

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

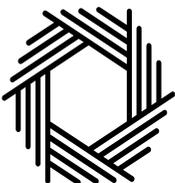
- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the October 19, 2021 Board of Supervisors' Meeting**
- 2. **Consideration of the Minutes of the October 27, 2021 RFP Meeting to Open Responses for Landscaping and Irrigation Maintenance Services**

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**
4. **Consideration of Resolution 2022-01, Adopting an Amended Budget for Fiscal Year 2021 (provided under separate cover)**
5. **Consideration of Kutak Rock Fee Agreement**
6. **Discussion of Memo for Wastewater and Stormwater Needs Analysis**
7. **Ratification of Amendment #1 to Master Agreement with Beep, Inc.**
8. **Consideration of Resolution 2022-02, Adopting an Amended Assessment Resolution**
9. **Ratification of Operation and Maintenance Expenditures Paid in October 2021 in an amount totaling \$128,988.27 (provided under separate cover)**
10. **Ratification of Requisition Nos. 2018-209 – 2018-212 in October 2021 in an amount totaling \$125,936.61 (provided under separate cover)**
11. **Recommendation of Work Authorizations/Proposed Services (if applicable)**
12. **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



pfm

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**

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, October 19, 2021, at 3:00 p.m. at Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd, Orlando, FL 32827.

Present:

Richard Levey	Chairperson
Jamie Bennett	Assistant Secretary
Thad Czapka	Assistant Secretary
Chad Tinetti	Assistant Secretary

Also attending:

Lynne Mullins	PFM	
Jennifer Walden	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	(joined at 3:01 p.m. via phone)

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

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

Board Members reviewed the minutes from the September 21, 2021, Board of Supervisors' Meeting.

On Motion by Ms. Bennett, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the September 21, 2021, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Update on Beep Shuttle
Insurance**

Ms. Mackie spoke to Beep's Counsel on Monday, who was trying to get an Amendment to the Master Services Agreement but was not able to do so in time for the meeting. PFM has been trying to obtain insurance on behalf of the District for the Beep vehicles when they are stationary and not in use for property coverage; however, that is cost prohibitive and difficult to obtain given the nature of the shuttle service itself. Beep has expressed their willingness to extend their insurance coverage under the Master Services Agreement on behalf of the District to cover the District for any risk of loss, whether the Beep Shuttles are operational or not. Ms. Mackie requested a motion to delegate the authority to the Chair to approve the Amendment to the Master Services Agreement and bring it back to the Board for ratification at the next meeting.

Mr. Tinetti asked District staff if they were comfortable with the limits laid out in Article 7. Ms. Mackie said yes, especially in terms of the risk of loss associated with the vehicle when it is stationary. All of the limits included within the Master Services Agreement equal or exceed that required under Florida Law for the operation of autonomous vehicles. The master umbrella was confirmed to be in addition to any policy. Dr. Levey asked if there was a deductible. Ms. Mackie stated there is a deductible but it is Beep's insurance that is providing for the deductible. Dr. Levey asked who is responsible should an incident occur. Ms. Mackie replied that Beep would be responsible for the payment of the deductible.

On Motion by Mr. Czapka, second by Ms. Bennett, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Amendment to the Master Services Agreement subject to the form of the change to the insurance coverage being generally as District Counsel described and delegating authority to the Chair to execute.

FIFTH ORDER OF BUSINESS

Consideration of Traffic Engineering Design and Analysis Services Agreement for Medical City Drive

Mr. Newton stated last month the Board approved Donald W. McIntosh Associates' proposal to do the Medical City Drive widening, and the Traffic Engineering Design and Analysis Services Agreement for Medical City Drive is an agreement with Kittleson Associates to provide transportation engineering support with the intersection designs, left turn lane queues, etc.

Dr. Levey asked what the first agreement is. Ms. Mackie stated the first agreement is the District's form of Services Agreement for design services and their proposal is within the attached document. District staff has put it in the format acceptable to the District. The Traffic Engineering Design and Analysis Services Agreement for Medical City Drive is in the amount of \$22,400.00. Dr. Levey requested a motion to approve the Agreement.

On Motion by Mr. Tinetti, second by Ms. Bennett, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Traffic Engineering Design and Analysis Services Agreement for Medical City Drive.

SIXTH ORDER OF BUSINESS

Consideration of FY 2021 Audit Engagement Letter

Ms. Mullins presented the FY 2021 Audit Engagement Letter from Berger, Toombs, Elam, Gaines & Frank stating that the fee is \$3,775.00, which is under the budgeted amount of \$5,000.00. Ms. Mackie added that, with respect to the Engagement Letter, the only comments that will be provided back to Berger, Toombs is to include language that this Board has requested a draft delivery date such that it can be reviewed by staff on an agenda to come before the Board before it is required to be submitted to the Auditor General by the June 30th deadline.

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 FY 2021 Audit Engagement Letter, subject to edits by District Counsel.

SEVENTH ORDER OF BUSINESS

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

Ms. Mackie explained the letter from Hopping Green & Sams announcing the departure of herself and several of the other Attorney's that practice in the Special District Practice Group with Hopping Green & Sams to Kutak Rock effective November 15, 2021. She previously spoke to the Chair and Ms. Rencoret and Mr. Byrnes at Tavistock, who are supportive of the change to Kutak Rock. There is no change to the fee associated with this transition, and the Fee Agreement is largely the same but instead of Hopping Green & Sams at the top of the letterhead it will be Kutak Rock. Ms. Mackie will continue to provide all of the legal services for the District, and her team is also transitioning to Kutak Rock. She is hoping with the receipt of the transition letters that, as of November 15, 2021, all of the data associated with the Boggy Creek Improvement District will be ported over to Kutak Rock.

On Motion by Ms. Bennett, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Hopping Green & Sams and Kutak Rock Transition Letter Alternative 1.

EIGHTH ORDER OF BUSINESS

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

The Board reviewed Operations and Maintenance Expenditures paid in September 2021 in an amount totaling \$199,794.71. Dr. Levey noted these have 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 approved the Operations and Maintenance Expenditures paid in September 2021 in an amount totaling \$199,794.71.

NINTH ORDER OF BUSINESS

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

The Board reviewed Requisition Nos. 2018-207 – 2018-208 paid in September 2021 in an amount totaling \$3,182.25. Dr. Levey noted these have been approved and just need to be ratified by the Board.

On Motion by Mr. Czapka, second by Ms. Bennett, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 2018-207 – 2018-208 in September 2021 in an amount totaling \$3,182.25.

TENTH ORDER OF BUSINESS

**Recommendation of Work
Authorizations/Proposed
Services**

Mr. Kaufmann stated there were no Work Authorizations for this District.

ELEVENTH ORDER OF BUSINESS

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

The Board reviewed the District Financial Statements updated through September 30, 2021. Ms. Mullins noted this is the through the end of the Fiscal Year but the District has two months to finalize the financials for Fiscal Year 2021. Dr. Levey asked if there were any issues with the budget. Ms. Mullins noted there were no issues.

TWELFTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Manager – Ms. Mullins noted the next meeting is scheduled for Tuesday, November 16, 2021, at 3:00 p.m.

District Engineer – No Report

Construction Supervisor – No Report

District Landscape Supervisor- No Report

Irrigation Supervisor – No Report

THIRTEENTH ORDER OF BUSINESS

**Supervisor Requests and
Adjournment**

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

On Motion by Mr. Czapka, second by Ms. Bennett, with all in favor, the October 19, 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

**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	Cepra 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:

Cepra 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
Greenway) & Lake Nona Boulevard Interchange**

BOGGY CREEK IMPROVEMENT DISTRICT

Construction Committee Recommendation

**BOGGY CREEK IMPROVEMENT DISTRICT
Landscape and Irrigation Maintenance (Interchange)
COMPOSITE RANKING OF THE CONSTRUCTION COMMITTEE**

Evaluation Criteria-Landscape & Irrigation Maintenance Proposals - (Interchange)
11/12/2021

Contractor	Technical Capacity			Price	Score Total	Ranking	Score Delta From Low Bid
	(Points)	Experience	Understanding Scope of Work				
	(30)	(30)	(10)	(30)	(100)		
Yellowstone	29.5	29	10	30.00	98.50		1.09
Cepra	30	30	10	29.59	99.59		0.00
				High Score =	99.59		

**BOGGY CREEK
IMPROVEMENT DISTRICT**

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

BOGGY CREEK IMPROVEMENT DISTRICT

Kutak Rock Fee Agreement

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Boggy Creek Improvement District (“**Client**”)
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
PO Box 10230
Tallahassee, FL 32302

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Tucker F. Mackie	\$290
Associates	\$235
Paralegals	\$130

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**BOGGY CREEK IMPROVEMENT
DISTRICT**

KUTAK ROCK LLP

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

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.

AMENDMENT 1 TO AGREEMENT

This Amendment 1 to Master Agreement (the “**Amendment**”) is made and entered into this 8th day of November, 2021 (the “**Amendment Effective Date**”) by and between Beep, Inc. (“**Beep**”) and Boggy Creek Improvement District (“**Customer**”)

WHEREAS, Beep and Customer have previously entered into the Master Agreement, effective September 3, 2021, (the “**Agreement**”) and the parties desire to amend the Agreement as set out herein.

NOW THEREFORE, in consideration of the promises set out herein, the parties hereby agree as follows:

1. INSURANCE

Section 15.1 of the Agreement is hereby deleted in its entirety and replaced as follows to provide that Beep shall be responsible for providing insurance during the SOW Term and such insurance shall not be limited to “operation of the Vehicles”:

15.1 **Insurance.** Beep acknowledges and agrees that (i) during the applicable SOW Term, the software systems and components constituting the “automated driving system” (as defined in Section 316.003(3), Florida Statutes) are sub-licensed to Customer and operated by Beep in conjunction with the Vehicles; such software systems and components constitute a critical portion of the AV and Services to be provided to Customer by Beep and Beep will at all times during the SOW Term be the “operator” of the Vehicles as provided in Section 316.85(3)(a), Florida Statutes, and therefore Beep shall be solely responsible, as “operator,” for accidents occurring during operation of the Vehicles, as well as when the Vehicle is not in operation, that result in bodily injury or property damage during the SOW Term, and (ii) Section 627.749, Florida Statutes, sets forth the insurance requirements for autonomous vehicles and automated driving systems. Accordingly, Beep, as the sole operator of the automated driving system, which will operate the Vehicles, shall obtain and maintain in full force and effect during the SOW Term (subject to the terms below), the insurance coverage in the minimum amounts and on the terms set forth below. Any such insurance shall cover not only Beep but also Beep’s permitted affiliates and permitted subcontractors and any such minimum coverage amounts set forth below shall be subject to annual review by the Parties and subject to increase proportionately as the number of Vehicles subject of this Master Agreement increases or subject to increase in such greater amount as the Parties shall then negotiate in good faith based on history of performance of the Vehicles and then prevailing industry or market practices):

(a) Commercial General Liability Insurance, with minimum limits applicable to bodily injury and property damage of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate; such policy shall contain a waiver of subrogation in favor of Customer and include Customer, its affiliates, officers, employees, agents and volunteers as additional insureds;

(b) Auto Liability Insurance, with minimum limits applicable to bodily injury and property damage of Two Million Dollars (\$2,000,000.00) combined single limit per accident, such policy shall contain a waiver of subrogation in favor of Customer and include Customer, its affiliates, officers, employees, agents and volunteers as additional insureds;

(c) Combined Technology Professional Liability/Errors and Cyber Liability coverage in the minimum coverage limits of \$2,000,000 per claim and \$2,000,000 annual aggregate, insuring against liability arising out of the Documentation, Licensed Applications, and Services, to be rendered to Customer by Beep, pursuant to the provisions of this Master Agreement; and coverage for data loss and data breach. If Beep changes Technology Professional Liability/Errors and Omissions coverage during the Term, the Professional Liability/Errors and Cyber Liability Insurance coverage in the new policy shall cover “prior acts.”

(d) Worker's Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Master Agreement for all Beep's employees, and/or subcontractors, or other persons specifically engaged by Beep in the work under this Agreement, and shall not be less than:

Coverage A: Workers Compensation Statutory benefits

Coverage B: Employers Liability: \$1,000,000 Limit Each Accident

(e) Umbrella/Excess Liability, providing coverage in excess of the insurance required in (a) and (b) above, with a limit of liability no less than Eight Million Dollars (\$8,000,000.00) for each occurrence and in the aggregate; such policy shall contain a waiver of subrogation in favor of Customer and include Customer as additional insured;

(f) All insurance required hereunder shall be maintained with sound insurers rated A- or better and with a financial rating of VII or better in the most recent A. M. Best's Rating Guide and on commercially reasonable forms. Policies required in subparagraphs (a), (b), (c), (d) and (e) shall contain a waiver of subrogation in favor of Customer, its affiliates, officers, employees, agents, and volunteers, and, to the extent permissible under applicable laws and regulations. Policies required in subparagraph (a), (b) and (e) shall name Customer, its affiliates, officers, employees, agents and volunteers, as additional insureds on a primary and non-contributory basis; all policy forms for the above insurance coverages shall be submitted to Customer for review in order to determine compliance with this Section 16. Certificates of insurance are to be delivered at the notice addresses set forth herein within thirty (30) days following the Effective Date, and annually thereafter upon request, and at least ten (10) days prior to any expiration of each insurance policy.

The Parties acknowledge and agree that neither the non-receipt by a Party of any of the foregoing certificates of insurance or policy provisions, nor the failure of a party to make subsequent demands for them, shall be deemed a waiver of a Party's insurance obligations hereunder. Nothing in this Section 15 shall be construed as limiting Customer's (or any subcontractor's) liability to Beep or any third party or Customer's indemnification obligations hereunder. The mere purchase and existence of insurance does not reduce or release a Party from liability incurred or assumed within the scope of this Master Agreement, and a Party's failure to maintain insurance shall not relieve it of liability under this Master Agreement.

2. ENTIRE AGREEMENT

The Agreement is amended as set out in this Amendment. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall govern.

Agreed to and accepted by:

BEEP, INC.

By: 

Name: Brian Curran

Title: Chief Financial Officer

Date: 11/8/21

BOGGY CREEK IMPROVEMENT DISTRICT

By: 

Name: Richard Levey

Title: Chairman

Date: 11.12.21

**BOGGY CREEK
IMPROVEMENT DISTRICT**

**Resolution 2022-02,
Adopting an Amended Assessment Resolution**

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT AMENDING RESOLUTION 2021-10 TO REVISE THE ASSESSMENT ROLL FOR THE COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2021-2022 AND CERTIFYING THE AMENDED ASSESSMENT ROLL; ADDRESSING CONFLICTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on August 17, 2021, the District adopted Resolution 2021-10 addressing, among other things, the collection of operations and maintenance and debt assessments (“Assessments”) for the fiscal year beginning October 1, 2021 (“Fiscal Year 2021-2022”); and

WHEREAS, the District desires to amend Resolution 2021-10 to revise the assessment roll for Fiscal Year 2021-2022 attached to Resolution 2021-10 as Exhibit “B”.

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

SECTION 1. AMENDMENT TO EXHIBIT B OF RESOLUTION 2021-10. The Assessment Roll for Fiscal Year 2021-2022, attached to Resolution 2021-10 as Exhibit “B,” is hereby replaced in its entirety with the revised assessment roll attached hereto as **Exhibit A** (“Revised Assessment Roll”). The Revised Assessment Roll is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 2. CONFLICTS. Except as expressly provided herein, all other provisions of Resolution 2021-10 shall be unchanged by this Resolution and shall remain in full force and effect.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Boggy Creek Improvement District.

PASSED AND ADOPTED this 16th day of November, 2021.

ATTEST:

**BOGGY CREEK IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A Revised Assessment Roll for Fiscal Year 2021-2022

EXHIBIT A

Parcel ID	Acreage	Owner	FY 21-22 Series 2013 Bond Assessment	FY 21-22 O&M Assessment	Total FY 21-22 CDD Assessment	FY 20-21 O&M Assessment	Increase/(Decrease)
Future Development							
23-24-30-0000-00-009	12.82	LAKE NONA LAND CO LLC	20,950.47	7,921.58	28,872.05	9,146.44	(1,224.86)
23-24-30-0000-00-006	22.49	LANDPORT LAND HOLDING INC	36,751.97	13,896.28	50,648.25	16,045.51	(2,149.23)
22-24-30-0000-00-006	185.22	LAKE NONA LAND CO LLC	302,667.20	114,441.42	417,108.62	132,145.37	(17,703.95)
23-24-30-4968-02-000	9.61	LNT HOTEL III LLC	15,704.64	5,938.08	21,642.72	6,856.26	(918.18)
26-24-30-0000-00-014	253.97	LAKE NONA LAND CO LLC	415,005.93	156,917.79	571,923.72	226,356.54	(69,438.75)
26-24-30-0000-00-023	36.75	LAKE NONA RESEARCH I LLC	60,050.61	22,705.72	82,756.33	26,219.32	(3,513.60)
36-24-30-0000-00-004	33.65	LAKE NONA LAND CO LLC	54,981.71	20,789.12	75,770.83	-	20,789.12
25-24-30-6052-01-000	31.90	NEMOURS FOUNDATION	52,126.98	19,709.72	71,836.70	22,759.08	(3,049.36)
26-24-30-0000-00-022	1.04	LAKE NONA LAND CO LLC	1,692.90	640.10	2,333.00	-	640.10
	19.72	LAKE NONA LAND CO LLC	32,221.39	12,183.22	44,404.62	15,003.87	(2,820.65)
23-24-30-4973-00-001	0.21	LANDPORT LAND HOLDING INC	336.62	127.28	463.90	149.82	(22.54)
26-24-30-4932-02-000	11.40	CENTRAL FLORIDA HEALTH SERVICES LLC	18,633.35	7,045.45	25,678.81	8,133.34	(1,087.89)
26-24-30-0000-00-018	4.66	LAKE NONA LAND CO LLC	7,608.25	2,876.75	10,485.01	3,324.68	(447.93)
26-24-30-7650-02-000	22.51	UNIVERSITY OF CENTRAL FLORIDA REAL ESTATE FOUNDATION LLC	36,774.85	13,904.93	50,679.78	16,052.64	(2,147.71)
26-24-30-4972-02-000	59.96	LAKE NONA LAND CO LLC	97,979.11	37,046.86	135,025.97	47,330.33	(10,283.47)
26-24-30-4972-01-000	14.43	LN TOWNCENTER II LLC	23,579.70	8,915.71	32,495.41	16,806.05	(7,890.34)
26-24-30-4983-01-000	0.75	LN TOWNCENTER III LLC	1,220.65	461.54	1,682.19	-	461.54
26-24-30-0000-00-039	58.02	DYNAMIC CAMPUS LLC	94,812.28	35,849.45	130,661.72	-	35,849.45
26-24-30-0000-00-040	4.83	LAKE NONA LAND CO LLC	7,886.04	2,981.79	10,867.83	-	2,981.79
26-24-30-7650-01-000	18.27	UCF Real Estate Foundation, LLC	29,854.54	11,288.29	41,142.84	13,034.75	(1,746.46)
26-24-30-4984-04-000	0.25	LN TOWNCENTER II LLC	400.35	151.38	551.72	-	151.38
Total Land Assessments	802.44		1,311,239.55	495,792.47	1,807,032.02		(63,571.53)
SPMP Assessments							
26-24-30-4984-05-000	11.21	LN TOWNCENTER II LLC	n/a	-	-	-	-
26-24-30-4983-02-000	3.58	LN TOWNCENTER III LLC	n/a	-	-	-	-
25-24-30-6052-01-000	26.67	NEMOURS FOUNDATION	n/a	93,019.90	93,019.90	93,019.90	-
25-24-30-6052-01-000	1.43	NEMOURS FOUNDATION	31,193.54	3,536.76	34,730.30	3,536.76	-
26-24-30-0000-00-037	5.00	AMICUS BIOLOGICS INC	165,230.43	18,734.01	183,964.44	18,734.01	-
23-24-30-4973-00-010	1.29	CLAYTON INVESTMENTS LLC	3,912.19	443.57	4,355.76	443.57	-
23-24-30-4968-01-000	15.00	LN DRIVE SHACK LLC	79,416.14	9,004.33	88,420.47	9,004.33	-
26-24-30-4970-01-000	4.88	LNJJ LLC	42,980.53	4,873.17	47,853.70	4,873.17	-
26-24-30-8601-01-000	5.25	UNIVERSITY OF FLORIDA FOUNDATION INC	n/a	10,362.90	10,362.90	10,362.90	-
26-24-30-1445-01-000	12.00	UNIVERSITY OF CENTRAL FLORIDA REAL ESTATE FOUNDATION LLC	n/a	17,487.30	17,487.30	17,487.30	-
26-24-30-4932-02-001	25.23	UNIVERSITY OF CENTRAL FLORIDA	246,174.18	27,911.61	274,085.80	27,911.61	-
26-24-30-4932-02-001	incl above	UNIVERSITY OF CENTRAL FLORIDA	59,154.64	6,707.07	65,861.71	6,707.07	-
26-24-30-7650-01-000	9.22	UNIVERSITY OF CENTRAL FLORIDA REAL ESTATE FOUNDATION LLC	319,733.74	36,251.77	355,985.51	36,251.77	-
26-24-30-4961-01-000	12.17	LAKE NONA INNOVATION CENTER I LLC	82,551.09	9,359.74	91,910.83	9,359.74	-
26-24-30-4984-06-000	1.65	LNT HOTEL II LLC	167,665.25	19,010.11	186,675.36	19,010.11	-
26-24-30-4984-06-000	incl above	LNT HOTEL II LLC	40,536.00	4,596.03	45,132.03	4,596.03	-
26-24-30-4956-01-002	0.79	LNT OFFICE I LLC	79,135.92	8,972.50	88,108.42	8,972.50	-
26-24-30-4956-01-000	7.91	LN TOWNCENTER I LLC	9,369.76	1,062.36	10,432.12	1,062.36	-
26-24-30-4956-01-000	incl above	LN TOWNCENTER I LLC	9,621.91	1,090.95	10,712.85	1,090.95	-
26-24-30-4956-01-000	incl above	LN TOWNCENTER I LLC	12,084.90	1,370.20	13,455.10	1,370.20	-
26-24-30-4956-01-000	incl above	LN TOWNCENTER I LLC	6,314.09	715.90	7,029.99	-	715.90
26-24-30-4956-01-000	incl above	LN TOWNCENTER I LLC	70,699.11	8,015.93	78,715.04	-	8,015.93
26-24-30-4956-01-001	1.06	LNT HOTEL I LLC	159,087.03	18,037.50	177,124.53	18,037.50	-
26-24-30-4956-01-003	0.90	LNT OFFICE II LLC	201,894.96	22,891.16	224,786.12	22,891.16	-
26-24-30-4984-01-000	1.93	LNT MOB LLC	168,403.50	19,093.85	187,497.35	19,093.85	-
26-24-30-4977-01-001	0.87	LNT OFFICE III LLC	129,470.85	14,679.52	144,150.37	14,679.52	-
26-24-30-4984-03-000	0.35	LN TOWNCENTER II LLC	17,179.84	1,947.88	19,127.72	-	1,947.88
26-24-30-4984-02-000	0.72	LNT MOB LLC	147,372.56	16,709.39	164,081.95	-	16,709.39
26-24-30-4984-02-000	incl above	LNT MOB LLC	15,444.70	1,751.14	17,195.84	-	1,751.14

Parcel ID	Acreage	Owner	FY 21-22 Series 2013 Bond Assessment	FY 21-22 O&M Assessment	Total FY 21-22 CDD Assessment	FY 20-21 O&M Assessment	Increase/(Decrease)
26-24-30-4984-02-000	incl above	LNT MOB LLC	27,466.95	3,114.23	30,581.18	-	3,114.23
26-24-30-4979-01-000	4.91	LAKE NONA LAND CO LLC (Ground Lease to SIMCOM)	85,369.43	9,679.26	95,048.69	9,679.26	-
26-24-30-4977-01-000	4.14	LN TOWNCENTER III LLC	301,928.47	34,232.92	336,161.39	-	34,232.92
Total SPMP Assessments	158.14		2,679,391.71	424,662.97	3,104,054.68		66,487.39
Grand Total	960.58		3,990,631.26	920,455.44	4,911,086.70		2,915.86

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.

BOGGY CREEK IMPROVEMENT DISTRICT

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
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

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.

BOGGY CREEK IMPROVEMENT DISTRICT

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.

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

BOGGY CREEK IMPROVEMENT DISTRICT

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