

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, February 15, 2022 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 January 18, 2022 Board of Supervisors' Meeting**

Business Matters

2. **Consideration of Resolution 2022-03, Adopting an Amended Assessment Resolution**
3. **Consideration of Resolution 2022-04, Uniform Method (*provided under separate cover*)**
4. **Consideration of RFP for District Landscaping & Common Area Maintenance**
5. **Consideration of Property Appraiser Agreement (*provided under separate cover*)**
6. **Ratification of Promissory Notes for Medical City Drive Phase 2**
 - a) **Infrastructure Improvements Acquisition**
 - b) **Tract B Land Conveyance**
7. **Ratification of Operation and Maintenance Expenditures Paid in January 2022 in amount totaling \$76,099.30 (*provided under separate cover*)**
8. **Ratification of Requisition Nos. 2018-220 – 2018-221 in January 2022 in an amount totaling \$1,848.35 (*provided under separate cover*)**
9. **Recommendation of Work Authorizations/Proposed Services (*if applicable*)**
10. **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 January 18, 2022
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, January 18, 2022, at 3:00 p.m. at Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd, Orlando, FL 32827.

Present:

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

Also attending:

Jennifer Walden	PFM	(via phone)
Lynne Mullins	PFM	
Tucker Mackie	Kutak Rock	
Jeff Newton	Donald W. McIntosh Associates, Inc.	
Larry Kaufmann	Construction Supervisor & Construction Committee Member	(via phone)
Scott Thacker	District Landscape Supervisor	(via phone)
Matt McDermott	Construction Committee Member	(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 November 16, 2021, Board of Supervisors' Meeting

Board Members reviewed the minutes from the November 16, 2021, Board of Supervisors' meeting.

On Motion by Ms. Bennett, second by Mr. Czapkai, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the November 16, 2021, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Consideration of Second Amended and Restated Interlocal Agreement Among the Boggy Creek Improvement District, the Myrtle Creek Improvement District, the Midtown Improvement District and the Greenway Improvement District Regarding Certain Maintenance of the Interchange

Ms. Mackie explained that the Greenway ID recently revised its boundaries to remove certain property that now constitutes the Midtown ID. As a result, the previously executed Interlocal Agreement regarding Interchange maintenance has been updated in regard to the percentage allocations for the Greenway ID and the Midtown ID, which were allocated proportionately based on acreage within each district. She noted it is an Amended and Restated Agreement as the Midtown ID is being added as a signatory, but there are no substantive changes other than the percentage of cost breakdown.

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 Second Amended and Restated Interlocal Agreement Among the Boggy Creek Improvement District, the Myrtle Creek Improvement District, the Midtown Improvement District and the Greenway Improvement District Regarding Certain Maintenance of the Interchange.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-03, Adopting an Amended Assessment Resolution

Ms. Mullins noted that this item is to be tabled at this time.

SIXTH ORDER OF BUSINESS

Consideration of Geophysical Services Agreement with Central Florida Locating, Inc.

Mr. Newton explained this is associated with the traffic signal at the intersection of Veterans Way and Laureate Blvd. It is for work in support of Atkins signal design. The geophysical work is the underground utility locates, and there will also be some soft digs and/or hard digs that will be needed to uncover pipes. The Agreement would be for an amount up to \$25,600.00 dependant on how many hard and soft digs are needed. Ms. Bennett asked if this was in the budget. Mr. Newton replied that this comes out of the construction fund since traffic signals were anticipated in the Capital Improvement Program. Dr. Levey asked if we have provided the VA with a budget for the cost sharing of the project. Ms. Mackie replied that the District is responsible for all of the design costs associated with the project but we do have the appropriate cost share memorialized in an Agreement for the construction side of the project.

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 Geophysical Services Agreement with Central Florida Locating, Inc.

SEVENTH ORDER OF BUSINESS

Consideration of Geotechnical and Soil Testing Engineering Services Agreement with Professional Service Industries, Inc.

Mr. Newton explained this is for geotechnical borings in the locations of the pole bases so the appropriate structural design can be completed. The contract amount is listed as \$9,748.00, but District staff would like it to be modified to up to \$12,048.00 to accommodate the future determination of whether there may be an additional signal pole because of the way the intersection is set up. Dr. Levey asked at which location the additional pole would be located. Mr. Kaufmann replied that it is probably at the VA entrance as it is wider than the others.

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 Geotechnical and Soil Testing Engineering Services Agreement with Professional Service Industries, Inc. for a not-to-exceed amount of \$12,048.00.

EIGHTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in November 2021 in an amount totaling \$16,081.61

The Board reviewed Operation and Maintenance Expenditures Paid in November 2021 in an amount totaling \$16,081.61. Dr. Levey noted these have been approved and need to be ratified by the Board.

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 Operation and Maintenance Expenditures Paid in November 2021 in an amount totaling \$16,081.61.

NINTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in December 2021 in an amount totaling \$155,322.39

The Board reviewed Operation and Maintenance Expenditures Paid in December 2021 in an amount totaling \$155,322.39. Dr. Levey noted these have been approved and 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 Operation and Maintenance Expenditures Paid in December 2021 in an amount totaling \$155,322.39.

TENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2018-213 – 2018-215 paid in November 2021 in an amount totaling \$5,292.90

The Board reviewed Requisition Nos. 2018-213 – 2018-215 paid in November 2021 in an amount totaling \$5,292.90. Dr. Levey noted these have been approved and need to be ratified by the Board.

On Motion by Mr. Tinetti, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 2018-213 – 2018-215 paid in November 2021 in an amount totaling \$5,292.90.

ELEVENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2018-216 – 2018-219 in

**December 2021 in an amount
totaling \$4,873.92**

The Board reviewed Requisition Nos. 2018-216 – 2018-219 approved in December 2021 in an amount totaling \$4,873.92. Ms. Mullins noted these have been approved and need to be ratified by the Board.

On Motion by Ms. Bennett, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 2018-216 – 2018-219 approved in December 2021 in an amount totaling \$4,873.92.

TWELFTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kaufmann explained the Work Authorization is for survey and mapping services for the traffic signal at the VA entrance for \$29,980.00. This is for physical locates for the design work and final certification.

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 Work Authorization with Donald W. McIntosh Associates, Inc. for \$29,980.00 for the survey and mapping services for the traffic signal at the VA entrance.

THIRTEENTH ORDER OF BUSINESS

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

The Board reviewed the District's Financial Statements through December 31, 2021. No action is required by the Board.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Manager – Ms. Mullins noted the next meeting is scheduled for Tuesday, February 15, 2022.

District Engineer – No Report

Construction Supervisor – Mr. Kaufmann stated the additional streetlights on Lake Nona Boulevard are scheduled with OUC to start installation this week and the conduit work is ongoing.

District Landscape Supervisor – No Report

Irrigation Supervisor – No Report

FIFTEENTH ORDER OF BUSINESS

Supervisor Requests and Adjournment

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

On Motion by Mr. Tinetti, second by Ms. Bennett, with all in favor, the January 18, 2022, 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 2022-03,
Adopting an Amended Assessment Resolution**

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BOGGY CREEK IMPROVEMENT DISTRICT AMENDING RESOLUTION 2021-10, AS AMENDED BY RESOLUTION 2022-02, 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, on November 16, 2021, the District adopted Resolution 2022-02, amending Resolution 2021-10, to replace in its entirety the Assessment Roll for Fiscal Year 2021-2022, attached to Resolution 2021-10, with the revised Assessment Roll for Fiscal Year 2021-2022 attached to Resolution 2022-02 as Exhibit A; and

WHEREAS, the District desires to amend Resolution 2021-10, as amended by Resolution 2022-02, to correct an error in the Assessment Roll for Fiscal Year 2021-2022; and

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

SECTION 1. AMENDMENT TO EXHIBIT A OF RESOLUTION 2022-02. The Assessment Roll for Fiscal Year 2021-2022, attached to Resolution 2022-02 as Exhibit "A," 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 passage and adoption of this Resolution by the Board of Supervisors of the Boggy Creek Improvement District.

PASSED AND ADOPTED this 15th day of February, 2022.

ATTEST:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Revised Assessment Roll for Fiscal Year 2021-2022

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	28,654.40	7,853.54	36,507.94	9,146.44	(1,292.90)
23-24-30-0000-00-006	22.49	LANDPORT LAND HOLDING INC	50,266.45	13,776.93	64,043.38	16,045.51	(2,268.58)
22-24-30-0000-00-006	185.22	LAKE NONA LAND CO LLC	413,964.33	113,458.50	527,422.83	132,145.37	(18,686.87)
23-24-30-4968-02-000	9.61	LNT HOTEL III LLC	21,479.58	5,887.08	27,366.65	6,856.26	(969.18)
26-24-30-0000-00-014	253.97	LAKE NONA LAND CO LLC	567,612.38	155,570.05	723,182.43	226,356.54	(70,786.49)
26-24-30-0000-00-023	36.75	LAKE NONA RESEARCH I LLC	82,132.49	22,510.71	104,643.19	26,219.32	(3,708.61)
36-24-30-0000-00-004	33.65	LAKE NONA LAND CO LLC	75,199.65	20,610.57	95,810.21	-	20,610.57
25-24-30-6052-01-000	31.90	NEMOURS FOUNDATION	-	19,540.44	19,540.44	22,759.08	(3,218.64)
26-24-30-0000-00-022	1.04	LAKE NONA LAND CO LLC	2,315.42	634.60	2,950.02	-	634.60
26-24-30-0000-00-022	19.72	LAKE NONA LAND CO LLC	44,069.88	12,078.58	56,148.46	15,003.87	(2,925.29)
23-24-30-4973-00-001	0.21	LANDPORT LAND HOLDING INC	460.40	126.19	586.59	149.82	(23.63)
26-24-30-4932-02-000	11.40	CENTRAL FLORIDA HEALTH SERVICES LLC	25,485.23	6,984.94	32,470.17	8,133.34	(1,148.40)
26-24-30-0000-00-018	4.66	LAKE NONA LAND CO LLC	10,405.97	2,852.05	13,258.01	3,324.68	(472.63)
26-24-30-7650-02-000	22.51	UNIVERSITY OF CENTRAL FLORIDA REAL ESTATE FOUNDATION LLC	-	13,785.50	13,785.50	16,052.64	(2,267.14)
26-24-30-4972-02-000	59.96	LAKE NONA LAND CO LLC	134,008.11	36,728.67	170,736.78	47,330.33	(10,601.66)
26-24-30-4972-01-000	14.43	LN TOWNCENTER II LLC	32,250.45	8,839.14	41,089.59	16,806.05	(7,966.91)
26-24-30-4983-01-000	0.75	LN TOWNCENTER III LLC	1,669.51	457.58	2,127.09	-	457.58
26-24-30-0000-00-039	58.02	DYNAMIC CAMPUS LLC	129,676.76	35,541.54	165,218.30	-	35,541.54
26-24-30-0000-00-040	4.83	LAKE NONA LAND CO LLC	10,785.91	2,956.18	13,742.09	-	2,956.18
26-24-30-7650-01-000	18.27	UCF Real Estate Foundation, LLC	-	11,191.28	11,191.28	13,034.75	(1,843.47)
26-24-30-4984-04-000	0.25	LN TOWNCENTER II LLC	547.56	150.08	697.64	-	150.08
Total Land Assessments	802.44		1,630,973.29	491,534.19	2,122,518.60		(67,829.87)
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	n/a	36,251.77	36,251.77	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

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	15,444.70	1,751.14	17,195.84	-	1,751.14
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
26-24-30-4980-01-000	2.50	LN Pixon LLC	-	3,183.10	3,183.10	-	3,183.10
26-24-30-4980-01-000	incl above	LN Pixon LLC	-	1,075.18	1,075.18	-	1,075.18
Total SPMP Assessments	160.64		2,359,657.97	428,921.25	2,788,579.22		70,745.67
Grand Total	963.08		3,990,631.26	920,455.44	4,911,086.70		2,915.80

BOGGY CREEK IMPROVEMENT DISTRICT

**Resolution 2022-04,
Uniform Method**
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

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

**BOGGY CREEK IMPROVEMENT DISTRICT
REQUEST FOR PROPOSALS FOR
Landscaping, Common Areas, & Irrigation Maintenance Services
Lake Nona Boulevard South and Roadways
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: Lake Nona Boulevard South - Boulevard and Roadways
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, April 4, 2022 at 10:00 a.m.** from PFM Group Consulting LLC, located at 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817. Contact is Jennifer Walden, District Manager, at waldenj@pfm.com. The request for Proposal requires proposers to submit proposals for individual district areas of maintenance and collectively submit a proposal for all areas (2 total). The District reserves the right to award Sections 1 and 2 separately to different proposers, or to award collectively to one proposer.

A mandatory pre-proposal conference will be held on this project on **Friday, April 8, 2022 at 10:00 a.m.** (EST) through virtual means by calling 1-844-621-3956 or 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, April 15, 2022 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 **10:00 a.m. on Monday, May 9, 2022** at the offices of PFM Group Consulting LLC, located at 3501 Quadrangle Blvd., Suite 270, 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 **Monday, May 9, 2022 at 10:15 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, March 27, 2022 and Sunday, April 3, 2022

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

Property Appraiser Agreement
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

**Promissory Notes for
Medical City Drive Phase 2**

BOGGY CREEK IMPROVEMENT DISTRICT

Infrastructure Improvements Acquisition

**BOGGY CREEK IMPROVEMENT DISTRICT
PROMISSORY NOTE
(MEDICAL CITY DRIVE PHASE 2 – INFRASTRUCTURE IMPROVEMENTS)**

Owner: Lake Nona Land Company, LLC

Principal Amount: \$1,330,342.31

Date: September 17, 2021

Interest Rate: 0.00%

BOGGY CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**”), for value received, hereby promises to pay to the Owner set forth above, or its successors or assigns, the principal and interest as shown above, in a single installment, or multiple installments as may be designated by the Owner, which will be due and payable when and if the District, in its sole discretion, issues a future series of bonds or other indebtedness (the “**Pledged Revenues**”) the proceeds of which are legally available for the payment of such principal and interest under the terms of the indenture, loan agreement and other agreements applicable to the District’s receipt of such Pledged Revenues; provided however, that such payment is contingent upon a determination by the District’s bond counsel that the acquisition is properly compensable from the proceeds of the Pledged Revenues. This Note is given to finance the purchase price for certain real property as more particularly described in the *Acquisition Agreement*, as amended, by and between the District and Lake Nona Land Company, LLC. The District is under no obligation to ensure the availability of such Pledged Revenues at any time and the Owner shall have no right to compel the District to pay such principal or interest from any other source of funds.

This Note is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, *Florida Statutes*. This Note is issued with the intent that the laws of the State of Florida shall govern its construction.

This Note shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida. This Note may be assigned by Owner without the consent of the District or any party.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Note have happened, exist and have been performed as so required.

In the event a condition of default occurs under this Note, then in such event, this Note and all sums due hereunder shall thereafter without any further notice or action by the Owner bear interest at the highest lawful rate of interest per annum permitted under the laws of the State of Florida from the date of such default. Notwithstanding any term, condition, obligation or provision herein to the contrary, it is the express intent of the Owner that no interest, consideration or charge in excess of that permitted in the State of Florida may be accrued, charged or taken or become payable hereunder. In the event it is hereafter determined that the Owner has taken, charged or reserved interest in excess of that permitted under Florida law, whether due to prepayment, acceleration or otherwise, such excess shall be refunded to the District or credited against the sums due the Owner hereunder.

The District hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor, and expressly agrees jointly and severally to remain and continue bound for the payment of the principal and interest provided for by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid under or by virtue of the obligation to pay provided for in the Note, or any change or changes by way of release or surrender or substitution of any real property and collateral or either, held as security for this Note, and the District waives all and every kind of notice of such extension or extensions change or changes, and agrees that the same may be made without the joinder of the District.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE DISTRICT, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THIS NOTE.

IN WITNESS WHEREOF, the Boggy Creek Improvement District has caused this Note to bear the signature of its Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

**BOGGY CREEK
IMPROVEMENT DISTRICT**

Attest:

By: 

By: 

Print Name: Richard Levey

Print Name: Lynne Mullins

Title: Chair of the Board of Supervisors

Title: Secretary/Assistant Secretary

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BOGGY CREEK IMPROVEMENT DISTRICT

Tract B Land Conveyance

**BOGGY CREEK IMPROVEMENT DISTRICT
PROMISSORY NOTE
(MEDICAL CITY DRIVE PHASE 2 – Infrastructure Improvements)**

Owner: Lake Nona Land Company, LLC

Principal Amount: \$98,475.00

Date: September 17, 2021

Interest Rate: 0.00%

BOGGY CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**”), for value received, hereby promises to pay to the Owner set forth above, or its successors or assigns, the principal and interest as shown above, in a single installment, or multiple installments as may be designated by the Owner, which will be due and payable when and if the District, in its sole discretion, issues a future series of bonds or other indebtedness (the “**Pledged Revenues**”) the proceeds of which are legally available for the payment of such principal and interest under the terms of the indenture, loan agreement and other agreements applicable to the District’s receipt of such Pledged Revenues; provided however, that such payment is contingent upon a determination by the District’s bond counsel that the acquisition is properly compensable from the proceeds of the Pledged Revenues. This Note is given to finance the purchase price for certain real property as more particularly described in the *Acquisition Agreement*, as amended, by and between the District and Lake Nona Land Company, LLC. The District is under no obligation to ensure the availability of such Pledged Revenues at any time and the Owner shall have no right to compel the District to pay such principal or interest from any other source of funds.

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All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Note have happened, exist and have been performed as so required.

In the event a condition of default occurs under this Note, then in such event, this Note and all sums due hereunder shall thereafter without any further notice or action by the Owner bear interest at the highest lawful rate of interest per annum permitted under the laws of the State of Florida from the date of such default. Notwithstanding any term, condition, obligation or provision herein to the contrary, it is the express intent of the Owner that no interest, consideration or charge in excess of that permitted in the State of Florida may be accrued, charged or taken or become payable hereunder. In the event it is hereafter determined that the Owner has taken, charged or reserved interest in excess of that permitted under Florida law, whether due to prepayment, acceleration or otherwise, such excess shall be refunded to the District or credited against the sums due the Owner hereunder.

The District hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor, and expressly agrees jointly and severally to remain and continue bound for the payment of the principal and interest provided for by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid under or by virtue of the obligation to pay provided for in the Note, or any change or changes by way of release or surrender or substitution of any real property and collateral or either, held as security for this Note, and the District waives all and every kind of notice of such extension or extensions change or changes, and agrees that the same may be made without the joinder of the District.

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IN WITNESS WHEREOF, the Boggy Creek Improvement District has caused this Note to bear the signature of its Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

**BOGGY CREEK
IMPROVEMENT DISTRICT**

By: _____

Print Name: _____

Title: Chair of the Board of Supervisors

Attest:

By: _____

Print Name: _____

Title: Secretary/Assistant Secretary

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BOGGY CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid in
January 2022 in an amount totaling \$76,099.30**
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

**Requisition Nos. 2018-220 – 2018-221 Paid in
January 2022 in an amount totaling \$1,848.35**
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

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

WORK AUTHORIZATION FOR MAINTENANCE SERVICES

This Work Authorization (the “Work Authorization”), dated January 26, 2022, 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: Account Manager

Exhibit A: Proposal/Scope of Services



BERMAN

Date of proposal: January 26, 2022

Client: CDD

Project: BCID Interchange

Scope: Paver reset at LNB/ Nemours Pkwy

Berman proposes the following scope of work and specifications:

- A. Paver reset at LNB/ Nemours Pkwy-** Supply all materials, equipment, and labor to remove and replace brick pavers in two locations at 10' x 10'.
- B. Barricading-** All areas will be barricaded before, during and after the project. It is the client's responsibility to make sure all barricades remain effective after our crews leave the jobsite. Please note, **M.O.T. will be in place for 3 - 4 days in order to complete work.**



Total Cost \$14,675.05

Estimated Time of Completion- Once estimate is signed and approved, we will begin to get the project on the schedule. Current scheduling is two to three weeks from date of approval. Date of start is determined by material arrival. Please be mindful of current shipping delays.

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



BERMAN

valid for 14 days, starting on the date of the proposal. It is important to remember that this is an estimate. If there are changes made during the process, pricing can change. 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)