2,275.00				2,275.00
Holiday Decorations	300.00				300.00
Dues, Licenses, and Fees	175.00				175.00
Electric	3,981.94				3,981.94
Water Reclaimed	28,212.81				28,212.81
General Insurance	3,968.00				3,968.00
Property & Casualty	3,761.00				3,761.00
Irrigation Parts	42,243.88				42,243.88
Landscaping Maintenance & Material	238,710.72				238,710.72
Landscape Improvements	71,589.60				71,589.60
Tree Trimming	150.00				150.00
Contingency	21,273.89				21,273.89
IME - Aquatics Maintenance	2,985.07				2,985.07
IME - Irrigation	2,023.39				2,023.39
IME - Landscaping	74,218.63				74,218.63
IME - Lighting	630.14				630.14
IME - Miscellaneous	3,747.46				3,747.46
IME - Water Reclaimed	504.34				504.34

Boggy Creek Improvement District
Statement of Activities
As of 8/31/2021

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
Pest Control	1,510.00				1,510.00
Entry and Wall Maintenance	3,587.21				3,587.21
Streetlights	60,896.51				60,896.51
Personnel Leasing Agreement	33,000.11				33,000.11
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			\$13,076.75		13,076.75
District Counsel			6,144.00		6,144.00
Legal Advertising			892.63		892.63
Total Expenses	<u>\$706,480.83</u>	<u>\$4,570,793.71</u>	<u>\$20,113.38</u>	<u>\$0.00</u>	<u>\$5,297,387.92</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$103.88				\$103.88
Interest Income		\$1,963.26			1,963.26
Interest Income			\$2.70		2.70
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$103.88</u>	<u>\$1,963.26</u>	<u>\$2.70</u>	<u>\$0.00</u>	<u>\$2,069.84</u>
Change In Net Assets	\$220,894.90	(\$1,147,619.23)	\$801,232.18	\$0.00	(\$125,492.15)
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>\$413,216.31</u></u>	<u><u>\$5,084,853.09</u></u>	<u><u>\$34,758.45</u></u>	<u><u>\$0.00</u></u>	<u><u>\$5,532,827.85</u></u>

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 08/31/2021

	Actual	Budget	Variance	FY 2021 Adopted Budget	Percentage Variance
<u>Revenues</u>					
Off-Roll Assessments	\$ 920,455.63	\$ 843,750.82	\$ 76,704.81	\$ 920,455.44	100.00%
Developer Contributions	6,815.64	-	6,815.64	-	
Other Income & Other Financing Sources	0.58	-	0.58	-	
Net Revenues	\$ 927,271.85	\$ 843,750.82	\$ 83,521.03	\$ 920,455.44	100.74%
<u>General & Administrative Expenses</u>					
Legislative					
Supervisor Fees	\$ 4,000.00	\$ 6,600.00	\$ (2,600.00)	\$ 7,200.00	55.56%
Financial & Administrative					
Public Officials' Liability Insurance	3,498.00	3,368.75	129.25	3,675.00	95.18%
Trustee Services	7,577.79	6,416.67	1,161.12	7,000.00	108.25%
Management	34,999.99	34,375.00	624.99	37,500.00	93.33%
Engineering	5,036.50	10,541.67	(5,505.17)	11,500.00	43.80%
Dissemination Agent	3,750.00	4,583.33	(833.33)	5,000.00	75.00%
District Counsel	31,630.24	27,500.00	4,130.24	30,000.00	105.43%
Assessment Administration	7,500.00	6,875.00	625.00	7,500.00	100.00%
Reamortization Schedules	-	229.17	(229.17)	250.00	0.00%
Audit	3,775.00	4,583.33	(808.33)	5,000.00	75.50%
Arbitrage Calculation	-	1,100.00	(1,100.00)	1,200.00	0.00%
Travel and Per Diem	102.25	275.00	(172.75)	300.00	34.08%
Telephone	-	45.83	(45.83)	50.00	0.00%
Postage & Shipping	230.58	458.33	(227.75)	500.00	46.12%
Copies	-	1,833.33	(1,833.33)	2,000.00	0.00%
Legal Advertising	4,217.53	8,708.33	(4,490.80)	9,500.00	44.40%
Miscellaneous	418.25	5,041.64	(4,623.39)	5,500.00	7.60%
Property Taxes	-	137.50	(137.50)	150.00	0.00%
Web Site Maintenance	2,275.00	2,475.00	(200.00)	2,700.00	84.26%
Holiday Decorations	300.00	5,500.00	(5,200.00)	6,000.00	5.00%
Dues, Licenses, and Fees	175.00	160.40	14.60	175.00	100.00%
Total General & Administrative Expenses	\$ 109,486.13	\$ 130,808.28	\$ (21,322.15)	\$ 142,700.00	76.72%

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 08/31/2021

	Actual	Budget	Variance	FY 2021 Adopted Budget	Percentage Variance
<u>Field Operations Expenses</u>					
Electric Utility Services					
Electric	\$ 3,981.94	\$ 4,125.00	\$ (143.06)	\$ 4,500.00	88.49%
Entry Lighting	-	458.33	(458.33)	500.00	0.00%
Water-Sewer Combination Services					
Water Reclaimed	28,212.81	32,083.33	(3,870.52)	35,000.00	80.61%
Other Physical Environment					
General Insurance	3,968.00	3,827.08	140.92	4,175.00	95.04%
Property & Casualty	3,761.00	3,460.42	300.58	3,775.00	99.63%
Other Insurance	-	91.67	(91.67)	100.00	0.00%
Irrigation Repairs	42,243.88	36,666.67	5,577.21	40,000.00	105.61%
Landscaping Maintenance & Material	238,710.72	240,938.50	(2,227.78)	262,842.00	90.82%
Landscape Improvements	71,589.60	59,583.33	12,006.27	65,000.00	110.14%
Tree Trimming	150.00	36,666.67	(36,516.67)	40,000.00	0.38%
Contingency	21,273.89	28,748.09	(7,474.20)	31,361.47	67.83%
Pest Control	1,510.00	2,768.33	(1,258.33)	3,020.00	50.00%
Hurricane Cleanup	-	18,333.33	(18,333.33)	20,000.00	0.00%
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	2,985.07	3,157.92	(172.85)	3,445.00	86.65%
IME - Irrigation Repair	2,023.39	8,937.50	(6,914.11)	9,750.00	20.75%
IME - Landscaping	74,218.63	72,217.38	2,001.25	78,782.60	94.21%
IME - Lighting	630.14	1,489.58	(859.44)	1,625.00	38.78%
IME - Miscellaneous	3,747.46	1,489.58	2,257.88	1,625.00	230.61%
IME - Water Reclaimed	504.34	2,234.38	(1,730.04)	2,437.50	20.69%
Road & Street Facilities					
Entry and Wall Maintenance	3,587.21	13,750.00	(10,162.79)	15,000.00	23.91%
Streetlights	60,896.51	88,357.68	(27,461.17)	96,390.20	63.18%
Parks & Recreation					
Personnel Leasing Agreement	33,000.11	33,000.00	0.11	36,000.00	91.67%
Reserves					
Infrastructure Capital Reserve	-	18,486.11	(18,486.11)	20,166.67	0.00%
Interchange Maintenance Reserve	-	2,163.33	(2,163.33)	2,360.00	0.00%
Total Field Operations Expenses	\$ 596,994.70	\$ 713,034.21	\$ (116,039.51)	\$ 777,855.44	76.75%
Total Expenses	\$ 706,480.83	\$ 843,842.49	\$ (137,361.66)	\$ 920,555.44	76.75%
Income (Loss) from Operations	\$ 220,791.02	\$ (91.67)	\$ 220,882.69	\$ (100.00)	
<u>Other Income (Expense)</u>					
Interest Income	\$ 103.88	\$ 91.67	\$ 12.21	\$ 100.00	103.88%
Total Other Income (Expense)	\$ 103.88	\$ 91.67	\$ 12.21	\$ 100.00	103.88%
Net Income (Loss)	\$ 220,894.90	\$ -	\$ 220,894.90	\$ -	

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 08/31/2021

	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-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	-	-	-	-	6,815.64
Other Income & Other Financing Sources	-	-	-	-	-	-	-	0.28	-	0.30	-	0.58
Net Revenues	\$ -	\$ -	\$ 452,481.77	\$ 50,535.56	\$ 36,724.74	\$ 4,893.07	\$ 212,361.54	\$ 170,274.87	\$ -	\$ 0.30	\$ -	\$ 927,271.85
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	\$ 4,000.00
Financial & Administrative												
Public Officials' Liability Insurance	3,498.00	-	-	-	-	-	-	-	-	-	-	3,498.00
Trustee Services	6,343.15	-	-	-	-	-	-	-	1,234.64	-	-	7,577.79
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	34,999.99
Engineering	-	750.00	187.50	125.00	750.00	312.50	500.00	571.00	758.50	446.00	636.00	5,036.50
Dissemination Agent	-	-	-	1,250.00	-	1,250.00	-	-	1,250.00	-	-	3,750.00
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	31,630.24
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	230.58
Copies	-	-	-	-	-	-	-	-	-	-	-	-
Legal Advertising	1,105.02	361.26	-	342.50	346.25	-	688.75	297.50	297.50	-	778.75	4,217.53
Miscellaneous	-	-	40.16	-	-	-	97.25	40.16	-	155.00	85.68	418.25
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	2,275.00
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	\$ 109,486.13
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	\$ 3,981.94
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	

28,212.81

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 08/31/2021

	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-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	3,761.00
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	42,243.88
Landscape Improvements	-	4,445.00	-	-	-	-	-	-	4,125.00	59,694.60	3,325.00	238,710.72
Tree Trimming	-	150.00	-	-	-	-	-	-	-	-	-	71,589.60
Contingency	-	-	9,975.00	619.00	2,824.00	-	-	5,425.92	-	2,280.00	149.97	-
Pest Control	-	-	-	-	-	1,510.00	-	-	-	-	-	150.00
Hurricane Cleanup	-	-	-	-	-	-	-	-	-	-	-	1,510.00
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
IME - Irrigation	-	97.91	298.74	318.50	213.93	-	356.31	107.60	399.75	44.75	185.90	185.90
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	2,985.07
IME - Lighting	-	59.81	61.23	68.05	59.09	59.30	97.27	56.22	53.60	55.01	60.56	2,023.39
IME - Miscellaneous	1,170.00	-	1,560.00	196.62	307.35	99.12	414.37	-	-	-	-	74,218.63
IME - Water Reclaimed	-	27.81	35.21	22.65	37.00	27.81	57.63	42.60	106.52	104.95	42.16	630.14
Road & Street Facilities												3,747.46
Entry and Wall Maintenance	-	137.21	-	-	-	-	-	-	-	-	3,450.00	504.34
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	6,459.06
Parks & Recreation												3,587.21
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	60,896.51
Reserves												33,000.11
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-	-	-	-	-
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	\$ 596,994.70
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	\$ 706,480.83
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)	\$ 220,791.02
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	\$ 103.88
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	\$ 103.88
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)	\$ 220,894.90

Boggy Creek Improvement District
Cash Flow

	Beg. Cash	FY 2020 Inflows	FY 2020 Outflows	FY 2021 Inflows	FY 2021 Outflows	End. Cash
10/1/2020	112,440.84	15,251.97	(9,123.49)	1.46	(56,312.94)	62,257.84
11/1/2020	62,257.84	213.06	(1,689.50)	16,669.40	(26,119.08)	51,331.72
12/1/2020	51,331.72	1,058.00	-	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	-	-	-	(33,187.19)	340,135.22 as of 09/18/2021
Totals		16,523.03	(10,812.99)	1,790,277.29	(1,568,292.95)	

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

	Amount
Series 2018 Bond Issue	
Original Construction Fund - Not To Exceed	\$ 25,000,000.00
Additions (Interest, Transfers from DSR, etc.)	164,884.06
Cumulative Draws Through Prior Month	(11,437,490.98)
	=====
Construction Funds Available	\$ 13,727,393.08
 Requisitions This Month	
Requisition 2018-207: Donald W. McIntosh Associates	\$ (2,956.00)
Requisition 2018-208: Orlando Sentinel	(226.25)
	=====
Total Requisitions This Month	\$ (3,182.25)
	=====
Construction Funds Remaining	\$ 13,724,210.83
 Committed Funding	
Lake Nona Medical City Drive Phase 2 – Developer-owned as of 03/2020	-
	=====
Total Committed Funding	\$ -
	=====
Net Uncommitted	13,724,210.83