

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, January 18, 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

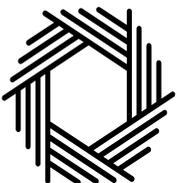
- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the November 16, 2021 Board of Supervisors' Meeting**

Business Matters

2. **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**
3. **Consideration of Resolution 2022-03, Adopting an Amended Assessment Resolution (*exhibit provided under separate cover*)**
4. **Consideration of Geophysical Services Agreement with Central Florida Locating, Inc.**
5. **Consideration of Geotechnical and Soil Testing Engineering Services Agreement with Professional Service Industries, Inc.**
6. **Ratification of Operation and Maintenance Expenditures Paid in November 2021 in an amount totaling \$16,081.61**
7. **Ratification of Operation and Maintenance Expenditures Paid in December 2021 in amount totaling \$155,322.39**
8. **Ratification of Requisition Nos. 2018-213 – 2018-215 in November 2021 in an amount totaling \$5,292.90**
9. **Ratification of Requisition Nos. 2018-216 – 2018-219 in December 2021 in an amount totaling \$4,873.92**
10. **Recommendation of Work Authorizations/Proposed Services (*if applicable*)**
11. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

- A. Staff Reports
 1. District Counsel
 2. District Manager



pfm

3. District Engineer
 4. Landscape Supervisor
 5. Irrigation Supervisor
 6. Construction Supervisor
- B. Supervisor Requests

Adjournment



BOGGY CREEK IMPROVEMENT DISTRICT

**Minutes of the November 16, 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, November 16, 2021, at 3:00 p.m. at Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd, Orlando, FL 32827.

Present:

Richard Levey	Chairperson
Damon Ventura	Vice Chairperson
Thad Czapka	Assistant Secretary
Chad Tinetti	Assistant Secretary

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	(via phone)
Tucker Mackie	Kutak Rock	(via phone)
Jeff Newton	Donald W. McIntosh Associates, Inc.	
Larry Kaufmann	Construction Supervisor & Construction Committee Member	(via phone)
Scott Thacker	District Landscape Supervisor	(joined at 3:20 p.m.)
Chris Wilson	Construction Committee Member	
Matt McDermott	Construction Committee Member	

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

**Consideration of the Minutes
of the October 19, 2021, Board
of Supervisors' Meeting**

Board Members reviewed the minutes from the October 19, 2021, Board of Supervisors' meeting.

On Motion by Mr. Czapka, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the October 19, 2021, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

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

Board Members reviewed the minutes from the October 27, 2021, RFP meeting to open responses for Landscaping and Irrigation Maintenance Services. Discussion ensued regarding the process with the RFP Meeting.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the October 27, 2021, Meeting to Open Responses for Landscaping and Irrigation Maintenance Services.

FIFTH ORDER OF BUSINESS

Consideration of Award of Landscape and Irrigation Maintenance Services – State Road 417 (Central Florida Greenway) & Lake Nona Boulevard Interchange a) Construction Committee Recommendation

Mr. Kaufmann explained in the agenda package is a recap of the evaluation criteria and ratings that the Construction Committee discussed for the two qualified bidders for the Landscape and Irrigation Maintenance Services for State Road 417 & Lake Nona Boulevard Interchange. The two bidders were Yellowstone and Cepra. After review of their proposals, the Construction Committee awarded 99.59 points to Cepra and 98.5 points for Yellowstone. The Construction Committee recommended awarding the Landscape and Irrigation Maintenance Services – State Road 417 & Lake Nona Boulevard Interchange to Cepra.

Mr. Ventura asked if Cepra is the current Contractor. Mr. McDermott replied they are the current contractor for the Boggy Creek ID. Mr. Ventura asked if District staff is satisfied with their work. Mr. McDermott responded yes. Mr. Tinetti stated the scoring is close but the pricing is a \$40,000.00-\$50,000.00 difference. Ms. Walden stated the pricing is over three years and it is a formula to figure out the points awarded for the price. Ms. Mackie stated it is closer than it would appear in the minutes because Cepra's term had to adjust for the fact that it was a ten month term because the District is already two months into the Fiscal Year. Dr. Levey stated in the future if this is relevant information it should be in the agenda item for the decision.

On Motion by Mr. Ventura, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District adopted the rankings of the Construction Committee and accepted the Construction Committee's Recommendation to Award the Landscape and Irrigation Maintenance Services for the State Road 417 & Lake Nona Boulevard Interchange Contract to Cepra.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2022-01, Adopting an Amended Budget for Fiscal Year 2021

Ms. Walden explained there were a few line items that exceeded the budget by more than the allowable threshold and the auditor requests the budget be amended. She stated that there were some line items like Trustee Services and District Counsel which exceeded the budget, and there are some line items that were under the budgeted amount, but the overall budget is the same. Ms. Mackie stated the District is only required to adopt an amended budget if there is an excess of \$10,000.00 or 10% increase to a line item. The overall budget did not change as a result of these line item changes.

Dr. Levey asked if the books are closed for Fiscal Year 2021. Ms. Walden replied invoices can still come in through the end of November, but she does not know of any invoices that are outstanding.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2022-01, Adopting an Amended Budget for Fiscal Year 2021.

SEVENTH ORDER OF BUSINESS

Consideration of Kutak Rock Fee Agreement

Ms. Mackie explained at the prior meeting the Board reviewed and approved a transition letter that authorized the transition from Hopping Green & Sams to Kutak Rock. Included within the agenda package today is the proposed Fee Agreement, which largely mirrors the existing Fee Agreement that the District had with Hopping Green & Sams. The Transition Letter allowed District Counsel to port over all of the District's files in advance of their start at Kutak Rock, which was this past Monday. The Fee Agreement will set forth the terms of representation going forward.

Mr. Ventura asked why the District transitioned from Hopping Green & Sams to Kutak Rock. Ms. Mackie explained several months ago at Hopping Green & Sams there were several departures that caused various practice groups to look at the platform they operate from, with the expectation that possibly Hopping Green & Sams would no longer be practicing law. Ms. Mackie's practice group and all their staff, in reviewing their options, chose to join the law firm of Kutak Rock, which has a national presence and are well known in the field of Public Finance. Ms. Mackie and her practice group are excited about their future with Kutak Rock, and the proposed Fee Agreement that Boggy Creek ID has, along with other Lake Nona Districts, will largely remain unchanged.

Dr. Levey asked what Ms. Mackie meant when she said the proposed Fee Agreement will largely remain unchanged. Ms. Mackie clarified she made some updates to the client file section to make it very explicit when the files will transition at the end of a storage period. Also, Section 7, the conflict section, was updated to represent that Kutak Rock represents a number of Trustees and Bondholders, but there is no apparent conflict with that representation and District Counsel's representation of the Boggy Creek Improvement District. Dr. Levey stated that the Board should have the right to waive any conflict. Ms. Mackie stated they do, but this letter is stating that there is no conflict, and the execution of the Kutak Rock Fee Agreement would result in a waiver of that conflict. If there is an actual conflict, that would be brought before the attention of the Board, but there are not any actual conflicts as a result of transitioning over to Kutak Rock. Dr. Levey stated the last sentence in Section 7 he finds troubling in that it states by signing the Fee Agreement the District is waiving any and all potential conflicts. Ms. Mackie stated there are no existing conflicts today between the District's representation and Kutak Rock's representation of any of the other Developers, builders, or entities in Florida. This was standard language in Hopping Green & Sams Fee Agreement as well. Discussion ensued.

Dr. Levey requested language to be added which clarifies it is limited to general representation and not a waiver of any specific potential conflict going forward. Ms. Mackie noted she will add language to the extent any actual or adverse relation to a conflict would arise in the future and that would be brought back to the Board. She noted that her ethical obligation would require her to do that regardless.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Kutak Rock Fee Agreement, as amended subject to clarification of Conflict Language in Section 7.

EIGHTH ORDER OF BUSINESS

Discussion of Memo for Wastewater and Stormwater Needs Analysis

Ms. Mackie explained the Florida Legislature adopted legislation that requires local governments, including special districts, to do a Stormwater and Wastewater Needs Analysis. For most of the Districts in Lake

Nona, they do not maintain wastewater or stormwater improvements, with the exception of the Boggy Creek Improvement District which maintains certain Interchange ponds. The District will need to prepare a Stormwater Needs Analysis, but it is not due until June 2022. The requirements contained on Page 2 of the memorandum mirror those that the District is otherwise required to provide in the form of a Public Facilities Report, which is prepared and updated every 7 years. District Counsel will work with the District Engineer to provide the needs analysis and be able to comply with the new legislation as of June 2022, which requires the District to submit the needs analysis to DEO to be compiled in a larger document that outlines the needs analysis for all Special Districts and local governments within one document in the jurisdiction.

Mr. Thacker joined the meeting in progress at 3:20 p.m.

Dr. Levey asked if the District would see a scope and a fee associated with the Stormwater Needs Analysis before it is conducted. Ms. Mackie stated Mr. Newton is still reviewing the memorandum and he will bring back a scope and a fee by way of a Work Authorization once he determines the work to be done. There is no action required by the Board today.

NINTH ORDER OF BUSINESS

**Ratification of Amendment #1
to Master Agreement with
Beep, Inc.**

Ms. Walden stated at the last meeting the Board gave approval for District staff to move forward with this amendment, giving authority to the Chair to sign it outside a meeting. The Chair has signed the Amendment #1 to Master Agreement with Beep, Inc and it is back before the Board for ratification.

On Motion by Mr. Tinnetti, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Amendment #1 to Master Agreement with Beep, Inc.

TENTH ORDER OF BUSINESS

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

Ms. Mackie presented the Amended Assessment Resolution. Boggy Creek Improvement District had some updated development that would have revised the Assessment Roll the District approved at the August meeting. The District now has sent out the direct bills for the Debt Service and Operations and Maintenance Assessments based on the revised Assessment Roll, which is attached as Exhibit A to this Resolution. It allocates certain ERUs to now developed properties and reflects updated ownership information as property transfers.

Dr. Levey asked if the Board gets to see what was changed about the Assessment Resolution from the last time they reviewed this Resolution. Ms. Mackie stated the adjustments are reflected in the right hand column of the document showing the increase and decrease.

On Motion by Mr. Ventura, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2022-02, Adopting an Amended Assessment Resolution.

ELEVENTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures
Paid in October 2021 in an
amount totaling \$128,539.55**

The Board reviewed Operation and Maintenance Expenditures Paid in October 2021 in an amount totaling \$128,539.55. Dr. Levey noted these have been approved and just need to be ratified by the Board.

On Motion by Mr. Ventura, 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 October 2021 in an amount totaling \$128,539.55.

TWELFTH ORDER OF BUSINESS

**Ratification of Requisition
Nos. 2018-209 – 2018-212 in
October 2021 in an amount
totaling \$125,936.61**

The Board reviewed Requisition Nos. 2018-209 – 2018-212 in October 2021 in an amount totaling \$125,936.61. Ms. Walden noted these have been approved and just need to be ratified by the Board.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 2018-209 – 2018-212 in October 2021 in an amount totaling \$125,936.61.

THIRTEENTH ORDER OF BUSINESS

**Recommendation of Work
Authorizations/Proposed
Services**

Ms. Walden explained the District has two proposals from Berman Construction. The first one is for \$400.00 for installing and removing holiday décor at Lake Nona Blvd. and Boggy Creek Road. The second proposal is for \$4,000.00 for installing and removing holiday décor for the Interchange. Ms. Walden noted previously there was a different company providing this service but they went out of business. The total of these two proposals is \$4,400.00 and the District budgeted \$6,000.00.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the two proposals for Berman Construction in the amount of \$400.00 for installation and removal of holiday décor at Lake Nona Blvd. and Boggy Creek Road and \$4,000.00 for installation and removal of holiday décor for the Interchange.

FOURTEENTH ORDER OF BUSINESS

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

The Board reviewed the District's Financial Statements updated through October 31, 2021. Ms. Walden stated the District is well under budget. No action is required by the Board.

Dr. Levey asked if the District already spent 30% of the Landscape budget. Ms. Walden stated that is for landscape improvements not landscape maintenance.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Manager – Ms. Walden noted the December meeting is moved up one week and is scheduled for Tuesday, December 14, 2021, due to the holiday.

District Engineer – No Report

Construction Supervisor – No Report

District Landscape Supervisor- No Report

Irrigation Supervisor – No Report

SIXTEENTH ORDER OF BUSINESS

**Supervisor Requests and
Adjournment**

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

On Motion by Mr. Czapka, second by Mr. Tinnetti, with all in favor, the November 16, 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

**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**

**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT AMONG THE
BOGGY CREEK IMPROVEMENT DISTRICT, THE MYRTLE CREEK
IMPROVEMENT DISTRICT, THE MIDTOWN IMPROVEMENT DISTRICT, AND
THE GREENEWAY IMPROVEMENT DISTRICT REGARDING CERTAIN
MAINTENANCE OF THE INTERCHANGE LOCATED AT THE
CENTRAL FLORIDA GREENEWAY AND LAKE NONA BOULEVARD**

THIS AGREEMENT is made among the Boggy Creek Improvement District (“**Boggy Creek**”), the Myrtle Creek Improvement District (“**Myrtle Creek**”), the Midtown Improvement District (“**Midtown**”), and the Greenway Improvement District (“**Greenway**”), (together referred to herein as the “**Districts**”), each of whom is a special purpose unit of local government located in the City of Orlando, Florida (this Agreement hereinafter referred to as the “**Agreement**”).

RECITALS

WHEREAS, Boggy Creek, Myrtle Creek, Midtown, and Greenway are special purpose units of local government located entirely within the City of Orlando, Florida, respectively, that have been established for the purpose of planning, financing, constructing, installing, and/or acquiring certain improvements, facilities and services in conjunction with the development of lands located within the Districts; and

WHEREAS, Boggy Creek, Myrtle Creek, and Greenway have previously entered into interlocal agreements with the City of Orlando and other related agreements regarding the development of infrastructure serving lands within their respective boundaries including agreements concerning an interchange located at the Central Florida Greenway between Narcoossee Road and Boggy Creek Road (“**Interchange**”); and

WHEREAS, Boggy Creek, Myrtle Creek, and Greenway previously entered into an interlocal agreement with each other dated November 15, 2004, related to the funding, construction and acquisition of the Interchange (“**Interlocal Agreement**”); and

WHEREAS, Boggy Creek, Myrtle Creek, and Greenway previously amended the Interlocal Agreement dated November 15, 2004, to allocate the cost for the construction and acquisition of the Interchange; and

WHEREAS, construction of the Interchange has been completed; and

WHEREAS, Boggy Creek, Myrtle Creek, and Greenway previously entered into an Amended and Restated Interlocal Agreement to provide for the continued maintenance of certain landscape areas and ponds which are located within the right of way or immediately adjacent to the right of way of the Interchange (the “**Maintenance Areas**”), as identified in **Exhibit “A”**

attached hereto, and to designate Boggy Creek as the entity responsible for providing the continued maintenance to the Maintenance Areas; and

WHEREAS, on June 28, 2021, the boundaries of Greenway were amended to contract certain lands from Greenway's boundaries and contemporaneously, Midtown was established over the contracted lands; and

WHEREAS, accordingly, this Agreement provides for the addition of the Midtown as a party to the Agreement and provides for a revised allocation of costs based on acreages as set forth herein; and

WHEREAS, continued maintenance and enhancement of the Maintenance Areas provides a benefit to the lands within the Districts; and

WHEREAS, Boggy Creek will have the need for continued staffing and contractual arrangements to be in place to be able to respond to maintenance needs; and

WHEREAS, the Districts wish to ensure the timely, efficient and cost-effective provision of maintenance services; and

WHEREAS, the Districts find that designation of Boggy Creek as the entity for provision of the staffing and contract coordination for the maintenance of the Maintenance Areas provides the most efficient and cost-effective way to provide maintenance services; and

WHEREAS, it is in the interest of each District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of their respective districts; and

WHEREAS, section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969," permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Districts find this Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the Districts desire to exercise jointly their common powers and authority concerning the cost effective provision of maintenance services; the avoidance of inefficiencies caused by the unnecessary duplication of services; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Districts, the Districts agree as follows:

SECTION 1. Recitals and Authority. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provision of Florida law, including but not limited to Chapters 163, 189, and 190, *Florida Statutes*, and the Florida Constitution.

SECTION 2. Maintenance. The Districts acknowledge that it is in the best interest of the residents and property owners in each District for the Maintenance Areas to be kept in a condition reflecting the quality of development within the Districts. Boggy Creek shall maintain the Maintenance Areas in substantial accordance with the provisions outlined in the Landscape Maintenance Agreement and the Joint Pond Maintenance Agreement. At such time as the Landscape Maintenance Agreement and the Joint Pond Maintenance Agreement are entered into, Boggy Creek shall maintain the Maintenance Areas in accordance with the provisions therein. The parties agree that any or all of the maintenance of the Maintenance Areas shall be arranged by Boggy Creek.

2.1 Contracts. Boggy Creek shall comply with all applicable laws regarding the procurement of goods or services.

2.2 Administration. Boggy Creek shall be solely responsible for ensuring adequate administration and inspection of the Maintenance Areas.

2.3 Costs. Consistent with the Amended and Restated Interlocal Agreement, the percentage allocation of costs is based on the acreage within each District. The percentage allocation of costs for the maintenance of the Maintenance Areas is as follows:

Boggy Creek	32.5%
Greenway	24.0%
Myrtle Creek	31.5%
Midtown	12.0%

The amounts to be paid by each District for the provision of maintenance services shall be based on these percentages.

2.4 Budget. Within seven (7) days after Boggy Creek annually approves its preliminary budget, Boggy Creek shall provide a copy of the preliminary budget to Myrtle Creek, Midtown, and Greenway for review. In the event that the total funds budgeted for the use, operation, repair and maintenance of the Maintenance Areas are not clearly identified in the preliminary budget, Boggy Creek shall send a letter accompanying the preliminary budget which sets forth the total amount budgeted for the use, operation, repair and maintenance of the Maintenance Areas. If Myrtle Creek, Midtown, and/or Greenway dispute the total amount budgeted by Boggy Creek, Myrtle Creek, Midtown, and/or Greenway shall notify Boggy Creek of its concerns. In such event, the Districts agree to cooperate in good faith toward refining the budgeted amount prior to Boggy Creek's adoption of its final budget. However, nothing herein shall operate to prevent Boggy Creek from adopting its final budget in a timely manner.

2.5 Payment. At the beginning of each month, Boggy Creek shall aggregate the prior month's actual expenditures associated with the use, operation, repair and maintenance of the Maintenance Areas and invoice Greenway, Midtown and Myrtle Creek for their proportionate share of the same. Greenway, Midtown and Myrtle Creek shall pay such invoice within thirty (30) days of receipt.

2.6 Unbudgeted Expenses. It is contemplated by the parties that unusual, unbudgeted maintenance events (e.g. extreme weather or bug infestation, etc.) may occur. In such event, the Districts agree to cooperate in good faith in arranging for the repair of the Maintenance Areas and toward allocating cost among the Districts.

2.7 Inspection of Records; Payment Disputes. Upon request, Boggy Creek shall make available to Myrtle Creek, Midtown, and Greenway for review at a reasonable time and place, its books and records with respect to expenses associated with the use, operation, repair and maintenance of the Maintenance Areas. In the event of a dispute between the parties relating to the reimbursement of these expenses, Myrtle Creek, Midtown, and/or Greenway shall pay the amount requested by Boggy Creek in the time frame set forth above. Myrtle Creek, Midtown, and/or Greenway shall give written notice accompanying the payment which states it disputes the amount of the payment. Payment in this manner shall not waive the right of Myrtle Creek, Midtown, and/or Greenway to dispute the correct amount of such required payment.

SECTION 3. Insurance. Boggy Creek shall require any contractor selected to provide maintenance services to maintain liability and property insurance in amounts customary for the scope of such a maintenance project and shall name each other district as an additional insured.

SECTION 4. Liability Limitations. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any of the Districts, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

SECTION 6. Enforcement. In the event that any District seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

SECTION 7. Controlling Law. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

SECTION 8. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

SECTION 9. Amendment. This Agreement shall not be modified or amended except by written agreement duly executed by the parties hereto.

SECTION 10. Interpretation. This Agreement has been negotiated fully between the parties as an arms length transaction. All Districts participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Districts are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 11. Time of the Essence. The Districts each agree that time is of the essence of this Agreement.

SECTION 12. Notice. Each District shall furnish to the other such notice, as may be required from time to time, pursuant to this Agreement, in writing, posted in the U.S. mail or by hand delivery, or by overnight delivery service and addressed as follows:

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

To Myrtle Creek: Myrtle Creek Improvement District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager

To Midtown: Midtown Improvement District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager

To Greenway: Greenway Improvement District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of

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

SECTION 13. Effective Date. This Agreement and the rights conferred herein shall become effective upon filing with the Clerk of the Circuit Court of Orange County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

[signatures contained on following page]

IN WITNESS WHEREOF the undersigned set their hands as of the ____ day of _____, 2022.

BOGGY CREEK IMPROVEMENT DISTRICT

Witness:

Print Name

Witness:

Print Name

By: _____

Its: _____

Attest: _____

Assistant Secretary

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, who is personally known to me, and who Did [] or Did Not [] take an oath.

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

MYRTLE CREEK IMPROVEMENT
DISTRICT

Witness:

Print Name

By: _____

Witness:

Its: _____

Print Name

Attest: _____

Assistant Secretary

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, who is personally known to me, and who Did [] or Did Not [] take an oath.

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

GREENEWAY IMPROVEMENT DISTRICT

Witness:

Print Name

Witness:

Print Name

By: _____

Its: _____

Attest: _____

Assistant Secretary

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, who is personally known to me, and who Did [] or Did Not [] take an oath.

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

MIDTOWN IMPROVEMENT DISTRICT

Witness:

Print Name

Witness:

Print Name

By: _____

Its: _____

Attest: _____

Assistant Secretary

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, who is personally known to me, and who Did [] or Did Not [] take an oath.

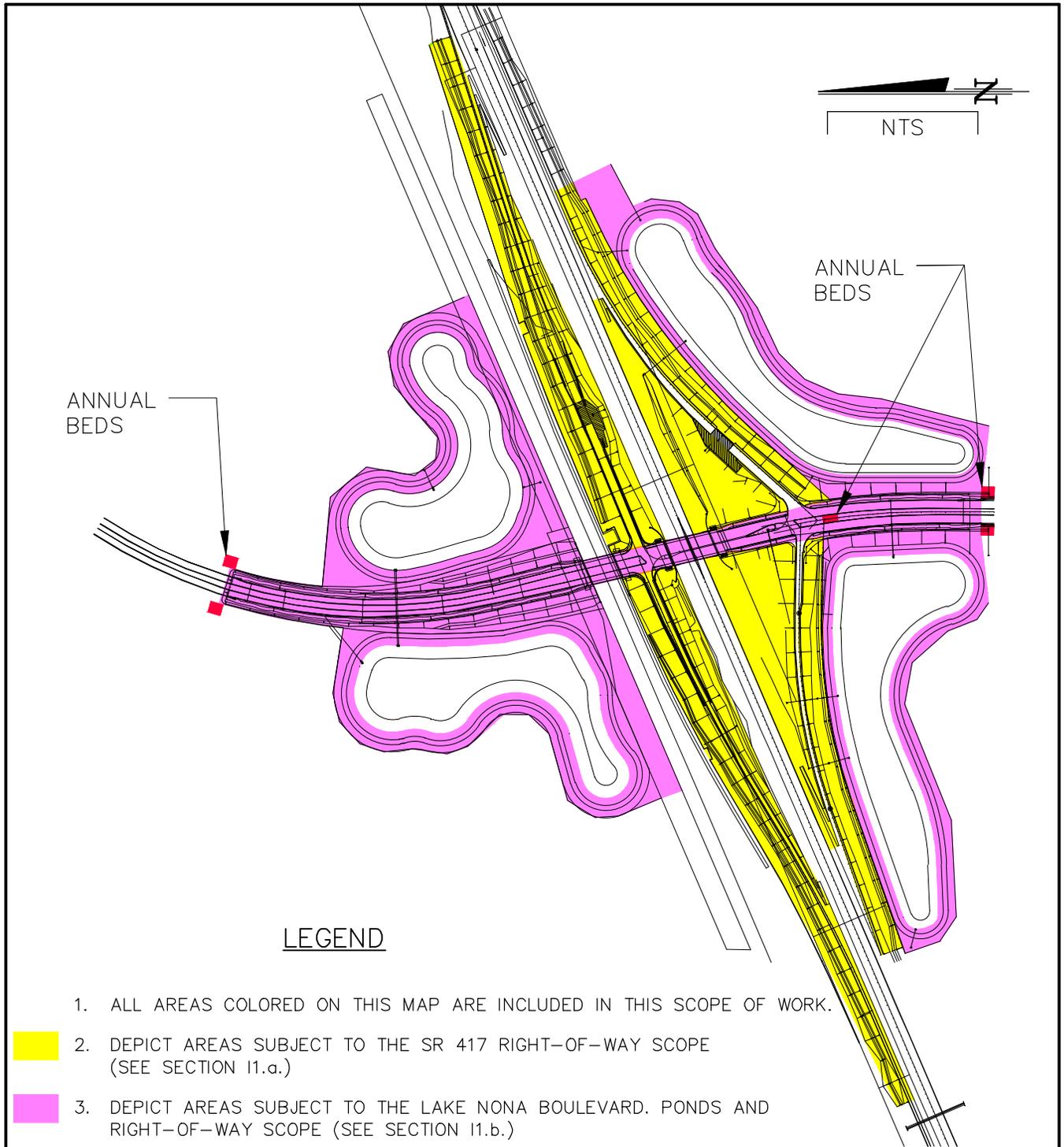
Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Exhibit A: Maintenance Areas



LEGEND

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

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

MAP REVISED 3/27/19



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

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

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

**BOGGY CREEK
IMPROVEMENT DISTRICT**

**Resolution 2022-03,
Adopting an Amended Assessment Resolution**
(exhibit provided under separate cover)

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 18th day of January, 2022.

ATTEST:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary / Assistant Secretary

By: _____

Its: _____

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

EXHIBIT A

BOGGY CREEK IMPROVEMENT DISTRICT

**Geophysical Services Agreement with Central
Florida Locating, Inc.**

**AGREEMENT BETWEEN THE BOGGY CREEK IMPROVEMENT DISTRICT AND
CENTRAL FLORIDA LOCATING, INC., D/B/A CFL GEOLOGICAL SOLUTIONS,
FOR GEOPHYSICAL SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between:

BOGGY CREEK IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, with a mailing address of 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida, 32817 (“**District**”); and

CENTRAL FLORIDA LOCATING, INC., d/b/a CFL Geological Solutions, a Florida corporation, with a mailing address of 114 N. Jumper Drive, Bushnell, Florida 33513 (the “**Contractor**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure improvements and recreational facilities; and

WHEREAS, the District has a need to retain a professional geophysical company to provide certain geophysical exploration services, as described in more detail herein and in **Exhibit A**, which is attached hereto and incorporated herein by reference (the “**Services**”); and

WHEREAS, the Contractor represents that it is licensed, qualified and capable of providing the Geophysical Services and has agreed to provide such services for the District in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Contractor of the sums of money herein specified, it is mutually covenanted and agreed as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials described in the proposal dated _____, 2021, attached hereto as **Exhibit A**. Contractor shall coordinate the Services with other contractors performing work for the District. Should any questions arise as

to the coordination required, the Contractor shall consult with the District's engineer. Additionally:

- A. The Contractor shall report directly to the District's engineer. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth herein. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- B. This Agreement grants to Contractor the right to enter the District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- C. The District is relying on the Contractor as the expert in this field. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.

SECTION 3. PAYMENT FOR SERVICES. Contractor shall perform the Services identified in Section 2 herein in exchange for payment of the total sum of _____ Dollars (\$ _____) ("Payment"). Such Payment shall be due upon completion of the Services and submission of a final invoice as set forth herein. This Payment includes, but is not limited to, all permits, parts, materials and labor necessary to complete the Services as described herein. Contractor agrees to render a final invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Contractor the Payment within twenty-five (25) days of receipt of such an invoice. The Contractor shall maintain records conforming to usual accounting practices. If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. No additional services shall be provided by the Contractor unless done at the direction of the District.

SECTION 4. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability <i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000

<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide District with a certificate naming the District, its supervisors, officers, staff, representatives and agents as additional insureds. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this Section shall be sent to the District prior to the commencement of any performance under this Agreement.

SECTION 5. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be

exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 7. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 8. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 11. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Contractor: Central Florida Locating, Inc.,
d/b/a CFL Geological Solutions
114 N. Jumper Drive
Bushnell, Florida 33513
Attn: _____

B. If to District: Boggy Creek Improvement District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager

With a copy to: Kutak Rock LLP
P.O. Box 10230
Tallahassee, Florida 32302

Attn: District Counsel

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

SECTION 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 13. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 14. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval is void.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Orange County, Florida.

SECTION 16. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees,

expert witness fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

- B. To the extent of its negligence and to the extent allowed under Florida law, for third party claims, Contractor agrees to indemnify, defend, and hold harmless the District and its supervisors, officers, staff, representatives, and agents from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or of any nature, arising out of, or in connection with the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.
- C. Contractor hereby acknowledges, agrees and covenants that nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law. This Section shall survive any termination of this Agreement.

SECTION 17. TERM. This Agreement shall become effective as of the date first above written, and shall terminate upon completion of the Services set forth herein and in any amendment hereto, unless cancelled earlier, pursuant to Section 18 below.

SECTION 18. CANCELLATION. The District shall have the right to cancel this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to cancel this Agreement upon thirty (30) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement. The District's liability upon cancellation or termination of this Agreement shall be limited to paying for the reasonable value of labor and materials physically incorporated into the Services up to the effective date of cancellation, along with the value of materials specifically fabricated by Contractor for the Services up to the date the notice of cancellation or termination was given, though not incorporated in the Services, but not reasonably usable elsewhere, less payments already made to Contractor, as Contractor's sole means of recovery for cancellation.

SECTION 19. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 20. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Contractor shall: 1) keep and maintain

public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Contractor acknowledges that the designated Public Records Custodian for the District is Jennifer Walden.

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

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Should there be any conflict between this Agreement and **Exhibit A**, the terms and conditions of this Agreement shall prevail.

SECTION 24. WAIVER OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for loss of profit (whether direct or indirect) or for any indirect, consequential, punitive or special loss or damage, including without limitation loss of profits, revenue, business, or anticipated savings (even when advised of their possibility).

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

Witness:

BOGGY CREEK IMPROVEMENT DISTRICT

Signature of Witness

_____, Board of Supervisors

Print Name

Witness

**CENTRAL FLORIDA LOCATING, INC., d/b/a CFL
Geological Solutions, a Florida corporation**

Signature of Witness

By: _____

Print Name

Print Name: _____

Title: _____

Exhibit A: Proposal dated 12-09-21

EXHIBIT A



PO Box 1468
Bushnell, FL 33513
833-229-2227
cfl-inc.com

Central Florida Locating, Inc.

DBA **CFL Geological Solutions**

Date: 12-09-21

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

Attn: Mr. Richard Levey, Chairman, Board of Supervisors

E-Mail: Scott Grossman, PSM, Executive VP, Director of Survey - Donald W. McIntosh Associates, Inc. (DWMA) <sgrossman@dwma.com>

Project: Lake Nona - Laureate Boulevard and Veterans Way Signal Pole Design (DWMA 21665) CFL 21206

CFL is pleased to provide a proposal to Boggy Creek Improvement District based upon scope of services requested by Scott Grossman of DWMA, may be subject to change should the requirements change, is valid for thirty (30) days from date of proposal, and is Non-Transferrable.

SCOPE OF SERVICES

Geophysical Horizontal Locating Methodologies: 2D Ground Penetrating Radar (GPR) and Electromagnetic (EM) Technologies

- CFL will utilize 2D GPR and EM technologies to horizontally locate detectable underground utilities within the red outlined area as shown on the attached image. The locate area will need to be designated at time of work.
- CFL will use paint, flags, chalk, and tape to mark located utilities and will provide a technician’s field drawing of located utilities.
- CFL’s scope of services does not include the locating of abandoned utilities that are no longer locatable; cut utilities; electrical lines and lighting systems that are not energized at time of locate work; low voltage lines; roof drains; small irrigation lines; gravity sewer; storm lines; unshielded FOC, poly pipes, and small PVC pipes with no or non-working tracer wire; and vacant conduits. Scope of Services additional information and limitations continues in Terms and Conditions of proposal.
- CFL requests that client and/or client representative provide available as-builts, engineering prints, etc. of existing utilities.
- *CFL can only perform GPR Scanning & EM Locating in accessible areas that are clear of obstacles such as construction materials, dirt/materials mounds, fencing, high weeds, landscaping, machinery, pipes, standing water, steep banks, trees, undergrowth, uneven terrain, vehicles, etc.*

IF NEEDED: Vertical Excavations – Dirt Soft Digs and Asphalt/Concrete Core Bores

- CFL will vertically expose horizontally located utilities within grassed/dirt sites designated by DWMA.
- CFL will vertically expose horizontally located utilities within asphalt and/or concrete sites designated by DWMA.
- If conditions allow, CFL will provide the depth, approximate outside diameter size, and material type for each exposed utility.
- CFL is not responsible for damage to landscaping within designated vertical excavation sites.
- If Permitting Agency requires repair work of asphalt or concrete core bore sites that exceeds the normal patching of a small core bore hole, the client will need to contract with a licensed contractor for the specified work.
- If core bores are requested within brick/colored concrete areas, the client will need to contract with a licensed contractor for repair work.

WEEKDAY DAYTIME COSTS

Geophysical Horizontal Utility Locating -----	\$11,500.00
<i>IF NEEDED: Weekday Daytime Vertical Excavations – Up to 6 Dirt Soft Digs @\$400.00 each (6 Hole Minimum)-----</i>	\$2,400.00*
<i>IF NEEDED: Weekday Daytime Vertical Excavations – Up to 6 Core Bores @\$550.00 each (6 Hole Min Ch) -----</i>	\$3,300.00**
<i>ESTIMATED Additional Costs Associated with Vertical Excavations (Permits, Traffic Control, etc.)-----</i>	\$8,400.00***

Vertical Excavations not performed within 30 days of completion of horizontal locate work will need to be quoted.

**DAYTIME-WEEKDAY Dirt Soft Digs over 6 will be invoiced at \$400.00 Per Hole, Per Mobilization with a 6 Hole Minimum Charge.*

***DAYTIME-WEEKDAY Asphalt/Concrete Core Bores over 6 will be invoiced at \$550.00 Per Hole, Per Mobilization with a 6 Hole Minimum Charge.*

****Associated Costs are Estimated and will be invoiced based on costs incurred by CFL.*

Note: If Permitting Agency requires Vertical Excavations to be performed at night/weekends, CFL will provide a separate proposal for cost.

CERTIFICATE OF INSURANCE (COI) and W-9 -- CFL’s COI and W-9 are attached to Services Proposal.

If COI requires revisions, the client’s COI requirements will need to be provided to CFL prior to Authorization to Proceed being issued.

PAYMENT - A Lump Sum invoice will be submitted via e-mail to client and is due net 30 in full with no retainage.

SCHEDULE - Work start date will be provided upon receipt of an Authorization to Proceed.

Regards,

Sandra Rickerson,

President, Central Florida Locating, Inc.

AUTHORIZATION TO PROCEED (ATP) - Executed CFL Proposal

ATP - Client legally authorizes CFL to proceed and acknowledges that Scope of Services, Compensation, Payment Terms, and Terms and Conditions in this proposal are accepted.

Client: Boggy Creek Improvement District

Date: _____

By: _____

Printed Name: _____

Authorized Agent’s Signature

Printed Name of Authorized Agent

Job Number/Name (If Applicable): _____

Accounts Payable E-MAIL Address for Invoice: _____

PLEASE E-MAIL EXECUTED DOCUMENT TO: Contracts@cfl-inc.com

Innovative and Reliable Solutions



(A) LIMITS OF GPR AND ELECTROMAGNETIC SERVICES: If Services are Provided

CFL will make every effort to horizontally detect the underground utilities, objects or voids described in the Scope of Work or as requested at the time of work within the designated work area(s). However, CFL cannot mark utilities/objects/voids that are undetectable. Therefore, CFL **cannot guarantee** that all subsurface utilities/objects/voids will be accounted for. Locate limitations that CFL will not be held liable for include but are not limited to:

- **GROUND PENETRATING RADAR (GPR):**
 - GPR investigations are highly site specific and can be limited by attenuation of GPR signals by subsurface materials.
 - GPR investigations are limited by uneven terrain conditions, bushes, trees, debris, etc.
 - All vertically stacked utilities/objects may not be detected since GPR signals are reflected by the top most utility/object.
 - Some utilities/objects may not return a reflected signal to the GPR receiver.
 - GPR scans cannot be made immediately next to buildings/objects due to equipment restrictions.
 - Pipes with little or no liquid content at time of locate work may not be detected with GPR.
- **ELECTROMAGNETIC LOCATING :**
 - The number of access points within designated locate area(s) may be limited or non-existent.
 - Utility or property owner may restrict or deny the use of utility access points.
 - Utility may not adequately carry the imposed current from the electromagnetic locate equipment.
 - Fiber & other non-metallic lines with no or non-working tracer wire are untoneable with electromagnetic locate equipment.

(B) DESIGN ENGINEER and CONTRACTORS

Due to locate limitations, the client's/owner's Design Engineer is expected to gather and identify existing facility information from various prints and underground facility owners/operators to confirm that no other subsurface utilities/objects are present in the project area, and Contractors are responsible to abide by Florida Statutes 556.106 - Sunshine 811.

(C) FIELD DRAWINGS/PRINTS/REPORTS

CFL is not liable for any print, survey, field drawing or report that identifies or fails to identify CFL detected utilities or objects. CFL field drawings represent the requested scope of services within designated area(s) as of date of work; may not reflect a comprehensive utility survey of all subsurface utilities/objects; are not technical drawings created by a professional such as surveyor, engineer, or draftsman; are not drawn to scale and only depict an approximate location of referenced utilities/objects; are not created based on any type of drawing standards; and are for informational purposes only.

(D) MACHINE DEPTHS: If Service is Provided

Machine depths are approximate readings, **are not guaranteed depths**, are provided for informational purposes only, and should not be relied upon for any type of subsurface work. CFL will not accept any responsibility for actions taken based on provided machine depths.

(E) VERTICAL EXCAVATION (DIRT SOFT DIG): Information/Limitations: If Service is Provided

Soft Digs are made within grassed or otherwise unpaved surface conditions to a maximum depth of approximately 8 feet to determine the depth of the utility/object. If requested, CFL also will provide the size and material type.

- Soft Dig vertical depth measurements are made from the top of each exposed utility/object to the ground surface.
- The vertical depth range and visual inspection ability is dependent on events such as ground water level.
- Client must obtain/provide CFL with any required soft dig permits before soft dig work is performed. Client will be responsible for any permitting soft dig fines assessed by governing agency.

(F) CORE BORE WITH VERTICAL EXCAVATION (DIRT SOFT DIG): Information/Limitations: If Service is Provided

A Core Bore is made in asphalt or concrete to vertically expose a utility/object to determine the depth of the utility/object from the top of the utility/object to the pavement surface.

- Vertical Excavation limits apply (See Item E).
- Test hole will be backfilled with like materials compacted in 6" lifts or with a flowable fill mixture.
- The current asphalt thickness will be replaced with double asphalt thickness.
- **Asphalt/Concrete Core Bore Permits are to be furnished to CFL by the client prior to work being scheduled.** Client is responsible for cost of all permits, MOT, Traffic Control, and any permitting fines assessed by governing agency.

(G) DIRECT PUSH SOIL SAMPLING: Information/Limitations: If Service is Provided

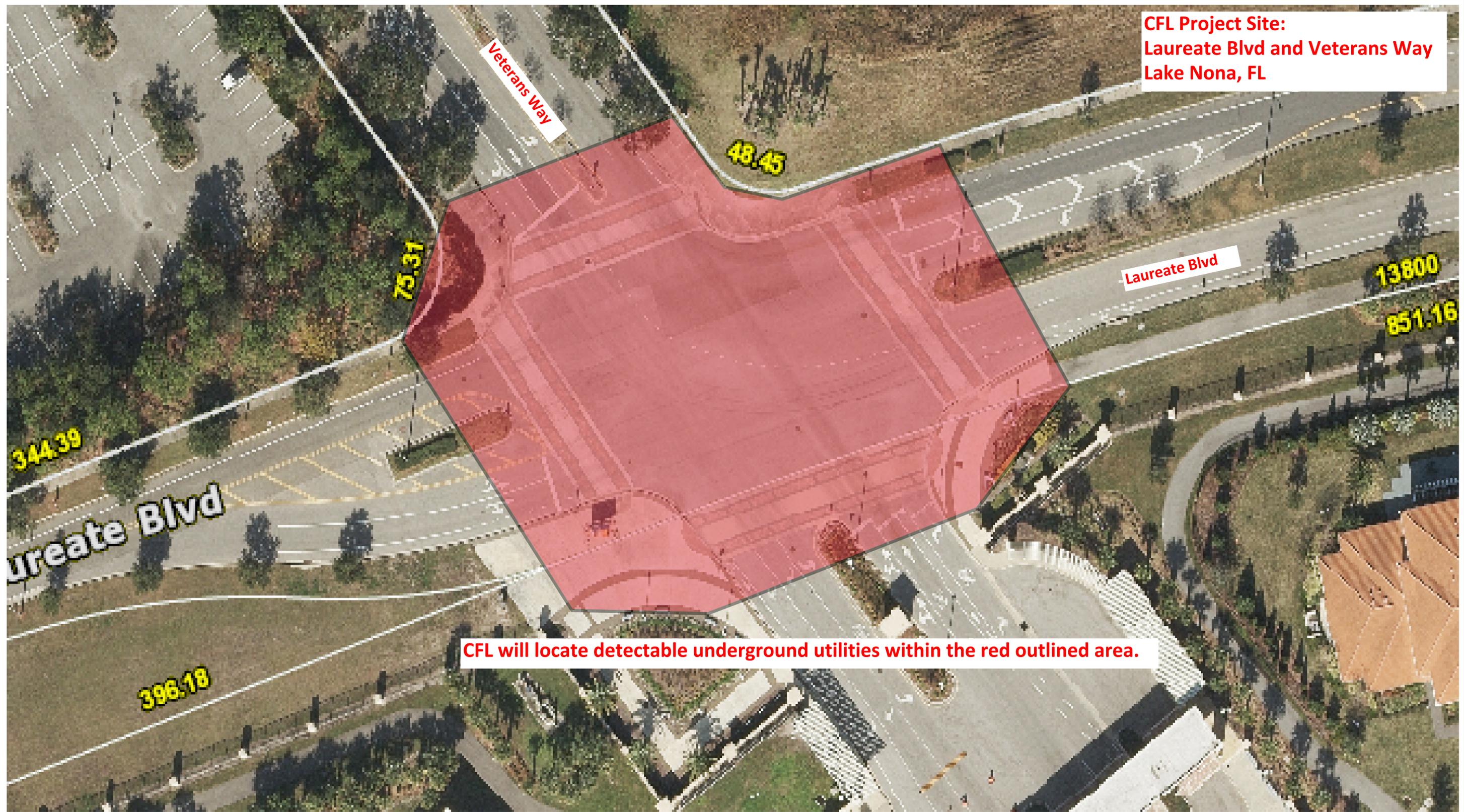
Direct Push Soil Sampling limitations that CFL will not be held liable for include but are not limited to:

- Direct push rods may not penetrate to desired depth due to subsurface sediment and/or material hardness.
- Direct push rods may not penetrate through consolidated sediment, rock and/or debris.

(H) CERTIFICATE OF INS (COI): New/Revised COI Requests

- Client COI requirements must be provided to CFL prior to the Authorization to Proceed being issued.
- CFL will invoice client for all costs associated with client COI requirements that incur billable charges to CFL.

**CFL Project Site:
Laureate Blvd and Veterans Way
Lake Nona, FL**



CFL will locate detectable underground utilities within the red outlined area.



Central Florida Locating, Inc.
DBA **CFL Geological Solutions**

114 N Jumper Drive
Bushnell, FL 33513
Office: (352) 793-4246
Fax: (352) 793-8675

*"Innovative and Reliable
Subsurface Solutions"*

Client:
Boggy Creek Improvement District

Project:
Utility Locates - Signal Pole Design Project

Methods:
2D Ground Penetrating Radar (2D GPR) and Electromagnetic (EM)

Date:
12/9/21

Proposal

Sheet:
1 of 1

Additional Notes:

Central Florida Locating, Inc. (CFL), is an Associate Member of the Florida Sunshine State One Call System.

Central Florida Locating, Inc. (DBA) CFL Geological Solutions is a Florida licensed Geology Business (GB 801).

Disclaimer: Central Florida Locating, Inc. (CFL) will not be held responsible for any information provided in this drawing, any action taken as a result of reading this drawing, or any utilities listed and not listed in this drawing. Furthermore, CFL cannot guarantee that all utilities and voids have been accounted for and cannot be held liable for undetected utilities/voids. If digging in any of the areas described in this drawing, please call CFL at (352) 793-4246 to have the utilities located. This drawing may not be reproduced without the written consent of CFL.

BOGGY CREEK IMPROVEMENT DISTRICT

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

**AGREEMENT BETWEEN THE BOGGY CREEK IMPROVEMENT DISTRICT AND
PROFESSIONAL SERVICE INDUSTRIES, INC. FOR GEOTECHNICAL AND SOIL
TESTING ENGINEERING SERVICES**

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2021, by and between:

BOGGY CREEK IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, with a mailing address of 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida, 32817 (“District”); and

PROFESSIONAL SERVICE INDUSTRIES, INC., a Delaware corporation, with a mailing address of 1748 33rd Street, Orlando, Florida 32839 (the “Contractor”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure improvements and recreational facilities; and

WHEREAS, the District has a need to retain a professional geotechnical engineer to provide certain geotechnical exploration and engineering services, as described in more detail herein and in **Exhibit A**, which is attached hereto and incorporated herein by reference (the “Services”); and

WHEREAS, the Contractor represents that it is licensed, qualified and capable of providing the Geotechnical Services and has agreed to provide such services for the District in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Contractor of the sums of money herein specified, it is mutually covenanted and agreed as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials described in the proposal dated December 22, 2021, attached hereto as **Exhibit A**. Contractor shall coordinate the Services with other contractors performing work for the District. Should any questions arise

as to the coordination required, the Contractor shall consult with the District's engineer. Additionally:

- A. The Contractor shall report directly to the District's engineer. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth herein. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- B. This Agreement grants to Contractor the right to enter the District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- C. The District is relying on the Contractor as the expert in this field. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.

SECTION 3. PAYMENT FOR SERVICES. Contractor shall perform the Services identified in Section 2 herein in exchange for payment of the total sum of **\$9,748.00** ("Payment"). Such Payment shall be due upon completion of the Services and submission of a final invoice as set forth herein. This Payment includes, but is not limited to, all permits, parts, materials and labor necessary to complete the Services as described herein. Contractor agrees to render a final invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Contractor the Payment within twenty-five (25) days of receipt of such an invoice. The Contractor shall maintain records conforming to usual accounting practices. If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. No additional services shall be provided by the Contractor unless done at the direction of the District.

SECTION 4. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	

<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide District with a certificate naming the District, its supervisors, officers, staff, representatives and agents as additional insureds. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this Section shall be sent to the District prior to the commencement of any performance under this Agreement.

SECTION 5. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or

anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 7. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 8. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 11. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to Contractor:** Professional Service Industries, Inc.
1748 33rd Street
Orlando, Florida 32839
Attn: Luis E. Calderon, E.I.

- B. If to District:** Boggy Creek Improvement District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager

- With a copy to:** Kutak Rock LLP

P.O. Box 10230
Tallahassee, Florida 32302
Attn: District Counsel

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

SECTION 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 13. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 14. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval is void.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Orange County, Florida.

SECTION 16. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees, expert witness fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. To the extent of its negligence and to the extent allowed under Florida law, for third party claims, Contractor agrees to indemnify, defend, and hold harmless the District and its supervisors, officers, staff, representatives, and agents from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or of any nature, arising out of, or in connection with the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.
- C. Contractor hereby acknowledges, agrees and covenants that nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law. This Section shall survive any termination of this Agreement.

SECTION 17. TERM. This Agreement shall become effective as of the date first above written, and shall terminate upon completion of the Services set forth herein and in any amendment hereto, unless cancelled earlier, pursuant to Section 18 below.

SECTION 18. CANCELLATION. The District shall have the right to cancel this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to cancel this Agreement upon thirty (30) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement. The District's liability upon cancellation or termination of this Agreement shall be limited to paying for the reasonable value of labor and materials physically incorporated into the Services up to the effective date of cancellation, along with the value of materials specifically fabricated by Contractor for the Services up to the date the notice of cancellation or termination was given, though not incorporated in the Services, but not reasonably usable elsewhere, less payments already made to Contractor, as Contractor's sole means of recovery for cancellation.

SECTION 19. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 20. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Contractor shall: 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Contractor acknowledges that the designated Public Records Custodian for the District is Jennifer Walden.

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

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Should there be any conflict between this Agreement and **Exhibit A**, the terms and conditions of this Agreement shall prevail.

SECTION 24. WAIVER OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for loss of profit (whether direct or indirect) or for any indirect, consequential, punitive or special

loss or damage, including without limitation loss of profits, revenue, business, or anticipated savings (even when advised of their possibility).

[remainder of page intentionally left blank]

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

Witness:

BOGGY CREEK IMPROVEMENT DISTRICT

Signature of Witness

_____, Board of Supervisors

Print Name

Witness

PROFESSIONAL SERVICE INDUSTRIES, INC.,
a Delaware corporation

Cindy Demeter

By: 

Signature of Witness

Cindy Demeter

Print Name

Print Name: Robert A. Trompke, P.E.

Title: Florida Geotechnical Practice Leader

Exhibit A: Proposal dated December 22, 2021



Proposal Number: 0757-360901
Revised December 22, 2021

Professional Service Industries, Inc.
1748 33rd Street, Orlando, FL 32839
Phone: (407) 304-5560
Fax: (407) 304-5561

Boggy Creek Improvement District

c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard
Suite 270
Orlando, Florida 32817

ATTN: Mr. Jeffrey J. Newton, P.E., President
Donald W. McIntosh Associates, Inc.

RE: Proposal
Geotechnical Engineering Services
Mast Arm Structures
Intersection of Laureate Blvd. and Veterans Way
Boggy Creek Improvement District
Orange County, Florida
PSI Proposal No. 0757-3609901

Dear Mr. Newton:

Pursuant to your request for proposal, **Professional Service Industries, Inc. (PSI), an Intertek Company**, is pleased to submit the following revised fee proposal for performance of a subsurface exploration program at the site of the referenced project. This proposal was revised to address the comments made by the designer from ATKINS.

Project Information

This proposal is for a geotechnical investigation related to a new traffic signal to be constructed at the intersection of Laureate Boulevard and Veterans Way by the Boggy Creek Improvement District, in Orange County, Florida. It is our understanding that the new traffic signals will be located at the entrance just north of the Veterans Affairs Medical Center. As we understand it, four(4) mast arm structures, and possibly five(5) are proposed at the intersection of Laureate Boulevard and Veterans Way. Locations and number for the proposed traffic signals have not been provided to us in preparation of this proposal. It is assumed that the City of Orlando right-of-way permit will be obtained by PSI, if required. In addition, access to the sidewalks will be temporary closed for pedestrians while work is being performed at each specific boring location. PSI's subcontractor ACME will provide the proper Maintenance of Traffic (MOT) to close the sidewalk during drilling operations.

Engineering Certificate of Authorization 3684
www.intertek.com/building





Scope of Geotechnical Services

Our fee proposal includes the following work items.

1. Review readily available published geologic and topographic information. This published information will be obtained from the appropriate quadrangle map published by the United States Geological Survey (USGS) and the "Soil Survey of Orange County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).
2. PSI will execute a program of subsurface sampling and field testing. As requested, we will perform a total of four (4) Standard Penetration Test (SPT) borings to depths of 30 feet at the approximate structure locations. In addition, we anticipate performing two (2) concrete cores in the existing sidewalk prior to drilling and patching the sidewalk after the drilling is concluded.
3. Visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System. Conduct a limited laboratory testing program to aid in classification of the soils and to determine pertinent engineering properties/parameters. Identify soil conditions at the boring locations and form an opinion of the site soil stratigraphy.
4. Obtain a total of two (2) soil samples from a depth of 2 to 3 feet collected from two of the borings for corrosion series testing. Perform corrosion series test for each sample in accordance with FDOT Design Guidelines. Testing to include pH, chlorides, sulfates, resistivity, and sub-structural environmental classification.
5. Collect groundwater level measurements and estimate the normal wet seasonal high groundwater level.
6. PSI will obtain a right-of-way permit from the City of Orlando and provide MOT for sidewalk closure.
7. The results of the field exploration and laboratory tests will be used in the engineering analysis and in the formulation of our geotechnical recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written report, including soil parameters for use in design of the signal structure drilled shaft foundations. (Design of the drilled shaft foundations will be carried out by others).
8. Optional services for an additional mast arm location. Services will include additional permitting, MOT, field exploration, laboratory testing, and engineering.

Schedule

We are in a position to start work on the assignment immediately upon receipt of authorization to proceed. The first task will be to complete a utility clearance of the site through Call Sunshine. The fieldwork, laboratory services and report preparation will take on the order of 4 weeks to complete. PSI can provide verbal results of our findings and analyses performed as it is completed prior to the issuance of our report.



Throughout the course of our work on the assignment, we will be available for consultation as necessary.

Service Fee

It is proposed the fee for performance of the above-outlined services be determined on a unit price basis in accordance with the attached General Conditions. The fees are outlined in the attached Updated Schedule of Services and Fees and the work will be performed pursuant to our General Conditions. Copies of our Schedule of Services and General Conditions are enclosed herewith and incorporated by reference into this proposal. On the basis of the estimated quantities and the Schedule of Services and Fees, it is estimated the fees will be **\$9,748.00**. If services for an additional mast arm location is required, additional fees of **\$2,300.00** will be added to the above estimated fees.

We appreciate the opportunity to offer our services to your project and look forward to working with you. If this proposal is acceptable, please sign below as notice to proceed and return one (1) copy of this proposal intact to our office. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Sincerely,
PROFESSIONAL SERVICE INDUSTRIES, INC.

Luis E. Calderon, E.I.
Staff Engineer

Mustapha A. Abboud, M.S., P.E.
Sr. Geotechnical Engineer/Principal Consultant

0757-360901 (Laureate Blvd and Veterans Way Mast Arms) Revised_12-22-21

Attachments

- Schedule of Services and Fees
- General Conditions

AGREED TO THIS _____ DAY OF _____,

BY (Please Print): _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____





UPDATED SCHEDULE OF SERVICES AND FEES

**Geotechnical Engineering Services
 Proposed Mast Arm Signal Structures
 Laureate Boulevard and Veterans Way
 Orlando, Orange County, Florida**

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Total Cost</u>
<u>I. FIELD INVESTIGATION</u>				
A. Mobilization of Men & Equipment	1	Trip	\$ 420.00	\$ 420.00
B. Utility Coordination, Permit, and Boring Layout	12	Hours	65.00	780.00
C. Standard Penetration Test (SPT) Borings (0 to 50 feet)	120	L.F.	13.00	1,560.00
D. Grout Seal Boreholes	120	L.F.	5.50	660.00
E. Corrosion Resistance	2	Each	180.00	360.00
F. Maintenance of Traffic (MOT)	2	Each	850.00	1700.00
			Subtotal Field Investigation	\$5,480.00
<u>II. LABORATORY TESTING</u>				
A. Senior Engineering Technician (Stratification)	2	Hours	\$65.00	\$ 130.00
B. -200 Sieve Analyses	12	Each	60.00	720.00
C. Atterberg Limits	3	Each	110.00	330.00
D. Natural Moisture Content	8	Each	12.00	96.00
E. Sidewalk Concrete Coring and Patching	2	Each	150.00	300.00
F. Organic Content	4	Each	60.00	240.00
			Subtotal Laboratory Testing	\$ 1,816.00





III. ENGINEERING SERVICES

A. Chief Engineer	2	Hours	\$ 225.00	\$ 450.00
B. Staff Engineer	16	Hours	85.00	1,360.00
C. CAD Drafting	4	Hours	78.00	312.00
D. Clerical	6	Hours	55.00	330.00
Subtotal Engineering Services				\$2,452.00
TOTAL ALL SERVICES				\$9,748.00

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

GENERAL CONDITIONS

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

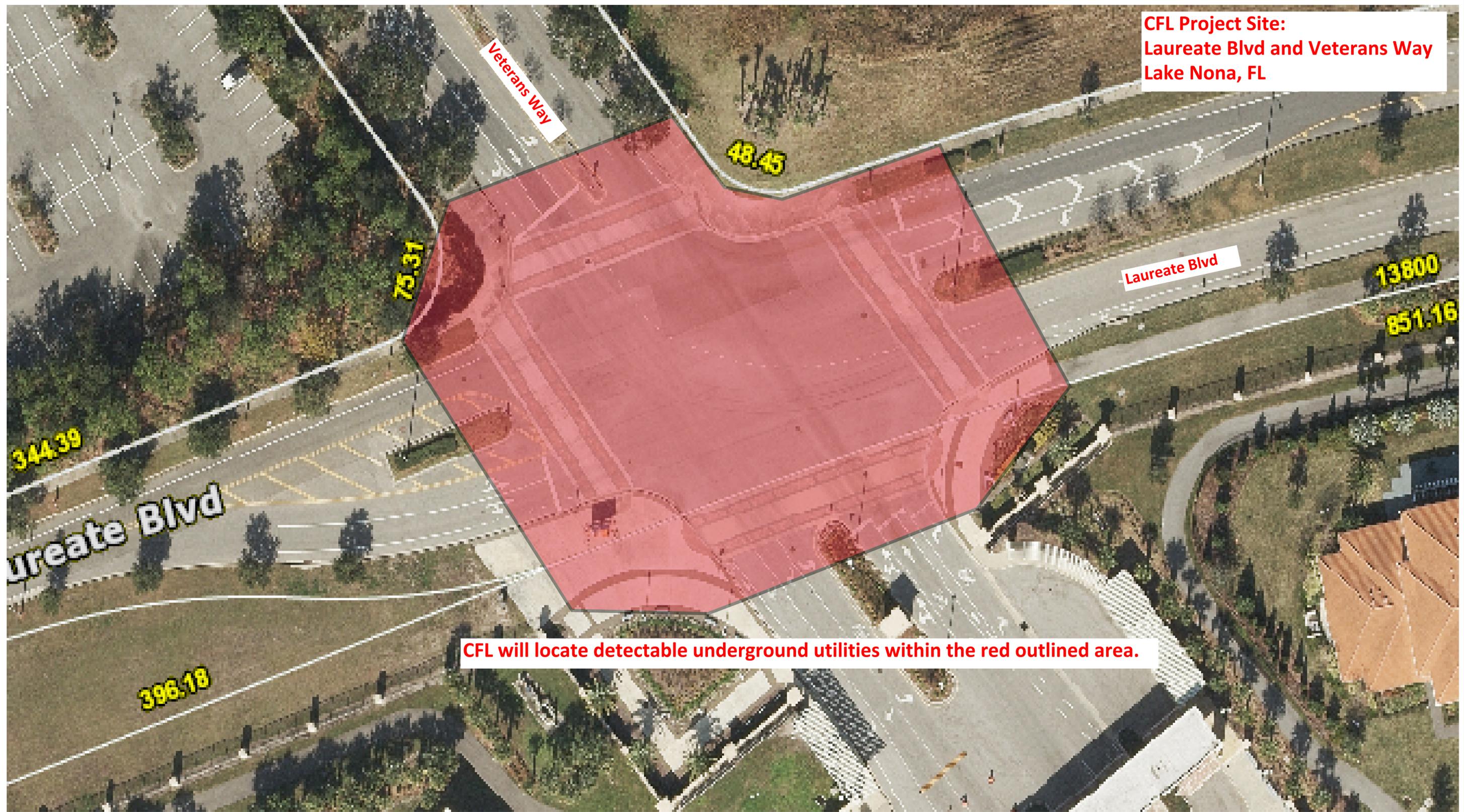
SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

**CFL Project Site:
Laureate Blvd and Veterans Way
Lake Nona, FL**



CFL will locate detectable underground utilities within the red outlined area.



Central Florida Locating, Inc.
DBA **CFL Geological Solutions**

114 N Jumper Drive
Bushnell, FL 33513
Office: (352) 793-4246
Fax: (352) 793-8675

*"Innovative and Reliable
Subsurface Solutions"*

Client:
Boggy Creek Improvement District

Project:
Utility Locates - Signal Pole Design Project

Methods:
2D Ground Penetrating Radar (2D GPR) and Electromagnetic (EM)

Date:
12/9/21

Proposal

Sheet:
1 of 1

Additional Notes:

Central Florida Locating, Inc. (CFL), is an Associate Member of the Florida Sunshine State One Call System.

Central Florida Locating, Inc. (DBA) CFL Geological Solutions is a Florida licensed Geology Business (GB 801).

Disclaimer: Central Florida Locating, Inc. (CFL) will not be held responsible for any information provided in this drawing, any action taken as a result of reading this drawing, or any utilities listed and not listed in this drawing. Furthermore, CFL cannot guarantee that all utilities and voids have been accounted for and cannot be held liable for undetected utilities/voids. If digging in any of the areas described in this drawing, please call CFL at (352) 793-4246 to have the utilities located. This drawing may not be reproduced without the written consent of CFL.

BOGGY CREEK IMPROVEMENT DISTRICT

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

BOGGY CREEK IMPROVEMENT DISTRICT

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

Operation and Maintenance Expenditures For Board Approval

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

The total items being presented: **\$16,081.61**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Boggy Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 11/1/2021 to 11/30/2021

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
66	11/01/21	M	DTE	Down to Earth	\$310.50
67	11/01/21	M	ORLSEN	Orlando Sentinel	\$1,317.52
68	11/03/21	M	CEPRA	Cepra Landscape	\$432.00
69	11/03/21	M	DONMC	Donald W. McIntosh Associates	\$381.50
70	11/03/21	M	HGS	Hopping Green & Sams	\$1,959.50
71	11/03/21	M	VGLOBA	VGlobalTech	\$425.00
BANK SUN REGISTER TOTAL:					\$4,826.02
GRAND TOTAL					\$4,826.02

4,826.02	Checks 3866-3871
11,255.59	PA 517 - OUC invoice paid
16,081.61	Cash Spent

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT
** Denotes broken check sequence.

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #518

10/15/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Down to Earth Landscape & Irrigation Clocks 8 and 10 Repairs	108378	\$ 10.50	FY 2021
2	Orlando Sentinel Legal Advertising Through 10/03/2021 ; Ad: 70 8459	OSC43168163	\$ 1,317.52	FY 2022

TOTAL \$ 1,628.02

10.50	FY 2021
1,317.52	FY 2022

Ryenne Melius

Richard Jurek

Secretary/Assistant Secretary

Chairperson

JL
10/27/21

Boggy Creek Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 2817
LaneA@pfm.com // (407) 23-5 925

RECEIVED
By Amanda Lane at 3:54 pm, Oct 27, 2021

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #520

10/29/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Cepira Landscape Loop Road Sod Replacement	ORL507	\$.00	FY 2022
	Donald W McIntosh Associates Engineering Services Through 10/08/2021	752	\$ 81.50	FY 2021
	Hopping Green & Sams General Counsel Through 09/30/2021	125634	\$,959.50	FY 2021
	VGlobalTech Quarter ADA Audit	145	\$ 00.00	FY 2021
	October Website Maintenance	187	\$.00	FY 2022

TOTAL \$,198.00

,641.00	FY 2021
7.00	FY 2022

Ryenne Melius

Secretary/Assistant Secretary

Richard Jurg

Chairperson

Joyce
11/1/21

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

RECEIVED
By Amanda Lane at 9:14 am, Nov 02, 2021

BOGGY CREEK IMPROVEMENT DISTRICT

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

BOGGY CREEK IMPROVEMENT DISTRICT

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

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from December 1, 2021 through December 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$155,322.39**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #517

10/8/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Aquatic Weed Control October Waterway Service	63325	\$ 835.00	FY 2022
2	Berman Construction October Administrator & Irrigation Specialist	15024	\$ 3,000.01	FY 2022
3	Cepra Landscape Drift Rose Replacement	ORL370	\$ 3,126.00	FY 2021
	September Jasmine Replacement	ORL371	\$ 26,874.00	FY 2021
	October Jasmine Replacement	ORL372	\$ 18,726.00	FY 2022
	Jasmine Removal Irrigation Repairs	ORL378	\$ 1,384.80	FY 2021
	September MI and Repairs	ORL387	\$ 2,711.00	FY 2021
4	Florida Department of Economic Opportunity FY 2021 / 2022 Special District Fee	84701	\$ 175.00	FY 2022
5	Down to Earth Landscape & Irrigation Clock 10 Repairs	107275	\$ 552.45	FY 2021
	October Lawn Maintenance	107501	\$ 20,200.67	FY 2022
6	OUC Acct: 2562183178 ; Service 09/01/2021 - 10/01/2021	--	\$ 9,443.18	FY 2021

TOTAL \$ 87,028.11

44,091.43	FY 2021
42,936.68	FY 2022


Secretary/Assistant Secretary


Chairperson

John King
10/10/21

Boggy Creek Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
LaneA@pfm.com // (407) 723-5925

RECEIVED OCT 19 2021

BOGGY CREEK IMPROVEMENT DISTRICT

Funding Request #027

10/29/2021

Item No.	Payee	Invoice Number	General Fund
1	Hopping Green & Sams BEEP Transportation System Services Through 09/30/2021	125636	\$ 551.00
TOTAL			\$ 551.00

BOGGY CREEK IMPROVEMENT DISTRICT

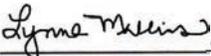
Payment Authorization #521

11/5/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Aquatic Weed Control November Waterway Service	64310	\$ 835.00	FY 2022
2	Berman Construction November Administrator & Irrigation Specialist	15605	\$ 3,000.01	FY 2022
3	Cepra Landscape October Irrigation Repairs	ORL521	\$ 3,231.00	FY 2022
	September Irrigation Repairs	ORL521B	\$ 5,652.24	FY 2021
	Clock 14 Mainline Break	ORL533	\$ 3,348.00	FY 2022
	November Landscape Maintenance	ORL615	\$ 22,428.93	FY 2022
4	Down to Earth Landscape & Irrigation November Interchange Landscape Maintenance	INV109132	\$ 20,200.67	FY 2022
	OUC Acct: 2562183178 ; Service 10/01/2021 - 11/01/2021	--	\$ 11,255.59	FY 2022

TOTAL \$,951.44

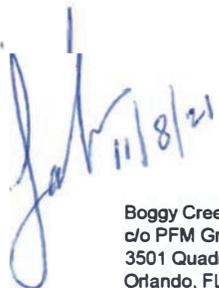
5,652.24	FY 2021
64,299.20	FY 2022



 Secretary/Assistant Secretary



 Chairperson


 11/8/21

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

RECEIVED

By Amanda Lane at 9:08 am, Nov 19, 2021

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #522

11/12/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	erman onstruction Electrical Repair for Controller #13	15159	\$ 41.00	FY 2022
2	VGlobalTech November Website Maintenance	3268	\$ 125.00	FY 2022

TOTAL \$ 866.00

-	FY 2021
866.00	FY 2022



 Secretary/Assistant Secretary



 Chairperson


 11/12/21

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

RECEIVED

By Amanda Lane at 1:44 pm, Nov 19, 2021

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #523

11/19/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Cepra Landscape Palm Replacement	ORL682	\$ 10,455.20	FY 2022
	Donald W McIntosh Associates Engineering Services Through 11/05/2021	41886	\$ 383.00	FY 2022
3	PFM Group Consulting DM Fee: November 2021	DM-11-2021-07	\$ 3,333.33	FY 2022
4	Supervisor Fees - 11/16/2021 Meeting Richard Levey	--	\$ 200.00	FY 2022
	Thad Czapka	--	\$ 200.00	FY 2022

TOTAL \$ 14,571.53

-	FY 2021
14,571.53	FY 2022



 Secretary/Assistant Secretary



 Chairperson


 11/20/21

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

RECEIVED
 By Amanda Lane at 9:07 am, Dec 07, 2021

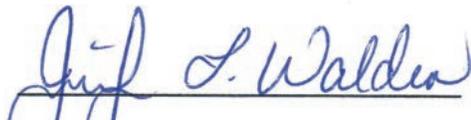
BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #524

12/3/2021

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control December Waterway Service	65323	\$ 835.00
	Berman Construction December Administrator & Irrigation Specialist	16010	\$ 3,000.01
	Cepra Landscape December Landscape Maintenance	ORL832	\$ 22,428.93
	Hopping Green & Sams General Counsel Through 11/12/2021	126036	\$ 3,721.65
5	Orlando Sentinel Legal Advertising Through 11/09/2021 ; Ad: 7065224	OSC44848479	\$ 248.75
6	OUC Acct: 2562183178 ; Service 11/01/2021 - 12/01/2021	--	\$ 9,415.53
7	PFM Group Consulting October Billable Expenses	117967	\$ 8.34

TOTAL \$ 9,698.21


Secretary/Assistant Secretary


Chairperson

John
12/7/21

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

RECEIVED
By Amanda Lane at 10:37 am, Dec 08, 2021

BOGGY CREEK IMPROVEMENT DISTRICT

Funding Request #029

12/3/2021

Item No.	Payee	Invoice Number	General Fund
1	BEEP, Inc. November Insurance, Managed Services, Software	377	\$ 18,000.00
2	Hopping Green & Sams BEEP Transportation System Services Through 11/12/2021	126038	\$ 667.00
		TOTAL	\$ 18,667.00

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #525

12/10/2021

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction Holiday Décor	6337	\$ 400.00
2	PFM Group Consulting Billable Expenses	8292	\$ 39.00
	Quarterly Dissemination - 31/2021	8299	\$,250.00
	DM Fee: December	DM-12-2021-07	\$ 3,333.33
	October Reimbursables	OE-EXP-11-05	\$ 49.52
	Poblocki Sign Company Southeast Lake Nona Aluminum Letter Replacement	55	\$,613.00
	VGlobalTech December Website Maintenance	3354	\$ 5.00
TOTAL			\$,809.85

Lynne Morris

Secretary/Assistant Secretary

Richard Jurek

Chairperson

DL
12/11/21

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

RECEIVED

By Amanda Lane at 11:33 am, Dec 15, 2021

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #526

12/17/2021

On PA 522

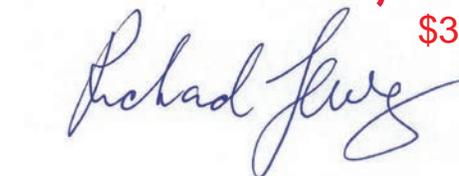
Item No.	Payee	Invoice Number	General Fund
1	Berman Construction Electrical Repair for Controller 13	5159	\$ 741.00
2	Ceptra Landscape Planter Boxes and Perennial Plant Replacement December Interchange Landscape Maintenance	ORL917 ORL919	\$ 7,770.00 \$ 4,211.00
3	Donald W McIntosh ssociates Engineering Services Through 3/2021	42006	\$ 444.00
4	PFM Group Consulting November Reimbursables	OE-EXP-12-08	\$ 37.95

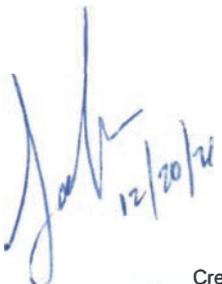
TOTAL

\$ 33,203.95

\$32,462.95


Secretary/Assistant Secretary


Chairperson


12/20/21

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

RECEIVED
By Amanda Lane at 5:47 pm, Dec 20, 2021

BOGGY CREEK IMPROVEMENT DISTRICT

**Requisition Nos. 2018-213 – 2018-215 Paid in
November 2021 in an amount totaling \$5,292.90**

BOGGY CREEK IMPROVEMENT DISTRICT

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

Requisition Recap For Board Approval

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

REQUISITION NO.	PAYEE	AMOUNT
2018-213	Donald W. McIntosh Associates	\$2,210.50
2018-214	Hopping Green & Sams	\$1,189.00
2018-215	Donald W. McIntosh Associates	\$1,893.40
		\$5,292.90

EXHIBIT D

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

DATE:	October 29, 2021	REQUISITION NO:	2018-213
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$2,210.50
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	Invoice 41753 for Project 23218 (Lake Nona Boggy Creek) Through 10/08/2021		

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

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

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

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

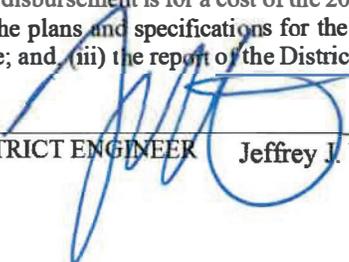
Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL OR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY:  11/1/21
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED
By Amanda Lane at 8:31 am, Nov 02, 2021

EXHIBIT D

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

DATE:	October 29, 2021	REQUISITION NO:	2018-214
PAYEE:	Hopping Green & Sams	AMOUNT DUE:	\$1,189.00
ADDRESS:	119 S. Monroe Street, Ste. 300 PO Box 6526 Tallahassee, FL 32314	FUND:	Acquisition/Construction
ITEM:	Invoice 125635 for Project Construction Through 09/30/2021		

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

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

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

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

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

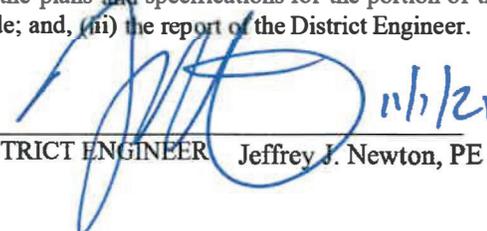
BOGGY CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY: 

DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED
By Amanda Lane at 8:31 am, Nov 02, 2021

EXHIBIT D

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

DATE:	November 19, 2021	REQUISITION NO:	2018-215
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$1,893.40
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">• Invoice 41887 for Project 23218 (Lake Nona Boggy Creek) Through 11/05/2021 – \$1,600.00• Invoice 41899 for Project 21624 (Medical City Drive Widening) Through 11/05/2021 – \$293.40		

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

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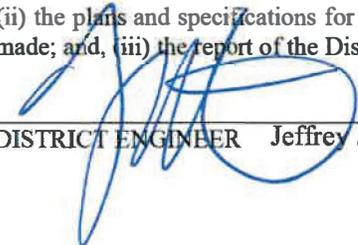
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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  11/22/21
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 8:07 pm, Nov 22, 2021

BOGGY CREEK IMPROVEMENT DISTRICT

**Requisition Nos. 2018-216 – 2018-219 Paid in
December 2021 in an amount totaling \$4,873.92**

BOGGY CREEK IMPROVEMENT DISTRICT

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

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from December 1, 2021 through December 31, 2021. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2018-216	Hopping Green & Sams	\$745.00
2018-217	Blake Land Development	\$2,402.92
2018-218	Donald W. McIntosh Associates	\$1,496.00
2018-219	Orlando Sentinel	\$230.00
		\$4,873.92

EXHIBIT D

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

DATE:	December 3, 2021	REQUISITION NO:	2018-216
PAYEE:	Hopping Green & Sams	AMOUNT DUE:	\$745.00
ADDRESS:	119 S. Monroe Street, Ste. 300 PO Box 6526 Tallahassee, FL 32314	FUND:	Acquisition/Construction
ITEM:	Invoice 126037 for Project Construction Through 11/12/2021		

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

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

BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY: 
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED
By Amanda Lane at 9:19 am, Dec 08, 2021

EXHIBIT D

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

DATE:	December 10, 2021	REQUISITION NO:	2018-217
PAYEE:	Blake Land Development	AMOUNT DUE:	\$2,402.92
ADDRESS:	2555 Sandridge Lane Saint Cloud, FL 34771	FUND:	Acquisition/Construction
ITEM:	Invoice 1079 for Loop Road Brick Pavers		

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

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BOGGY CREEK IMPROVEMENT DISTRICT



BY: _____
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: _____ 12/13/21
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED
By Amanda Lane at 3:08 pm, Dec 14, 2021

EXHIBIT D

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

DATE:	December 17, 2021	REQUISITION NO:	2018-218
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$1,496.00
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	Invoice 42007 for Project 23218 (Lake Nona Boggy Creek) Through 12/03/2021		

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

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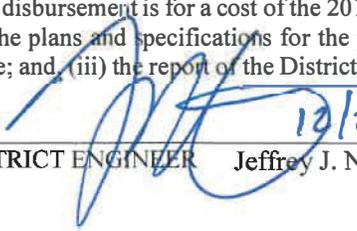
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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY:  12/20/21
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED
By Amanda Lane at 5:44 pm, Dec 20, 2021

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

DATE:	December 17, 2021	REQUISITION NO:	2018-219
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$230.00
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice 45503558000 for Reference OSC45503558 (Ad #7089394) for Construction Legal Advertising of December Construction Committee Meetings (Split Five Ways, Will Be Reimbursed From GID, MCID, PE, MID)		

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

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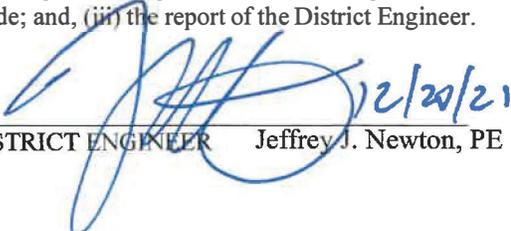
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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT XPENDITURES

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BY: 
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED
By Amanda Lane at 5:44 pm, Dec 20, 2021

BOGGY CREEK IMPROVEMENT DISTRICT

Work Authorization/Proposed Services

BOGGY CREEK IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Laureate Blvd. / Veterans Way Traffic Signal

Brief Description: Survey and Mapping Services for the Traffic Signal at the VA Entrance.

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

Is this work pursuant to an existing Agreement? Yes No

If so, name and date of Agreement: _____

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

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

Is this a continuation of previously authorized work? Yes No

Proposal attached: Yes No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 29,980.00

Recommendation: Approve Deny

By:  1/13/22
Larry Kaufmann, Chairman
Boggy Creek Improvement District Construction Committee

- c: Jennifer Walden
- Tucker Mackie
- Jeffrey Newton
- Lynne Mullins



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

December 16, 2021

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

Subject: Laureate Boulevard/Veterans Way Traffic Signal
Orlando, Florida
DWMA Job No. 21665 (001-004)

Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this Work Authorization to provide professional surveying services to the Boggy Creek Improvement District ("District") for Laureate Boulevard/Veterans Way Traffic Signal ("Project"). The scope of this proposal includes professional surveying services in support of traffic signal design being undertaken by Atkins under a separate agreement with District. DWMA will provide these services pursuant to our current master contract with the Boggy Creek Improvement District dated September 8, 2003, and subsequent amendments ("Contract") as follows:

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS



I. Scope of Work

PROFESSIONAL SURVEYING & MAPPING

A. TOPOGRAPHIC SURVEY - Preparation of the required site topographic survey for final engineering design (NAVD88 Datum) in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes. Utility and site improvement locations will be limited to visible surface features and those underground features flagged by the District's utility locating service. Vertical topographic data and underground utility information will be collected only within the intersection area to ±30 feet beyond the existing crosswalks, as shown on the attached Exhibit A. The remaining area to be surveyed will include only the horizontal location of visible surface features.

B. LOCATE UTILITY FLAGS - Locate underground utility lines as flagged by a utility locating service retained by CLIENT within the area shown on Exhibit A. DWMA will schedule a field appointment with the locating company on a one-time basis, for the purpose of locating the marked utility lines. DWMA will survey the approximate location of these underground lines per the horizontal and vertical markings as established by the locating company. DWMA will be responsible only for the location of the flags and published depths of the utility locating company. Digging marked locations for verification and measuring depths by DWMA is not included. DWMA is not liable for surveying the location of any utility lines not flagged by the locating company.

C. STAKE BORINGS - Stake out and obtain existing ground elevation for five (5) borings (location of borings furnished by Atkins).

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2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068



D. SURVEY VERTICAL TEST HOLES – Survey five (5) vertical test holes in field locates provided to DWMA. Survey of vertical test holes includes field stakeout of test holes to be performed by a utility locating company retained by the CLIENT on the utility crossings as determined by the project engineer for final project design to confirm utility separation, confirmation of utility depths and preparation of survey documents. DWMA will coordinate the field appointments with the locating company on a one-time basis. DWMA will be responsible only for confirmation of the measurements to the top of the exposed utility lines as provided by the locating company. Digging marked locations for verification and additional measurements by DWMA is not included. DWMA is not liable for showing any utility lines or the depths of the utilities not flagged by the locating company. Surveying services will be prepared in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes.

FEE SCHEDULE

Contract Item	Billing Item	Description	Fee
		Professional Surveying & Mapping	
A.	001	Topographic Survey	\$14,685.00
B.	002	Locate Utility Flags	8,230.00
C.	003	Stake Borings	1,270.00
D.	004	Survey Vertical Test Holes	5,795.00
		TOTAL	\$29,980.00

II. Compensation

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

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

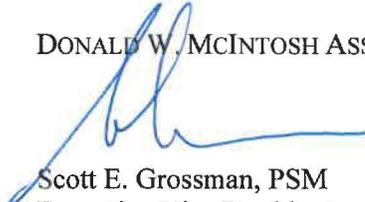


Boggy Creek Improvement District
Laureate Boulevard/Veterans Way Traffic Signal
DWMA Job No. 21665 (001-004)
December 16, 2021
Page 3 of 5

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

Sincerely,

DONALD W. MCINTOSH ASSOCIATES, INC.



Scott E. Grossman, PSM
Executive Vice President

SEG/ls

Attachment: Exhibit A

ACCEPTANCE OF CONTRACT BY:

[Signature]

[Date]

[Name and Title]

[Company]

PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF DONALD W. MCINTOSH ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES

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

BASIS OF PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

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



Boggy Creek Improvement District
BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES
DWMA Job No. 21665 (001-004)
December 16, 2021
Page 5 of 5

on an hourly basis for back-charge to the contractor by CLIENT.

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

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

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

CLIENT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Laureate/Veterans Traffic Signal

Limits of Survey

Legend

- Overall Survey
- Vertical & Utilities

Exhibit A



BOGGY CREEK IMPROVEMENT DISTRICT

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

Boggy Creek Improvement District
Statement of Financial Position
As of 12/31/2021

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$57,710.15				\$57,710.15
State Board of Administration	1,300.88				1,300.88
Due From Other Governmental Units	24,848.39				24,848.39
Deposits	4,550.00				4,550.00
Infrastructure Capital Reserve	60,575.70				60,575.70
Interchange Maintenance Reserve	7,086.53				7,086.53
Debt Service Reserve Series 2013		\$3,946,021.87			3,946,021.87
Debt Service Reserve Series 2018		1,167,762.17			1,167,762.17
Revenue Series 2013		42,954.35			42,954.35
Interest Series 2018		5,826.08			5,826.08
Interest Receivable		0.45			0.45
General Checking Account			\$13,131.74		13,131.74
Acquisition/Construction Series 2013			27,034.96		27,034.96
Due From Other Governmental Units			184.00		184.00
Total Current Assets	<u>\$156,071.65</u>	<u>\$5,162,564.92</u>	<u>\$40,350.70</u>	<u>\$0.00</u>	<u>\$5,358,987.27</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$5,162,564.47	\$5,162,564.47
Amount To Be Provided				41,397,435.53	41,397,435.53
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$46,560,000.00</u>	<u>\$46,560,000.00</u>
Total Assets	<u>\$156,071.65</u>	<u>\$5,162,564.92</u>	<u>\$40,350.70</u>	<u>\$46,560,000.00</u>	<u>\$51,918,987.27</u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$30,924.67				\$30,924.67
Total Current Liabilities	<u>\$30,924.67</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$30,924.67</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$46,560,000.00	\$46,560,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$46,560,000.00</u>	<u>\$46,560,000.00</u>
Total Liabilities	<u>\$30,924.67</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$46,560,000.00</u>	<u>\$46,590,924.67</u>
<u>Net Assets</u>					
Net Assets, Unrestricted	(\$17,637.70)				(\$17,637.70)
Net Assets - General Government	363,257.33				363,257.33
Current Year Net Assets - General Government	(220,472.65)				(220,472.65)
Net Assets, Unrestricted		(\$2,994,061.89)			(2,994,061.89)
Current Year Net Assets, Unrestricted		82,592.78			82,592.78
Net Assets - General Government		8,074,034.03			8,074,034.03
Net Assets, Unrestricted			(\$22,384,631.35)		(22,384,631.35)
Net Assets, Unrestricted			(4,278,816.79)		(4,278,816.79)
Current Year Net Assets, Unrestricted			6,822.68		6,822.68
Net Assets - General Government			26,696,976.16		26,696,976.16
Total Net Assets	<u>\$125,146.98</u>	<u>\$5,162,564.92</u>	<u>\$40,350.70</u>	<u>\$0.00</u>	<u>\$5,328,062.60</u>
Total Liabilities and Net Assets	<u>\$156,071.65</u>	<u>\$5,162,564.92</u>	<u>\$40,350.70</u>	<u>\$46,560,000.00</u>	<u>\$51,918,987.27</u>

Boggy Creek Improvement District

Statement of Activities

As of 12/31/2021

	General	Debt Service	Capital Projects	General Long- Term Debt	Total
<u>Revenues</u>					
Developer Contributions	\$62,218.00				\$62,218.00
Other Assessments		\$1,236,050.44			1,236,050.44
Inter-Fund Group Transfers In		(49.22)			(49.22)
Debt Proceeds		356,779.98			356,779.98
Inter-Fund Transfers In			\$49.22		49.22
Debt Proceeds			135,311.99		135,311.99
Total Revenues	<u>\$62,218.00</u>	<u>\$1,592,781.20</u>	<u>\$135,361.21</u>	<u>\$0.00</u>	<u>\$1,790,360.41</u>
<u>Expenses</u>					
Supervisor Fees	\$800.00				\$800.00
Public Officials' Liability Insurance	3,620.00				3,620.00
Trustee Services	6,345.68				6,345.68
Management	9,999.99				9,999.99
Engineering	827.00				827.00
Dissemination Agent	1,250.00				1,250.00
District Counsel	4,388.65				4,388.65
Assessment Administration	7,500.00				7,500.00
Travel and Per Diem	15.07				15.07
Postage & Shipping	87.47				87.47
Legal Advertising	1,566.27				1,566.27
Miscellaneous	72.27				72.27
Web Site Maintenance	675.00				675.00
Holiday Decorations	400.00				400.00
Dues, Licenses, and Fees	175.00				175.00
Electric	870.87				870.87
Water Reclaimed	6,234.35				6,234.35
General Insurance	4,107.00				4,107.00
Property & Casualty	3,933.00				3,933.00
Irrigation Parts	7,320.00				7,320.00
Landscaping Maintenance & Material	67,168.32				67,168.32
Landscape Improvements	47,807.20				47,807.20
IME - Aquatics Maintenance	814.11				814.11
IME - Landscaping	20,999.01				20,999.01
IME - Lighting	150.04				150.04
IME - Water Reclaimed	61.23				61.23
Entry and Wall Maintenance	2,613.00				2,613.00
Shuttle Financing - Maintenance	36,000.00				36,000.00
Shuttle Financing - Vehicle Cost	25,000.00				25,000.00
Streetlights	12,915.84				12,915.84
Personnel Leasing Agreement	9,000.03				9,000.03
Interest Payments (Series 2013)		\$1,193,100.00			1,193,100.00
Interest Payments (Series 2018)		317,412.63			317,412.63
Engineering			\$3,501.90		3,501.90
District Counsel			745.00		745.00
Legal Advertising			103.25		103.25
Contingency			124,189.10		124,189.10
Total Expenses	<u>\$282,716.40</u>	<u>\$1,510,512.63</u>	<u>\$128,539.25</u>	<u>\$0.00</u>	<u>\$1,921,768.28</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$25.75				\$25.75
Interest Income		\$324.21			324.21
Interest Income			\$0.72		0.72
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$25.75</u>	<u>\$324.21</u>	<u>\$0.72</u>	<u>\$0.00</u>	<u>\$350.68</u>
Change In Net Assets	(\$220,472.65)	\$82,592.78	\$6,822.68	\$0.00	(\$131,057.19)
Net Assets At Beginning Of Year	<u>\$345,619.63</u>	<u>\$5,079,972.14</u>	<u>\$33,528.02</u>	<u>\$0.00</u>	<u>\$5,459,119.79</u>
Net Assets At End Of Year	<u>\$125,146.98</u>	<u>\$5,162,564.92</u>	<u>\$40,350.70</u>	<u>\$0.00</u>	<u>\$5,328,062.60</u>

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 12/31/2021

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Variance
Revenues					
Off-Roll Assessments	\$ -	\$ 230,113.86	\$ (230,113.86)	\$ 920,455.44	0.00%
Developer Contributions	62,218.00	181,329.93	(119,111.93)	725,319.70	8.58%
Carryforward Revenue	158,495.70	6,684.63	151,811.07	26,738.53	592.76%
Net Revenues	\$ 220,713.70	\$ 418,128.42	\$ (197,414.72)	\$ 1,672,513.67	13.20%
General & Administrative Expenses					
Legislative					
Supervisor Fees	\$ 800.00	\$ 1,200.00	\$ (400.00)	\$ 4,800.00	16.67%
Financial & Administrative					
Public Officials' Liability Insurance	3,620.00	962.50	2,657.50	3,850.00	94.03%
Trustee Services	6,345.68	1,750.00	4,595.68	7,000.00	90.65%
Management	9,999.99	10,000.00	(0.01)	40,000.00	25.00%
Engineering	827.00	2,875.00	(2,048.00)	11,500.00	7.19%
Dissemination Agent	1,250.00	1,250.00	-	5,000.00	25.00%
District Counsel	4,388.65	7,500.00	(3,111.35)	30,000.00	14.63%
Assessment Administration	7,500.00	1,875.00	5,625.00	7,500.00	100.00%
Reamortization Schedules	-	62.50	(62.50)	250.00	0.00%
Audit	-	1,250.00	(1,250.00)	5,000.00	0.00%
Arbitrage Calculation	-	300.00	(300.00)	1,200.00	0.00%
Travel and Per Diem	15.07	75.00	(59.93)	300.00	5.02%
Telephone	-	12.50	(12.50)	50.00	0.00%
Postage & Shipping	87.47	125.00	(37.53)	500.00	17.49%
Copies	-	500.00	(500.00)	2,000.00	0.00%
Legal Advertising	1,566.27	2,375.00	(808.73)	9,500.00	16.49%
Bank Fees	-	90.00	(90.00)	360.00	0.00%
Miscellaneous	72.27	750.01	(677.74)	3,000.00	2.41%
Office Supplies	-	62.50	(62.50)	250.00	0.00%
Property Taxes	-	37.50	(37.50)	150.00	0.00%
Web Site Maintenance	675.00	675.00	-	2,700.00	25.00%
Holiday Decorations	400.00	1,500.00	(1,100.00)	6,000.00	6.67%
Dues, Licenses, and Fees	175.00	43.75	131.25	175.00	100.00%
Total General & Administrative Expenses	\$ 37,722.40	\$ 35,271.26	\$ 2,451.14	\$ 141,085.00	26.74%

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 12/31/2021

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Variance
<u>Field Operations Expenses</u>					
Electric Utility Services					
Electric	\$ 870.87	\$ 1,375.00	\$ (504.13)	\$ 5,500.00	15.83%
Entry Lighting	-	125.00	(125.00)	500.00	0.00%
Water-Sewer Combination Services					
Water Reclaimed	6,234.35	7,500.00	(1,265.65)	30,000.00	20.78%
Other Physical Environment					
General Insurance	4,107.00	1,100.00	3,007.00	4,400.00	93.34%
Property & Casualty	3,933.00	1,050.00	2,883.00	4,200.00	93.64%
Other Insurance	-	25.00	(25.00)	100.00	0.00%
Irrigation Repairs	7,320.00	15,000.00	(7,680.00)	60,000.00	12.20%
Landscaping Maintenance & Material	67,168.32	69,209.75	(2,041.43)	276,839.00	24.26%
Landscape Improvements	47,807.20	16,250.00	31,557.20	65,000.00	73.55%
Tree Trimming	-	5,000.00	(5,000.00)	20,000.00	0.00%
Contingency	-	16,251.38	(16,251.38)	65,005.50	0.00%
Pest Control	-	755.00	(755.00)	3,020.00	0.00%
Shuttle Financing					
Insurance	-	1,250.00	(1,250.00)	5,000.00	0.00%
Maintenance	36,000.00	54,000.00	(18,000.00)	216,000.00	16.67%
Vehicle Cost	25,000.00	89,500.00	(64,500.00)	358,000.00	6.98%
BEEP Operating Costs	-	36,579.93	(36,579.93)	146,319.70	0.00%
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	814.11	861.25	(47.14)	3,445.00	23.63%
IME - Irrigation Repair	-	812.50	(812.50)	3,250.00	0.00%
IME - Landscaping	20,999.01	22,092.53	(1,093.52)	88,370.10	23.76%
IME - Lighting	150.04	203.13	(53.09)	812.50	18.47%
IME - Miscellaneous	-	1,056.25	(1,056.25)	4,225.00	0.00%
IME - Water Reclaimed	61.23	406.25	(345.02)	1,625.00	3.77%
Road & Street Facilities					
Entry and Wall Maintenance	2,613.00	3,750.00	(1,137.00)	15,000.00	17.42%
Streetlights	12,915.84	24,097.55	(11,181.71)	96,390.20	13.40%
Parks & Recreation					
Personnel Leasing Agreement	9,000.03	9,000.00	0.03	36,000.00	25.00%
Reserves					
Infrastructure Capital Reserve	-	5,041.67	(5,041.67)	20,166.67	0.00%
Interchange Maintenance Reserve	-	590.00	(590.00)	2,360.00	0.00%
Total Field Operations Expenses	\$ 244,994.00	\$ 382,882.19	\$ (137,888.19)	\$ 1,531,528.67	16.00%
Total Expenses	\$ 282,716.40	\$ 418,153.45	\$ (135,437.05)	\$ 1,672,613.67	16.90%
Income (Loss) from Operations	\$ (62,002.70)	\$ (25.03)	\$ (61,977.67)	\$ (100.00)	
<u>Other Income (Expense)</u>					
Interest Income	\$ 25.75	\$ 25.00	\$ 0.75	\$ 100.00	25.75%
Total Other Income (Expense)	\$ 25.75	\$ 25.00	\$ 0.75	\$ 100.00	25.75%
Net Income (Loss)	\$ (61,976.95)	\$ (0.03)	\$ (61,976.92)	\$ -	

Boggy Creek Improvement District

Budget to Actual

For the Month Ending 12/31/2021

	Oct-21	Nov-21	Dec-21	YTD Actual
Revenues				
Off-Roll Assessments	\$ -	\$ -	\$ -	\$ -
Developer Contributions	-	-	62,218.00	62,218.00
Carryforward Revenue	283,147.54	(124,651.84)	-	158,495.70
Net Revenues	\$ 283,147.54	\$ (124,651.84)	\$ 62,218.00	\$ 220,713.70
General & Administrative Expenses				
Legislative				
Supervisor Fees	\$ 400.00	\$ 400.00	\$ -	\$ 800.00
Financial & Administrative				
Public Officials' Liability Insurance	3,620.00	-	-	3,620.00
Trustee Services	6,345.68	-	-	6,345.68
Management	3,333.33	3,333.33	3,333.33	9,999.99
Engineering	-	383.00	444.00	827.00
Dissemination Agent	-	-	1,250.00	1,250.00
District Counsel	-	-	4,388.65	4,388.65
Assessment Administration	7,500.00	-	-	7,500.00
Reamortization Schedules	-	-	-	-
Audit	-	-	-	-
Arbitrage Calculation	-	-	-	-
Travel and Per Diem	-	-	15.07	15.07
Telephone	-	-	-	-
Postage & Shipping	-	-	87.47	87.47
Copies	-	-	-	-
Legal Advertising	1,317.52	-	248.75	1,566.27
Bank Fees	-	-	-	-
Miscellaneous	-	-	72.27	72.27
Office Supplies	-	-	-	-
Property Taxes	-	-	-	-
Web Site Maintenance	125.00	125.00	425.00	675.00
Holiday Decorations	-	-	400.00	400.00
Dues, Licenses, and Fees	175.00	-	-	175.00
Total General & Administrative Expenses	\$ 22,816.53	\$ 4,241.33	\$ 10,664.54	\$ 37,722.40
Field Operations				
Electric Utility Services				
Electric	\$ -	\$ 438.39	\$ 432.48	\$ 870.87
Entry Lighting	-	-	-	-
Water-Sewer Combination Services				
Water Reclaimed	-	4,013.53	2,220.82	6,234.35
Other Physical Environment				
General Insurance	4,107.00	-	-	4,107.00
Property & Casualty Insurance	3,933.00	-	-	3,933.00
Other Insurance	-	-	-	-
Irrigation Repairs	-	7,320.00	-	7,320.00
Landscaping Maintenance & Material	22,389.44	22,389.44	22,389.44	67,168.32
Landscape Improvements	19,158.00	10,455.20	18,194.00	47,807.20
Tree Trimming	-	-	-	-
Contingency	-	-	-	-
Pest Control	-	-	-	-
Shuttle Financing				
Insurance	-	-	-	-

Boggy Creek Improvement District

Budget to Actual

For the Month Ending 12/31/2021

	Oct-21	Nov-21	Dec-21	YTD Actual
Maintenance	-	18,000.00	18,000.00	36,000.00
Vehicle Cost	25,000.00	-	-	25,000.00
BEEP Operating Costs	-	-	-	-
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	271.37	271.37	271.37	814.11
IME - Irrigation	-	-	-	-
IME - Landscaping	6,565.22	6,565.22	7,868.57	20,999.01
IME - Lighting	-	74.57	75.47	150.04
IME - Miscellaneous	-	-	-	-
IME - Water Reclaimed	-	37.68	23.55	61.23
Road & Street Facilities				
Entry and Wall Maintenance	-	-	2,613.00	2,613.00
Streetlights	-	6,458.30	6,457.54	12,915.84
Parks & Recreation				
Personnel Leasing Agreement	3,000.01	3,000.01	3,000.01	9,000.03
Reserves				
Infrastructure Capital Reserve	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-
Total Field Operations Expenses	\$ 84,424.04	\$ 79,023.71	\$ 81,546.25	\$ 244,994.00
Total Expenses	\$ 107,240.57	\$ 83,265.04	\$ 92,210.79	\$ 282,716.40
Income (Loss) from Operations	\$ 175,906.97	\$ (207,916.88)	\$ (29,992.79)	\$ (62,002.70)
Other Income (Expense)				
Interest Income	\$ 9.16	\$ 8.47	\$ 8.12	\$ 25.75
Total Other Income (Expense)	\$ 9.16	\$ 8.47	\$ 8.12	\$ 25.75
Net Income (Loss)	\$ 175,916.13	\$ (207,908.41)	\$ (29,984.67)	\$ (61,976.95)

Boggy Creek Improvement District
Cash Flow

	Beg. Cash	FY 2021 Inflows	FY 2021 Outflows	FY 2022 Inflows	FY 2022 Outflows	End. Cash
10/1/2020	112,440.84	1.46	(56,312.94)	-	-	62,257.84
11/1/2020	62,257.84	16,669.40	(26,119.08)	-	-	51,331.72
12/1/2020	51,331.72	467,110.80	(88,102.52)	-	-	431,398.00
1/1/2021	431,398.00	55,204.60	(97,740.10)	-	-	388,862.50
2/1/2021	388,862.50	65,861.78	(75,068.08)	-	-	379,656.20
3/1/2021	379,656.20	20,554.08	(58,309.73)	-	-	341,900.55
4/1/2021	341,900.55	213,357.75	(68,399.68)	-	-	486,858.62
5/1/2021	486,858.62	206,218.12	(94,624.12)	-	-	598,452.62
6/1/2021	598,452.62	14,675.60	(30,829.33)	-	(1,728.49)	580,570.40
7/1/2021	580,570.40	700,007.75	(827,825.64)	-	-	452,752.51
8/1/2021	452,752.51	30,615.95	(110,046.05)	-	-	373,322.41
9/1/2021	373,322.41	142,411.38	(183,517.52)	-	(16,277.19)	315,939.08
10/1/2021	315,939.08	18,333.46	(71,709.28)	3.95	(56,830.27)	205,736.94
11/1/2021	205,736.94	1,140.87	(3,383.50)	2.73	(12,698.11)	190,798.93
12/1/2021	190,798.93	551.00	(6,393.24)	82,682.61	(209,929.15)	57,710.15
1/1/2022	57,710.15	-	-	16,823.42	(12,675.82)	61,857.75 as of 01/12/2022
Totals		1,952,714.00	(1,798,380.81)	99,512.71	(310,139.03)	

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

	Amount
Series 2018 Bond Issue	
Original Construction Fund - Not To Exceed	\$ 25,000,000.00
Additions (Interest, Transfers from DSR, etc.)	165,472.06
Cumulative Draws Through Prior Month	(11,576,776.66)
	=====
Construction Funds Available	\$ 13,588,695.40
 Requisitions This Month	
	=====
Total Requisitions This Month	\$ -
	=====
Construction Funds Remaining	\$ 13,588,695.40
 Committed Funding	
Lake Nona Medical City Drive Phase 2 – Developer-owned as of 03/202	-
	=====
Total Committed Funding	\$ -
	=====
Net Uncommitted	13,588,695.40