

Boggy Creek Improvement District

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

www.boggycreekid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at **3:00 p.m. on Tuesday, November 16, 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 October 19, 2021 Board of Supervisors' Meeting**
(provided under separate cover)
- 2. **Consideration of the Minutes of the October 27, 2021 RFP Meeting to Open Responses for Landscaping and Irrigation Maintenance Services**

Business Matters

- 3. **Consideration of Award of Landscape and Irrigation Maintenance Services – State Road 417 (Central Florida Greenway) & Lake Nona Boulevard Interchange**
 - a) **Construction Committee Recommendation** *(provided under separate cover)*
- 4. **Consideration of Resolution 2022-01, Adopting an Amended Budget for Fiscal Year 2021**
(provided under separate cover)
- 5. **Consideration of 2nd Amendment to the Amended and Restated Interlocal Agreement**
(provided under separate cover)
- 6. **Consideration of Kutak Rock Fee Agreement** *(provided under separate cover)*
- 7. **Discussion of Memo for Wastewater and Stormwater Needs Analysis**
- 8. **Ratification of Amendment #1 to Master Agreement with Beep, Inc.** *(provided under separate cover)*
- 9. **Consideration of Resolution 2022-02, Adopting an Amended Assessment Resolution**
(provided under separate cover)
- 10. **Ratification of Operation and Maintenance Expenditures Paid in October 2021 in an amount totaling \$128,988.27** *(provided under separate cover)*
- 11. **Ratification of Requisition Nos. 2018-209 – 2018-212 in October 2021 in an amount totaling \$125,936.61** *(provided under separate cover)*
- 12. **Recommendation of Work Authorizations/Proposed Services** *(if applicable)*
- 13. **Review of District's Financial Position and Budget to Actual YTD** *(provided under separate cover)*



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 October 19, 2021
Board of Supervisors' Meeting**
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

**Minutes of the October 27, 2021
RFP Meeting to Open for Landscaping and
Irrigation Maintenance Services**

BOGGY CREEK IMPROVEMENT DISTRICT

MEETING MINUTES

**PUBLIC MEETING TO OPEN RFP RESPONSES FOR LANDSCAPING AND IRRIGATION
MAINTENANCE SERVICES**

FIRST ORDER OF BUSINESS

The State Road 417 & Lake Nona Boulevard Interchange Landscaping and Irrigation Maintenance Services Bid Opening meeting for the Boggy Creek Improvement District was called to order on Wednesday, October 27, 2021 at 11:30 a.m. at 3501 Quadrangle Blvd., Suite 197, Orlando, FL 32817. Those in attendance are outlined below:

Jennifer Walden	PFM
Lynne Mullins	PFM
Kourtney Dinkins	PFM
Scott Thacker	Berman (via phone)
Dain Charbonneau	Cepira Landscape
Landon Pyle	Yellowstone Landscape

SECOND ORDER OF BUSINESS

Bid Opening

Ms. Walden stated that two sealed bids had been received in response to the published request for proposals. Ms. Walden then opened each of the sealed bids and read the proposer's name, date bid was received and the bid amounts for each section onto the record.

Ms. Walden read the following:

Cepira Landscape – submitted on October 27, 2021 at 10:16 a.m.

Term 1 – \$275,406.00

Term 2 - \$275,406.00

Term 3 - \$287,125.00

Yellowstone Landscape – submitted on October 27, 2021 at 10:58 a.m.

Term 1 - \$233,500.00

Term 2 - \$280,200.00

Term 3 - \$280,200.00

THIRD ORDER OF BUSINESS

Adjournment

With no other business to be discussed, the Bid Opening meeting was adjourned.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

BOGGY CREEK IMPROVEMENT DISTRICT

**Award of Landscape and Irrigation Maintenance
Services – State Road 417 (Central Florida
Greeneway) & Lake Nona Boulevard Interchange**

BOGGY CREEK IMPROVEMENT DISTRICT

Construction Committee Recommendation
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

**Resolution 2022-01,
Adopting an Amended Budget for Fiscal Year 2021
*(provided under separate cover)***

BOGGY CREEK IMPROVEMENT DISTRICT

**2nd Amendment to the Amended and
Restated Interlocal Agreement**
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

Kutak Rock Fee Agreement
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

Memo for Wastewater and Stormwater Needs Analysis

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.¹

What constitutes “wastewater services”?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

¹ Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

What constitutes “stormwater management program or stormwater management system”?

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has [templates and other resources and guidance](#) under development on its website to assist in completion of this required analysis.

When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

BOGGY CREEK IMPROVEMENT DISTRICT

Amendment #1 to Master Agreement with Beep, Inc.
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

**Resolution 2022-02,
Adopting an Amended Assessment Resolution**
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid in
October 2021 in an amount totaling \$129,988.27**
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

**Requisition Nos. 2018-209 – 2018-212 Paid in
October 2021 in an amount totaling \$125,936.61**
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

Work Authorization/Proposed Services

WORK AUTHORIZATION FOR MAINTENANCE SERVICES

This **Work Authorization** (the “**Work Authorization**”), dated November 4, 2021, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE BOGGY CREEK IMPROVEMENT DISTRICT AND BERMAN CONSTRUCTION, LLC FOR GENERAL MAINTENANCE SERVICES* (the “**Agreement**”), dated August, 2020, by and between:

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

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

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

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

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

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

Secretary

By: _____
Its: _____

BERMAN CONSTRUCTION, LLC

Witness

By: Amanda Udstad
Its: _____

Exhibit A: Proposal/Scope of Services



Date of proposal: November 4, 2021

Client: CDD

Project: Boggy Creek Improvement District

Scope: Holiday Décor

Berman proposes the following scope of work and specifications:

- A. Holiday Décor** - Supply all materials, equipment, and labor to install all holiday décor at Lake Nona Boulevard and Boggy Creek Road.

This proposal includes two 48" wreaths. Includes installation, fluffing of all greenery, delivery, attaching ribbons, and the take down once holidays are over.

Total Cost \$400.00

Estimated Time of Completion- Work will be completed by November 25, 2021

Payment Schedule: Upon Completion

Additional Notes:

Berman Construction State of Florida CGC # 1518721

As discussed with the client, site damages and any further damages, after completion, are the responsibility of the client. If any dispute arises as a result of this contract, then parties agree to seek binding arbitration as outlined by State of FL contracting policies. Berman Property Maintenance & Construction/ Berman Construction LLC is not responsible for damage to personal property as a result of accepted construction practices and such was not caused from negligent behavior or practices.

Revision and Approval Policy: Please contact our office upon receipt and approval of this contract, and any questions you might have. Due to availability and cost of material at this time, this proposal is only valid for 14 days, starting on the date of the proposal. Should you accept the terms outlined above please sign below and return. We can then schedule your services at that time. This proposal will become binding once executed by both parties.

Agent for owner (print name and signature)

Berman Property Maintenance & Construction
By, Martin Berman, Chairman & Chief Executive Officer

WORK AUTHORIZATION FOR MAINTENANCE SERVICES

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

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

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

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

Secretary

By: _____
Its: _____

BERMAN CONSTRUCTION, LLC

Witness

By: Amanda Udstad
Its: _____

Exhibit A: Proposal/Scope of Services



BERMAN

Date of proposal: November 4, 2021

Client: CDD

Project: Boggy Creek Improvement District Interchange

Scope: Holiday Décor

Berman proposes the following scope of work and specifications:

- A. Holiday Décor** - Supply all materials, equipment, and labor to install all holiday décor at Lake Nona Boulevard and Boggy Creek Road.

This proposal includes eight 72" wreaths. Includes installation, fluffing of all greenery, delivery, attaching ribbons, and the take down once holidays are over.

Total Cost \$4,000.00

Estimated Time of Completion- Work will be completed by November 25, 2021

Payment Schedule: Upon Completion

Additional Notes:

Berman Construction State of Florida CGC # 1518721

As discussed with the client, site damages and any further damages, after completion, are the responsibility of the client. If any dispute arises as a result of this contract, then parties agree to seek binding arbitration as outlined by State of FL contracting policies. Berman Property Maintenance & Construction/ Berman Construction LLC is not responsible for damage to personal property as a result of accepted construction practices and such was not caused from negligent behavior or practices.

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Agent for owner (print name and signature)

Berman Property Maintenance & Construction
By, Martin Berman, Chairman & Chief Executive Officer

BOGGY CREEK IMPROVEMENT DISTRICT

**District's Financial Position and
Budget to Actual YTD**
(provided under separate cover)