

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, April 19, 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 February 15, 2022, Board of Supervisors' Meeting**

Business Matters

2. **Review of Fiscal Year 2023 Operations & Maintenance Budget**
3. **Consideration of RFP for Proposals for Construction Services for Traffic Signalization Improvements at the Intersection of Laureate Boulevard and Veterans Way**
4. **Consideration of Resolution 2022-04, Setting a Public Hearing Regarding the District's Intent to Use the Uniform Method as a Result of a Boundary Expansion**
5. **Consideration of Property Appraiser Agreement with Orange County**
6. **Consideration of OUC Transfer Agreement (*provided under separate cover*)**
7. **Consideration of 1st Addendum to Agreement for Traffic Engineering Services for Medical City Drive Widening and Extension with Kittelson**
8. **Consideration of Agreement for Traffic Engineering Services for Power Center Roundabouts with Kittelson**
9. **Ratification of Operation and Maintenance Expenditures Paid in February 2022 in amount totaling \$104,257.05**
10. **Ratification of Operation and Maintenance Expenditures Paid in March 2022 in amount totaling \$80,215.08**
11. **Ratification of Requisition Nos. 2018-222 – 2018-227 in February 2022 in an amount totaling \$17,759.00**
12. **Ratification of Requisition Nos. 2018-228 – 2018-233 in March 2022 in an amount totaling \$33,667.00**
13. **Recommendation of Work Authorizations/Proposed Services (*if applicable*)**
14. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

- A. Staff Reports



1. District Counsel
 2. District Manager
 3. District Engineer
 4. Landscape Supervisor
 5. Irrigation Supervisor
 6. Construction Supervisor
- B. Supervisor Requests

Adjournment



BOGGY CREEK IMPROVEMENT DISTRICT

**Minutes of the February 15, 2022
Board of Supervisors' Meeting**

BOGGY CREEK IMPROVEMENT DISTRICT **BOARD OF SUPERVISORS' MEETING MINUTES**

FIRST ORDER OF BUSINESS

Roll Call to Confirm a Quorum

The Board of Supervisors' Meeting for the Boggy Creek Improvement District was called to order on Tuesday, February 15, 2022, at 3:00 p.m. at Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd, Orlando, FL 32827.

Present:

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

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	(via phone)
Cassie Thompson	PFM	(via phone)
Amanda Lane	PFM	(via phone)
Tucker Mackie	Kutak Rock	
Jeff Newton	Donald W. McIntosh Associates, Inc.	
Larry Kaufmann	Construction Supervisor & Construction Committee Member	(via phone)
Scott Thacker	District Landscape Supervisor	(via phone)

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 January 18, 2022, Board of Supervisors' Meeting

Board Members reviewed the minutes from the January 18, 2022, Board of Supervisors' Meeting.

On Motion by Ms. Bennett, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the January 18, 2022, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

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

Ms. Walden explained this is a clean up resolution for FY 2022 Assessments. Ms. Mackie noted that some of the properties provided by Tavistock didn't include two small parcels. It affected the acreage allocation and the assessment on the direct bills. Because of this the District needs to revise the assessment roll that was attached to the FY 2022 Assessment Resolution.

On Motion by Mr. Czapka, second by Ms. Bennett, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2022-03, Adopting an Amended Assessment Resolution.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-04, Uniform Method

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

SIXTH ORDER OF BUSINESS

Consideration of RFP for District Landscaping & Common Area Maintenance

Ms. Walden explained that District staff has been working on the RFP package for landscape maintenance, and to move forward the Board needs to provide approval of the advertisement and the evaluation criteria. The evaluation criteria included is the same as used the last time the District did this RFP, with 10 points for understanding of scope, 30 points for technical capability, 30 points for experience and 30 points for price.

On Motion by Mr. Tinetti, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved moving forward with the RFP for District Landscaping & Common Area Maintenance and approved the evaluation criteria as presented.

SEVENTH ORDER OF BUSINESS

Consideration of Property Appraiser Agreement

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

EIGHTH ORDER OF BUSINESS

Ratification of Promissory Notes for Medical City Drive Phase 2 a) Infrastructure Improvements Acquisition b) Tract B Land Conveyance

Ms. Mackie explained that the District acquired by the infrastructure and the right-of-way for Medical City Drive Phase 2 a couple months ago. The District has an outstanding note which is being utilized for funding when land or instructure is acquired. However, since it is an interest bearing note, the Developer is asking for the District not to drawn down from the note but to memorialize the District's reimbursement in a promissory note. She added that they are both in amounts approved by the Board for the land and infrastructure acquisition. Ms. Walden added that these items are for ratification as the Chairman has already executed the promissory notes.

On Motion by Ms. Bennett, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Promissory Notes for Medical City Drive Phase 2 for the Infrastructure Improvements Acquisition and the Tract B Land Conveyance.

NINTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in January 2022 in an amount totaling \$26,914.66

The Board reviewed Operation and Maintenance Expenditures Paid in January 2022 in an amount totaling \$26,914.66. Ms. Walden noted these have been approved and need to be ratified by the Board.

On Motion by Mr. Tinetti, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Operation and Maintenance Expenditures Paid in January 2022 in an amount totaling \$26,914.66.

TENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2018-220 – 2018-221 paid in January 2022 in an amount totaling \$1,848.35

The Board reviewed Requisition Nos. 2018-220 – 2018-221 paid in January 2022 in an amount totaling \$1,848.35. Ms. Walden noted these have been approved and need to be ratified by the Board.

On Motion by Mr. Czapka, second by Ms. Bennett, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 2018-220 – 2018-221 paid in January 2022 in an amount totaling \$1,848.35.

ELEVENTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kaufmann explained there are two Work Authorizations. The first one is with Berman for paver repair for \$14,675.05 which includes M.O.T. Discussion ensued regarding the breakdown of costs.

On Motion by Mr. Czapka, second by Ms. Bennett, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Work Authorization with Berman Construction, LLC for a not-to-exceed amount of \$14,675.05 for the paver reset at Lake Nona Boulevard and Nemours Parkway with delegation of authority to Mr. Tinetti to negotiate a lower price.

Mr. Kaufmann explained the second Work Authorization is with Donald W. McIntosh for the Stormwater Management System Needs Analysis in the amount of \$9,840.00. This is a new required item that must be completed per the State of Florida legislation, and it is an extensive report to be completed. Mr. Tinetti asked if this is a yearly report. Ms. Mackie replied that this is similar to the Public Facilities Report in that it is only required to be done every five years. Dr. Levey asked if this item is coming before each of the sister Districts. Mr. Newton replied that this cost will be split between the four Districts involved with the Interchange.

On Motion by Mr. Tinetti, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Work Authorization with Donald W. McIntosh Associates, Inc. for \$9,840.00 for the Stormwater Management System Needs Analysis.

TWELFTH ORDER OF BUSINESS

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

The Board reviewed the District's Financial Statements through January 31, 2022. No action is required by the Board.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel – Ms. Mackie provided an update on items happening in the legislative session and three key items the team is watching. The first item is the ethics training that may be required for the Board of Supervisors. The second item is the early payment discount may be increased which could result in a possible increase in assessments. The third item is the insurance liability cap could be increased from \$200,000.00 to \$1,000,000.00.

District Manager – Ms. Walden noted the next meeting is scheduled for Tuesday, March 15, 2022, which is Spring Break week for many schools. Three Board Members confirmed they would be in attendance.

District Engineer – Mr. Newton noted that there are no active construction projects but the District is at the beginning of the design of the signal at Laureate Boulevard and Veterans Way. The survey base map has been delivered. Dr. Levey stated he was happy that the VA was being kept in the loop and asked if their concern of the fifth pole had been resolved. Mr. Newton replied that their concern had been addressed and he hadn't received any additional feedback. He noted that easements will be needed to complete the project.

Mr. Newton stated that Medical City Drive Phase 2 has been acquired and the next step will be to transfer it to the City of Orlando.

Construction Supervisor – No Report

District Landscape Supervisor- No Report

Irrigation Supervisor – No Report

FOURTEENTH ORDER OF BUSINESS

Supervisor Requests and Adjournment

Mr. Tinetti asked that future proposals have a breakdown of costs to give the Board a better idea. He also asked if the Beep items are being reimbursed by the Developer. Ms. Mackie replied that the District has a funding agreement with the Developer for those items. For the trust agreement with the Bank, were the District not to receive funds from the Developer, the District could assess for it if needed because it is part of the District's operating budget.

On Motion by Ms. Bennett, second by Mr. Czapka, with all in favor, the February 15, 2022, Meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

BOGGY CREEK IMPROVEMENT DISTRICT

**Fiscal Year 2023
Operations & Maintenance Budget**

Boggy Creek Improvement District
FY 2023 Proposed O&M Budget

	Actual Through 03/31/2022	Anticipated 04/2022 - 09/2022	Anticipated FY 2022 Total	FY 2022 Adopted Budget	FY 2023 Proposed Budget
<u>Revenues</u>					
Off-Roll Assessments	\$ 762,343.56	\$ 158,111.88	\$ 920,455.44	\$ 920,455.44	\$ 920,455.44
Developer Contributions	113,595.18	588,604.05	702,199.23	725,319.70	725,319.70
Carryforward Revenue	158,495.70	-	158,495.70	26,738.53	29,438.53
Net Revenues	\$ 1,034,434.44	\$ 746,715.93	\$ 1,781,150.37	\$ 1,672,513.67	\$ 1,675,213.67
<u>General & Administrative Expenses</u>					
Legislative					
Supervisor Fees	\$ 1,600.00	\$ 2,400.00	\$ 4,000.00	\$ 4,800.00	\$ 4,800.00
Financial & Administrative					
Public Officials' Liability Insurance	3,620.00	-	3,620.00	3,850.00	3,850.00
Trustee Services	6,345.68	-	6,345.68	7,000.00	8,500.00
Management	19,999.98	20,000.02	40,000.00	40,000.00	40,000.00
Engineering	3,502.50	7,997.50	11,500.00	11,500.00	11,500.00
Dissemination Agent	2,500.00	2,500.00	5,000.00	5,000.00	5,000.00
District Counsel	12,761.49	17,238.51	30,000.00	30,000.00	35,000.00
Assessment Administration	7,500.00	-	7,500.00	7,500.00	7,500.00
Reamortization Schedules	-	250.00	250.00	250.00	250.00
Audit	-	5,000.00	5,000.00	5,000.00	4,000.00
Arbitrage Calculation	-	1,200.00	1,200.00	1,200.00	1,200.00
Travel and Per Diem	25.91	274.09	300.00	300.00	300.00
Telephone	-	50.00	50.00	50.00	50.00
Postage & Shipping	135.37	364.63	500.00	500.00	500.00
Copies	-	2,000.00	2,000.00	2,000.00	2,000.00
Legal Advertising	2,278.77	7,221.23	9,500.00	9,500.00	9,500.00
Bank Fees	-	360.00	360.00	360.00	360.00
Miscellaneous	72.27	-	72.27	3,000.00	3,000.00
Meeting Room	-	-	-	-	400.00
Office Supplies	125.00	125.00	250.00	250.00	250.00
Property Taxes	-	150.00	150.00	150.00	150.00
Web Site Maintenance	1,060.00	1,640.00	2,700.00	2,700.00	3,000.00
Holiday Decorations	400.00	5,600.00	6,000.00	6,000.00	2,000.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
Total General & Administrative Expenses	\$ 62,101.97	\$ 74,370.98	\$ 136,472.95	\$ 141,085.00	\$ 143,285.00

Boggy Creek Improvement District
FY 2023 Proposed O&M Budget

	Actual Through 03/31/2022	Anticipated 04/2022 - 09/2022	Anticipated FY 2022 Total	FY 2022 Adopted Budget	FY 2023 Proposed Budget
<u>Field Operations Expenses</u>					
Electric Utility Services					
Electric	\$ 2,270.11	\$ 3,229.89	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00
Entry Lighting	-	500.00	500.00	500.00	500.00
Water-Sewer Combination Services					
Water Reclaimed	14,291.76	15,708.24	30,000.00	30,000.00	30,000.00
Other Physical Environment					
General Insurance	4,107.00	-	4,107.00	4,400.00	4,400.00
Property & Casualty	3,933.00	-	3,933.00	4,200.00	4,200.00
Other Insurance	-	-	-	100.00	100.00
Irrigation Repairs	19,295.60	40,704.40	60,000.00	60,000.00	60,000.00
Landscaping Maintenance & Material	134,336.64	142,502.36	276,839.00	276,839.00	276,839.00
Landscape Improvements	55,259.20	10,000.00	65,259.20	65,000.00	65,000.00
Tree Trimming	-	20,000.00	20,000.00	20,000.00	20,000.00
Contingency	-	65,005.50	65,005.50	65,005.50	43,042.37
Pest Control	1,510.00	1,510.00	3,020.00	3,020.00	3,020.00
Shuttle Financing					
Insurance	-	2,500.00	2,500.00	5,000.00	5,000.00
Maintenance	39,510.00	176,490.00	216,000.00	216,000.00	216,000.00
Vehicle Cost (Loan Payment)	82,908.65	275,091.35	358,000.00	358,000.00	358,000.00
BEEP Operating Costs	11,797.00	134,522.70	146,319.70	146,319.70	146,319.70
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	1,628.22	1,628.22	3,256.44	3,445.00	3,445.00
IME - Irrigation Repair	1,546.34	1,703.66	3,250.00	3,250.00	3,250.00
IME - Landscaping	44,604.72	44,604.72	89,209.44	88,370.10	88,370.10
IME - Landscape Improvements	-	-	-	-	13,000.00
IME - Lighting	377.65	434.85	812.50	812.50	1,300.00
IME - Miscellaneous	99.12	4,125.88	4,225.00	4,225.00	6,500.00
IME - Water Reclaimed	173.81	1,451.19	1,625.00	1,625.00	1,625.00
Road & Street Facilities					
Entry and Wall Maintenance	3,493.72	11,506.28	15,000.00	15,000.00	20,000.00
Streetlights	32,428.90	63,961.30	96,390.20	96,390.20	97,590.83
Parks & Recreation					
Personnel Leasing Agreement	18,000.06	17,999.94	36,000.00	36,000.00	36,000.00
Reserves					
Infrastructure Capital Reserve	-	20,166.67	20,166.67	20,166.67	20,166.67
Interchange Maintenance Reserve	-	2,360.00	2,360.00	2,360.00	2,360.00
Total Field Operations Expenses	\$ 471,571.50	\$ 1,057,707.15	\$ 1,529,278.65	\$ 1,531,528.67	\$ 1,532,028.67
Total Expenses	\$ 533,673.47	\$ 1,132,078.13	\$ 1,665,751.60	\$ 1,672,613.67	\$ 1,675,313.67
Income (Loss) from	\$ 500,760.97	\$ (385,362.20)	\$ 115,398.77	\$ (100.00)	\$ (100.00)
<u>Other Income (Expense)</u>					
Interest Income	\$ 50.35	\$ 60.42	\$ 110.77	\$ 100.00	\$ 100.00
Total Other Income (Expense)	\$ 50.35	\$ 60.42	\$ 110.77	\$ 100.00	\$ 100.00
Net Income (Loss)	\$ 500,811.32	\$ (385,301.78)	\$ 115,509.54	\$ -	\$ -

BOGGY CREEK IMPROVEMENT DISTRICT

**RFP for Proposals for Construction Services for Traffic
Signalization Improvements at the Intersection of Laureate
Boulevard and Veterans Way**

**BOGGY CREEK IMPROVEMENT DISTRICT
REQUEST FOR PROPOSALS**

**Construction Services for Traffic Signalization Improvements at the Intersection of
Laureate Boulevard and Veterans Way
City of Orlando, Florida**

The Boggy Creek Improvement District (the “District”) hereby requests proposals to provide services relating to the construction and/or installation of traffic signalization and related improvements, as more specifically set forth in the Project Manual and engineering plans and specifications contained therein.

Electronic copies of the Project Manual will be available for download beginning _____, _____, 2022, at 10:00 a.m. from the District Engineer, Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789 at no cost. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications. Jeffrey J. Newton, P.E., the District’s Engineer, shall be the contact person with regard to the Project Manual.

There will be a **mandatory virtual pre-proposal conference** on _____, _____, 2022, at 11:00 a.m. (EST). The pre-proposal conference may be accessed by calling 1-844-621-3956 or logging in via computer at pfmgroupp.webex.com and entering code 796580192#. Admission to the pre-proposal conference after 11:00 a.m. will be denied. Failure to attend the pre-proposal conference will preclude the District’s consideration of a proposal submitted by a non-attending proposer. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations, and submittal requirements.

The District has the right to reject any and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so. Each proposal shall be accompanied by a proposal guarantee in the form of a bid bond or certified cashier’s check in an amount not less than five percent (5%) of the total bid to be retained in the event the successful proposer fails to execute a contract with the District and file the requisite Performance and Payment Bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award.

Any proposer who wishes to protest the scope of work and selection criteria shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the proposed project plans and specifications or other contract documents, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Orlando, FL 32817. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made on the basis of qualifications according to the evaluation criteria contained within the Project Manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer will have a bonding capacity in the amount of \$1,000,000 or greater; (2) Proposer is pre-qualified with the Florida Department of Transportation to perform the type of work described in the Project Manual and; (3) Proposer is registered with Orange County and the City of Orlando and is a licensed contractor in the State

of Florida. Any and all questions relative to this project shall be directed in writing only to Jeffrey J. Newton, P.E., District Engineer, Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789, no later than Friday, _____, 2022, at 5:00 p.m.

Firms desiring to provide services for this project must submit two (2) printed copies and one copy in electronic portable document format (PDF) of the required proposal no later than **3:00 p.m. on _____, _____, 2022**, at the office of the District Engineer, Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789. Proposals will be publicly opened at such location after the 3:00 p.m. deadline. As a public health precaution, all those who wish to attend the opening of the proposals in person will be asked to wear a mask and socially distance. In light of social distancing requirements, there will be limited space for attendees to physically attend the meeting and only one representative from each proposer will be admitted. All others are welcome to attend through virtual means. To attend the meeting virtually, please call 1-844-621-3956 or log in via computer at pfmgroup.webex.com and enter code 796580192#. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Boggy Creek Improvement District
Jennifer Walden, District Manager

Run Date: _____, _____, 2022

BOGGY CREEK IMPROVEMENT DISTRICT **EVALUATION CRITERIA**

Construction Services for Traffic Signalization Improvements at the Intersection of
Laureate Boulevard and Veterans Way
City of Orlando, Florida

Personnel (20 Points)

E.g., adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.

Experience, Bonding Capacity and Available Equipment (20 Points)

E.g., past record and experience of the respondent in self performing similar projects; past performance for this District in other contracts; character, integrity, reputation of respondent, etc.; current bonding capacity demonstrates ability to perform the work; and equipment type; age and condition; quantity of equipment available; and number of trained operators.

Understanding Scope of Work (5 Points)

Demonstration of the Proposer's understanding of the project requirements.

Schedule (25 Points)

Points available for schedule will be allocated as follows:

20 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

5 Points are allocated for the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance.

Price (30 Points)

Points available for schedule will be allocated as follows:

20 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

Total Points (100 Points)

The Board of Supervisors of the Boggy Creek Improvement District (the "Board") has appointed a Construction Committee for purposes of reviewing and ranking the proposals submitted in response to the Request for Proposals for its above-described Project. The Construction Committee, at a publicly noticed meeting will collectively as a group rank the proposals received in accordance with these Evaluation Criteria. Subsequently, the Construction Committee will make its recommendation with respect to its proposed ranking at a publicly noticed meeting of the Board for the Board's consideration in determining the award of the contract for the Project.

BOGGY CREEK IMPROVEMENT DISTRICT

**Resolution 2022-04,
Setting a Public Hearing Regarding the District's
Intent to Use the Uniform Method as a Result of a
Boundary Expansion**

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*, AS A RESULT OF EXPANSION OF THE DISTRICT'S BOUNDARIES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (the "Board") previously adopted Resolution 2006-04 and 2009-07 authorizing the use of the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, (the "Uniform Method"), over certain lands within the District as described therein; and

WHEREAS, the external boundaries of the District were expanded in order to include additional parcels of land in 2016 (the "Expansion Parcel"); and

WHEREAS, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the Board to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes*; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments for the Expansion Parcels.

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

SECTION 1. A Public Hearing will be held to adopt the Uniform Method on _____, 2022 at _____.m., at _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 19th day of April, 2022.

ATTEST:

Secretary/Assistant Secretary

BOGGY CREEK IMPROVEMENT DISTRICT

Chairperson, Board of Supervisors

BOGGY CREEK IMPROVEMENT DISTRICT

Property Appraiser Agreement with Orange County

NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT

An AGREEMENT made this 1st day of October 2021 between **AMY MERCADO, MBA**, as Orange County Property Appraiser (Property Appraiser) and **Boggy Creek Improvement District**, (Taxing Authority), and is effective upon acceptance by both parties and through September 30, 2022.

1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions necessary to enter into this agreement.

2. The Property Appraiser agrees to perform the following service for the Taxing Authority:

A. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2021 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar for Implementation of Non-Ad Valorem Assessment Roll.

B. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments. Provide subsequent files or reports at request of the Taxing Authority.

C. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and extend that amount against each parcel of real property as stipulated by Taxing Authority.

D. Include the Taxing Authority's non-ad valorem assessments on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.

E. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.

F. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.

3. Taxing Authority agrees to perform the following acts in connection with this agreement:

A. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and carry out its responsibilities under said sections.

B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar For Implementation Of Non-Ad Valorem Assessment Roll.

C. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.

D. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.

4. The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with up-to-date data concerning its boundaries, proposed assessments, and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the district's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.

5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming, or any other associated costs.

On 1st day of October 2021 an administrative fee will be invoiced to the Taxing Authority equivalent to **\$0** per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.

6. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar for Implementation of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.

7. This agreement constitutes the entire agreement between the parties and can only be modified in writing.

8. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.

9. All communications required by this agreement shall be in writing and sent by first class mail, email, or facsimile to the other party.

Notices to the Taxing Authority shall be addressed to:

Boggy Creek Improvement District
Lynne Mullins
PFM Group Consulting LLC
3501 Quadrangle Blvd., Ste. 270
Orlando, FL 32817
mullinsl@pfm.com
(407)723-5935

Notices to the Property Appraiser shall be addressed to:

Carmen Crespo, Director, Accounting and Finance
Orange County Property Appraiser
200 S. Orange Ave., Suite 1700
Orlando, FL 32801
ccrespo@ocpafl.org
(407)836-5353

10. TERMINATION. This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.

ORANGE COUNTY PROPERTY APPRAISER

Signed_____

AMY MERCADO, MBA

Date_____

BOGGY CREEK IMPROVEMENT DISTRICT

Name_____

Signed_____

Date_____

CALENDAR FOR IMPLEMENTATION OF NON-AD VALOREM ASSESSMENTS

On or about April 1st , Property Appraiser to provide the Taxing Authority with an electronic file that includes parcel ID and any other information applicable or requested. Taxing Authority may request this file at any time after January 1st, but must understand that many splits/ combos, annexations, etc., may not be reflected early in the tax year and subsequent files may be necessary. If any additional information is required at any time by Taxing Authority, it should be requested of the Property Appraiser by Taxing Authority, allowing for a reasonable turnaround time. The file shall be in an ascii file, text or excel file, unless another format is requested and agreed upon between parties.

June 1

- Property Appraiser distributes Best Estimate of Taxable Value to all Taxing Authorities.

July 1

- Property Appraiser certifies Preliminary tax roll to all taxing authorities.
- Taxing Authority reviews all assessments and provides final approval for Notice of Proposed Property Taxes (TRIM)

July 15

- Property Appraiser to invoice Administrative Fee for new parcels, if any, assessed and in excess of prior year certified non-ad valorem assessment roll parcel count.

August 4

- Taxing Authority adopts its proposed millage rate and submits to the Property Appraiser for TRIM.

August 24

- Last day Property Appraiser can mail TRIM notices to all property owners on the tax roll.

September 3 – October 3

- Taxing Authority holds initial and final public budget hearings.

September 15

- Taxing Authority certifies final non-ad valorem assessment roll to Property Appraiser on or before September 15 with any changes, additions, or deletions to the non-ad valorem assessment roll since the TRIM notices.

October

- Property Appraiser to mail Non-Ad Valorem Assessment Administration Agreement and invoice for non-ad valorem assessment processing for subsequent tax roll, based upon most recent certified non-ad valorem assessment roll parcel count.
- Property Appraiser delivers the Taxing Authority non-ad valorem assessment roll to the Tax Collector for collection of taxes on November 1 tax bills.

BOGGY CREEK IMPROVEMENT DISTRICT

OUC Transfer Agreement
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

**1st Addendum to Agreement for Traffic Engineering
Services for Medical City Drive Widening and Extension
with Kittelson**

**FIRST ADDENDUM TO AGREEMENT FOR TRAFFIC ENGINEERING SERVICES
(MEDICAL CITY DRIVE WIDENING AND EXTENSION)**

THIS FIRST ADDENDUM ("First Addendum") is made and entered into this ____ day of _____ 2022, 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, whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32801 ("**District**"), and

KITTELSON & ASSOCIATES, INC., a Oregon corporation, with a mailing address of 225 East Robinson Street, Suite 355, Orlando, Florida 32801 ("**Engineer**," and together with the District, the "**Parties**").

RECITALS

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, Florida Statutes.

WHEREAS, because the District had a need to retain an engineer to provide traffic engineering services for the Medical City Drive Widening and Extension project within the District, the District and Engineer entered into the *Agreement for Traffic Engineering Services (Medical City Drive Widening and Extension*, dated November 10, 2020 ("**Agreement**"); and

WHEREAS, Section 21 of the Agreement provides that the Agreement may be amended by an instrument in writing executed by both Parties; and

WHEREAS, the Parties desire to amend Section 4 and Exhibit A of the Agreement to include additional roundabout design and analysis services, and compensation for said services, as identified and described in the Engineer's proposal dated March 22, 2022, attached hereto and incorporated herein by reference as **Attachment A**; and

WHEREAS, each of the Parties has the authority to execute this First Addendum and to perform its obligations and duties hereunder, and each of the Parties has satisfied all conditions precedent to the execution of this First Addendum so that this First Addendum constitutes a legal and binding obligation of each of the Parties hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this First Addendum.

2. The District and Engineer agree that nothing contained herein shall alter or amend the Parties' rights and obligations under the Agreement, except to the extent set forth in this First Addendum. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties.

3. Section 4 of the Agreement is hereby amended to read as set forth below. Text indicated in strikethrough type is deleted and text indicated by bold-face type is added.

COMPENSATION. As compensation for the services identified in Exhibit A and further described herein, District agrees to pay Engineer a sum not-to-exceed ~~Twenty Two~~ **Forty-Eight** Thousand Four Hundred Dollars (~~\$2248,400.00~~). 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. Engineer 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 Engineer the Payment within twenty-five (25) days of receipt of such an invoice. The Engineer shall maintain records conforming to usual accounting practices. If the District should desire additional work or services not provided in Exhibit A, the Engineer 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 Engineer 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 Engineer unless done at the direction of the District.

4. The Parties hereby update the Proposal attached to the Agreement as Exhibit A to include and incorporate as a material part of the Agreement the proposal attached hereto as **Attachment A**.

5. This First Addendum may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

6. This First Addendum shall be effective on the day and year first written above.

[signatures on the following page]

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

ATTEST:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

KITTELSON & ASSOCIATES, INC.

Name: _____

By: _____
Its: _____

Attachment A: Proposal dated March 22, 2022

Attachment A:



March 22, 2022

Project #: 26853

Mr. Jeff Newton, PE
Boggy Creek Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817

RE: BCID Medical City Drive Widening and Extension - Amendment

Dear Jeff:

This letter formally requests your authorization of up to an additional \$26,000 in fees for roundabout preliminary design and analysis services associated with the Medical City Drive widening and extension. As outlined in the attached Scope of Work, the additional fees cover design services for exploring roundabout layout options for the intersection of Lake Nona Boulevard and Medical City Drive. Work by Kittelison includes preliminary horizontal roundabout design. We are submitting this as an amendment to our existing Medical City Drive Traffic Analysis task. All work will be conducted on a time & materials basis.

Please review the attached amendment to the professional services agreement. If the agreement is satisfactory, please return both signed copies. One executed original will be returned for your records. If you have any comments or questions, please do not hesitate to call.

Sincerely,
KITTELSON & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Daniel Torre', is written over a horizontal line.

Daniel Torre, PE
Engineer

AUTHORIZATION FOR AMENDMENT TO PROFESSIONAL SERVICES

PROJECT #: 26853

PROJECT NAME: BCID Medical City Drive Widening and Extension

PROJECT BUDGET: As of March 22, 2022

Project Phase	Task Authorization
Previous Authorized Budget (Tasks 1-5)	\$22,400
Task 6 – Roundabout Operational Analysis	\$6,000
Task 7 – Preliminary Roundabout Design (Optional)	\$20,000
Total Authorized Budget	\$48,400

AUTHORIZATION:

This amendment to professional services agreement, authorizes Kittelson & Associates, Inc. to perform services in addition to the original contract services described in **Part "A"** (See attached **Amendments to Part "A"**) and authorizes an increase in the **Current Authorized Budget** (shown above) to an amount not to exceed the **Total Authorized Budget** shown above. This contract extension is subject to all of the provisions described in **Part "B"** of the original contract.

Approved for:

Accepted for:

TAVISTOCK DEVELOPMENT COMPANY

KITTELSON & ASSOCIATES, INC.

By

By

Title

Title

Date

Date

Project Manager: Daniel Torre, PE

Project Principal: Adam Burghdoff, PE

AMENDMENTS TO EXHIBIT "A"

SCOPE OF WORK

Work specifically to be performed in addition to the original scope of work outlined in Exhibit "A" of the original contract consists of the following:

TASK 6 – ROUNDABOUT OPERATIONAL ANALYSIS

To inform the horizontal roundabout design for the intersection of Lake Nona Boulevard & Medical City Drive, Kittelson will complete a roundabout operational analysis at this location.

Tavistock will provide Kittelson with the latest traffic information for the planned developments north of the intersection (to include the proposed WDI site). This traffic information, along with trip end generation completed in prior tasks, will be utilized to prepare 5-year and buildout traffic volumes for the intersection.

The proposed roundabout will be evaluated for operational feasibility utilizing SIDRA software, implementing the Highway Capacity Manual methodologies. Due to the proposed roundabout being within close proximity to an existing signalized intersection and a proposed interchange, the anticipated travel patterns at the roundabout will need to be evaluated in greater detail. Kittelson will review the nearby roadway network to determine appropriate modifications to the roundabout operational analysis. Based on this review, a sensitivity analysis will be completed for the proposed roundabout utilizing SIDRA software in an effort to identify the capacity constraints that may impact roundabout operational feasibility.

The results of this analysis will be summarized in a DRAFT technical memorandum and submitted to the Client for review. Subsequent to Client review, Kittelson will address any Client comments in a revised FINAL memorandum for Client use. If the operational analysis suggests that a roundabout could function at buildout, then the geometric feasibility analysis (discussed in optional Task 7) would be recommended. If operations are not expected to be acceptable, then geometric feasibility will not be undertaken.

TASK 7 – PRELIMINARY ROUNDABOUT HORIZONTAL DESIGN (OPTIONAL)

Kittelson will prepare a horizontal roundabout design for the intersection of Lake Nona Boulevard and Medical City Drive. The horizontal roundabout designs will support further evaluation of the feasibility of roundabout implementation, potential impacts, and potential extents of reconstruction along Lake Nona Boulevard and Medical City Drive. The product of this task will be exhibits illustrating the roundabout designs and corresponding design checks (e.g. speed control verification, design vehicle paths, and sight-distance checks) to support internal review and external coordination with the City of Orlando. No construction plans are included under this scope of work.

The roundabout lane configurations will be based on traffic analysis conducted in previous tasks. The horizontal design alternative for the roundabout will be prepared utilizing survey data and design files provided by DWMA to tie into the existing Lake Nona Boulevard and Medical City Drive alignments. DWMA will provide all aerials, survey, utility, ROW, and roadway design files necessary for Kittelson to prepare the horizontal roundabout design. The design will be prepared following the principals-based process outlined in *NCHRP Report 672, Roundabouts: An Informational Guide – 2nd Edition* and augmented by Kittelson's practical and research experience.

The following activities will be undertaken as part of Task 7:

1. One preliminary horizontal roundabout layout will be prepared by Kittelson for the intersection of Lake Nona Boulevard & Medical City Drive. Due to the iterative nature of roundabout design, multiple options may need to be tested; however, one initial design will be fully developed and delivered as part of this scope. Requests for an additional alternative will be addressed after receiving additional authorizations. The designs will be developed to a level of detail to illustrate the following basic geometric and pavement marking elements: the locations of curb and gutter lines, raised splitter islands, central island and truck apron, basic pavement markings, crosswalk and ped ramp locations, and initial proposed sidewalk location.
 - a. Deliverable(s):
 - i. PDF format sheets illustrating the roundabout alternatives over aerial photography along with applicable Medical City Drive alignment information.
 - ii. CADD files containing the horizontal design for the roundabout layout.
2. For the roundabout design alternative developed, Kittelson will prepare key design checks to verify adequacy of the horizontal geometry. A package of figures in PDF format will be prepared that documents the design checks. This includes checks of: fastest path vehicle speeds, design vehicle swept paths, and sight distance triangles. The design check package will be compiled in a manner suitable for submission to the reviewing agencies as part of the review package to demonstrate that the design achieves each of the key design principles outlined in NCHRP Report 672.
 - a. Deliverable: Compiled set of design check figures in PDF format for each of the two roundabout design alternatives.

Kittelson will prepare for and attend one meeting with the City of Orlando to discuss horizontal roundabout designs. Requests for major adjustments to the designs after delivery, will be addressed at a time and materials basis after receiving additional authorizations.

BOGGY CREEK IMPROVEMENT DISTRICT

**Agreement for Traffic Engineering Services for Power
Center Roundabouts with Kittelson**

**AGREEMENT FOR TRAFFIC ENGINEERING SERVICES
(POWER CENTER ROUNDABOUTS)**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of April, 2022, 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 Blvd., Suite 270, Orlando, Florida, 32817 (“**District**”); and

Kittelson & Associates, Inc., an Oregon corporation, with an address of 225 East Robinson Street, Suite 355, Orlando, Florida 32801 (“**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, by ordinance of the City Council for the City of Orlando, Florida; and

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, the District desires Engineer to provide the District with certain traffic and roadway related engineering services for the roundabouts located in the Lake Nona Power Center site (“**Project**”), as described in more detail in **Exhibit A (“Proposal”)**; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, it is mutually covenanted and agreed as follows:

1. RECITALS. The recitals set forth above are hereby incorporated into the terms of this Agreement.

2. SCOPE OF WORK. The Engineer will provide certain engineering services as described in the Proposal attached hereto.

3. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District,

provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

4. COMPENSATION. As compensation for the services identified in **Exhibit A** and further described herein, District agrees to pay Engineer a sum not-to-exceed Twenty-Nine Thousand Five Hundred Dollars (**\$29,500.00**). 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. Engineer 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 Engineer the Payment within twenty-five (25) days of receipt of such an invoice. The Engineer shall maintain records conforming to usual accounting practices. If the District should desire additional work or services not provided in **Exhibit A**, the Engineer 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 Engineer 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 Engineer unless done at the direction of the District.

5. TERM. The term of this Agreement will be from the time of execution of this Agreement by both parties until either (1) the Project is complete, or (2) such time as this Agreement is terminated pursuant to its terms.

6. OWNERSHIP & REUSE 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 Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and paid for by the District and shall be considered work for hire.

The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project.

The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement

produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

7. INSURANCE. Subject to the provisions of this Article, the Engineer shall 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	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three years after the one year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

8. CONTINGENCY FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

9. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

10. INDEMNITY. To the extent allowed under section 725.08, *Florida Statutes*, the Engineer agrees to indemnify, defend and hold the District and its officers, supervisors, agents, staff, and representatives and any successors and assigns of the foregoing (together, "**Indemnitees**") harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and costs and all fees and costs of mediation or alternative dispute resolution, which may come against the Indemnitees to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by the Engineer or persons employed or utilized by Engineer in the course of any work done in connection with any of the matters set out in this Agreement.

11. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to section 768.28, *Florida Statutes*, or any other statute or law.

12. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer 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, Engineer 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 Engineer 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 Engineer'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 Engineer, Engineer 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. Engineer acknowledges that the designated Public Records Custodian for the District is Jennifer Walden.

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

13. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

14. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

15. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

16. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

17. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Orange County, Florida.

18. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other, and any purported assignment without such written consent is void.

19. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

20. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

21. 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 of the parties hereto and formally approved by the Board.

22. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

23. EXHIBITS. To the extent of any conflict between this Agreement and its **Exhibit A**, this Agreement shall control. Further, the "Terms and Conditions" referenced in the Proposal do not apply to this Agreement.

24. NOTICES. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

- | | |
|---------------------------|--|
| A. If to Engineer: | Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, Florida 32801
Attn: Adam Burghdoff, P.E. |
| 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
107 West College Avenue
Tallahassee, Florida 32301
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 Engineer may deliver Notice on behalf of the District and the Engineer. 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) day's written notice to the parties and addressees set forth herein.

25. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Attest:

BOGGY CREEK IMPROVEMENT DISTRICT

Assistant Secretary/Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

KITTELSON & ASSOCIATES, INC.

Witness

By: _____
Its: _____

EXHIBIT A - Proposal dated March 22, 2022

EXHIBIT A



225 East Robinson Street, Suite 355
Orlando, FL 32801
P 407.540.0555 F 407.540.0550

March 22, 2022

Project #: 27658

Mr. Jeffrey Newton
Boggy Creek Improvement District
12051 Corporate Boulevard
Orlando, FL 32817

RE: BCID Power Center Roundabouts

Dear Jeffrey:

Attached is a proposal for roundabout preliminary design services associated with the Lake Nona Power Center site. Part "A" identifies our proposed services for the project in accordance with the terms and conditions outlined in Part "B". This scope was developed based on our discussions with you, our review of the proposed development plan, and our familiarity with Lake Nona and the City of Orlando.

We propose to conduct the services (detailed in Part "A" herein) on a lump sum basis for \$29,500 (detailed in Table 1 of the attached Part "B").

This proposal (scope of work, budget, and timeline) is effective for sixty days.

Daniel Torre will serve as the Project Manager and Adam Burghdoff will serve as the Project Principal providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either of us.

Please review this proposal at your earliest convenience. If the attached Professional Services Agreement is satisfactory, please return a signed copy electronically. A fully executed copy will be returned for your records. Thank you for the opportunity to propose on this project. If you have any questions, please call us at 407.373.1121.

Sincerely,
KITTELSON & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Daniel Torre'.

Daniel Torre
Engineer

A handwritten signature in blue ink, appearing to read 'Adam Burghdoff'.

Adam Burghdoff
Principal Engineer

PROFESSIONAL SERVICES AGREEMENT

March 22, 2022

Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, FL 32801
407.540.0555 (P)
407.540.0550 (F)

Boggy Creek Improvement District with an office at 12051 Corporate Boulevard, Orlando FL 32817 (the "CLIENT") hereby enters into this Professional Services Agreement (this "Agreement") with KITTELSON & ASSOCIATES, INC. to perform the services as described in this Agreement's Part "A" - Scope of Work (the "Services") for the BCID Power Center Roundabouts (the "Project"), subject to all of the provisions described in Part "B" Terms and Conditions.

PART A - SCOPE OF WORK

TASK 1 – PRELIMINARY ROUNDABOUT HORIZONTAL DESIGN

Kittelson will prepare a horizontal roundabout design for the two proposed locations along Lake Nona Boulevard, shown in **Figure 1**.



Figure 1: Proposed Roundabout Locations

The horizontal roundabout designs will support further evaluation of the feasibility of roundabout implementation, potential impacts, and potential extents of reconstruction along Lake Nona Boulevard. The product of this task will be exhibits illustrating the roundabout designs and corresponding design checks (e.g. speed control verification, design vehicle paths, and sight-distance checks) to support internal review and external coordination with the City of Orlando. No construction plans are included under this scope of work.

The roundabout lane configurations will be based on traffic analysis conducted in the Lake Nona Power Center Traffic Analysis. The horizontal design alternative for the roundabout will be prepared utilizing survey data and design files provided by DWMA to tie into the existing Lake Nona Boulevard alignment. DWMA will provide all aerials, survey, utility, ROW, and roadway design files necessary for Kittelson to prepare the horizontal roundabout design. The design will be prepared following the principals-based process outlined in *NCHRP Report 672, Roundabouts: An Informational Guide – 2nd Edition* and augmented by Kittelson's practical and research experience.

The following activities will be undertaken as part of Task 1:

1. Two horizontal roundabout designs will be prepared by Kittelson along Lake Nona Boulevard. Due to the iterative nature of roundabout design, multiple options may need to be tested; however, one initial design for each location will be fully developed and delivered as part of this scope. Requests for an additional alternative will be addressed after receiving additional authorizations. The designs will be developed to a level of detail to illustrate the following basic geometric and pavement marking elements: the locations of curb and gutter lines, raised splitter islands, central island and truck apron, basic pavement markings, crosswalk and ped ramp locations, and initial proposed sidewalk location.
 - a. Deliverable(s):
 - i. PDF format sheets illustrating the roundabout alternatives over aerial photography along with applicable Performance Drive alignment information.
 - ii. CADD files containing the horizontal design for the roundabout layout.
2. For each of the two roundabout design alternatives developed, Kittelson will prepare key design checks to verify adequacy of the horizontal geometry. A package of figures in PDF format will be prepared that documents the design checks. This includes checks of: fastest path vehicle speeds, design vehicle swept paths, and sight distance triangles. The design check package will be compiled in a manner suitable for submission to the reviewing agencies as part of the review package to demonstrate that the design achieves each of the key design principles outlined in NCHRP Report 672.
 - a. Deliverable: Compiled set of design check figures in PDF format for each of the two roundabout design alternatives.

Kittelson will prepare for and attend one meeting with the City of Orlando to discuss horizontal roundabout designs. Requests for major adjustments to the designs after delivery, will be addressed at a time and materials basis after receiving additional authorizations.

PART B – TERMS AND CONDITIONS

- I. **GENERAL:** The terms and conditions set forth herein shall govern all services subsequently performed on behalf of CLIENT unless changed by a written agreement signed by KITTELSON & ASSOCIATES, INC. In case any one or more of the provisions contained in this Agreement shall be held unenforceable, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
- II. **LIMITATION OF LIABILITY:** CLIENT AGREES THAT IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT, KITTELSON & ASSOCIATES, INC.'S AGGREGATE JOINT, SEVERAL AND INDIVIDUAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PROFESSIONAL MALPRACTICE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY SHALL BE LIMITED TO AN AMOUNT NO GREATER THAN THREE TIMES THE TOTAL COMPENSATION RECEIVED BY KITTELSON & ASSOCIATES, INC. UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- III. **LIMITATION OF REMEDY:** CLIENT COVENANTS THAT IT WILL NOT, UNDER ANY CIRCUMSTANCES, BRING A LAWSUIT OR CLAIM AGAINST KITTELSON & ASSOCIATES, INC.'S INDIVIDUAL EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS AND THAT CLIENT'S SOLE REMEDY SHALL BE AGAINST KITTELSON & ASSOCIATES, INC.
- IV. **WAIVER OF CONSEQUENTIAL DAMAGES:** NEITHER KITTELSON & ASSOCIATES, INC. NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO FINES, PENALTIES AND LOST PROFITS, WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY.
- V. **INDEMNITY:** To the maximum extent allowed by law, CLIENT and KITTELSON & ASSOCIATES, INC. shall indemnify and hold harmless, but not defend, each other and the indemnified party's employees, officers, directors and agents from, for and against all claims, losses, legal costs and expenses resulting from any bodily injury or property damage, but only to the extent caused by the indemnifying party's negligence.
- VI. **OWNERSHIP OF DOCUMENTS:** KITTELSON & ASSOCIATES, INC is deemed the author and owner of its documents and other instruments of service, and will retain all common law, statutory, and other reserved rights, including copyrights. So long as CLIENT complies with all terms of this Agreement, including but not limited to terms of payment, KITTELSON & ASSOCIATES, INC. grants CLIENT a nonexclusive license to use instruments of professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by CLIENT, without KITTELSON & ASSOCIATES, INC.'s written permission, shall be at CLIENT's own sole risk and CLIENT agrees to defend, indemnify, reimburse and hold harmless KITTELSON &

ASSOCIATES, INC. from all claims, liabilities, losses, costs, damages and expenses, including attorney's fees and expert's fees, related to the reuse by CLIENT or others acting through CLIENT.

VII. **ELECTRONIC DOCUMENTS:** If KITTELSON & ASSOCIATES, INC. provides CLIENT any documents or other instruments of service in electronic form ("Electronic Documents"), acceptance and use of the electronic documents by CLIENT shall be at CLIENT's sole risk and CLIENT shall:

- a. Waive and covenant not to sue KITTELSON & ASSOCIATES, INC. or its employees alleging any inaccuracy or defect of the Electronic Documents.
- b. Agree that KITTELSON & ASSOCIATES, INC. makes no representation with regard to the compatibility of the Electronic Documents with any software or hardware or that the data is fit for any specific use.
- c. Indemnify, hold harmless, reimburse and defend KITTELSON & ASSOCIATES, INC. from, for and against any claim, damage, liability, loss, expense or cost, including attorneys' fees and expert's fees, that may arise from CLIENT'S use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.
- d. CLIENT agrees that prior to use of the Electronic Documents on any project other than the Project, CLIENT shall retain the services of a licensed professional as necessary to review and revise the Electronic Documents for compliance with the local laws, practices and standards of the place where the Project will be located.

VIII. **DISPUTE RESOLUTION:** In any dispute arising out of this Agreement or the Services, with the exception of disputes relating to CLIENT's non-payment, partial payment or late payment of any amount due under an invoice issued by KITTELSON & ASSOCIATES, INC. ("Payment Disputes"), for which the remedy will be in accordance with Article XVI of this Agreement, the Parties shall first attempt to resolve the dispute through good-faith negotiation. In the event that the Parties are unable to resolve the dispute through negotiation, CLIENT agrees that any claim or dispute arising out of this Agreement or the Services, with the exception of Payment Disputes, shall be submitted to non-binding mediation. If the dispute cannot be resolved by mediation, the parties agree to submit their dispute to binding arbitration before a single arbitrator. The arbitration shall be held in Multnomah County, Oregon and shall be conducted by and pursuant to the rules of Arbitration Service of Portland, Inc. (ASP), and the arbitrator shall be chosen in accordance with ASP rules. Except in the case of Payment Disputes, the parties agree that so long as they are making good-faith efforts to resolve the dispute pursuant to the terms of this Article, they shall continue to perform under this Agreement.

IX. **GOVERNING LAW:** Without regard to conflict of laws, the rights and liabilities of the parties under this Agreement shall be governed by the laws of the State of Oregon.

X. **TIME BAR TO LEGAL ACTION:** All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred

and under no circumstances shall any such legal action be initiated by either party after the earlier of three (3) years or the State's applicable statute of limitations, both of which shall commence to run on the last day Services are performed under this Agreement.

- XI. **DIRECT EXPENSES:** KITTELSON & ASSOCIATES, INC.'s Direct Expenses shall be those costs incurred on or directly for the Project, including but not limited to necessary transportation costs including mileage at the current IRS-allowed rates, meals and lodging. Reimbursement for automobiles, meals and lodging, and any other expenses furnished by commercial sources shall be on the basis of actual charges plus a 10% markup.

All communication fees including, but not limited to computer services, telephone, faxes, postage, overnight deliveries, and in-house copies, printing, and binding charges shall be billed on the basis of a per direct labor hour fee when furnished by KITTELSON & ASSOCIATES, INC.

- XII. **PROFESSIONAL SERVICES:** KITTELSON & ASSOCIATES, INC. staff is defined as all permanent and temporary employees, as well as any and all contract labor of KITTELSON & ASSOCIATES, INC. All KITTELSON & ASSOCIATES, INC., staff time spent working on the Project will be billed as applicable per Table 1.

- XIII. **COST ESTIMATE:** Any cost estimates provided by KITTELSON & ASSOCIATES, INC. as part of the Services will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures KITTELSON & ASSOCIATES, INC. cannot warrant that bids, construction or other Project costs will not vary from these cost estimates.

- XIV. **PEER REVIEW:** Any peer review report prepared by KITTELSON & ASSOCIATES INC. as part of the Services herein merely represents its professional, unbiased opinion regarding the deliverable. This opinion is based solely on KITTELSON & ASSOCIATES, INC.'s evaluation of the information provided by CLIENT and should not be considered an exhaustive review, insurance against errors or omissions in the deliverable, or advocacy of the intended project. CLIENT agrees that the purpose and intent of KITTELSON & ASSOCIATES, INC.'s evaluation of the deliverable is to reduce the risk of errors or omissions only and not to eliminate such risk. KITTELSON & ASSOCIATES, INC. offers no warranty or guarantee with regard to any requested peer review performed under this AGREEMENT.

- XV. **TERMINATION FOR CONVENIENCE:** In addition to other rights of termination, either CLIENT or KITTELSON & ASSOCIATES, INC. may terminate this Agreement for its convenience by giving 30 days' written notice to the other party. In such event, CLIENT shall forthwith pay KITTELSON & ASSOCIATES, INC. in full for all work previously authorized and performed prior to effective date of termination as well as all unavoidable expenses incurred prior to termination.

- XVI. **PAYMENT TO KITTELSON & ASSOCIATES, INC./REMEDIES FOR PAYMENT DISPUTES:** Monthly invoices will be issued by KITTELSON & ASSOCIATES, INC. for all services performed under the terms of this Agreement, and reimbursement of direct expenses. A retainer, if applicable, will be required in advance of start of services and will be credited to the final invoice(s) of Project. Invoices are due

and payable within 30 days of receipt. The CLIENT must notify the KITTELSON & ASSOCIATES, INC.'s Project Manager or Project Accountant, in writing, within 30 days of receipt of any disputed charges in an invoice (the "Disputed Charges"). In the event CLIENT gives notice of any Disputed Charges in an invoice, the undisputed invoiced amounts are still due and owing under the terms of this Article. Interest at the rate of 1.5 percent per month, or alternatively at the highest monthly rate allowable in the jurisdiction where the Services are being provided, whichever is higher, will be charged on all past due amounts. Interest charges on past due amounts are in addition to the fixed ceiling for the contract and are not counted in determining whether the fixed ceiling has been reached. CLIENT'S failure to make payments to KITTELSON & ASSOCIATES, INC. within 90 days of the issuance of an invoice shall constitute a material breach of this Agreement and KITTELSON & ASSOCIATES, INC. shall have the option to withhold services until paid or terminate this Agreement. Payment Disputes, including but not limited to disputes over (a) CLIENT's non-payment or late payment of any charge on an invoice; and (b) any charge on an invoice identified by CLIENT as a Disputed Charge, are not subject to the Dispute Resolution and Arbitration provisions of Article VIII of this Agreement, and KITTELSON & ASSOCIATES, INC. may avail itself of any and all available legal and equitable remedies to address such Payment Disputes, including, but not limited, to asserting a lien against the real property where PROJECT is located. In the event KITTELSON & ASSOCIATES, INC. is required to undertake collection actions, or otherwise incur any costs in connection with the collection of amounts owing under a past-due invoice, all such costs shall be the responsibility of CLIENT. KITTELSON & ASSOCIATES, INC. prefers that all payments be made through the Automated Clearing House Network ("ACH"). The following bank account information is provided below for this purpose:

Account Name: Kittelson & Associates, Inc.
Bank Name: Chase Bank
Account Number: 179118350
ABA Number: 325070760
Remittance Advice: apinvoice@kittelson.com

- XVII. **PREVAILING PARTY ATTORNEY FEES:** In the event of any litigation between the parties arising out of this Agreement, including mandatory arbitration under Article VIII of this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees incurred in the litigation.
- XVIII. **ADDITIONAL INSURED:** KITTELSON & ASSOCIATES, INC. shall cause its general liability insurers to name CLIENT as an additional insured.
- XIX. **PROFESSIONAL STANDARDS:** KITTELSON & ASSOCIATES, INC. shall be responsible for performing the Services to the level of competency currently maintained by other practicing professional engineers performing the same type of services in CLIENT'S community. KITTELSON & ASSOCIATES, INC. makes no warranty, guarantee or assurance, express or implied, that the Services will yield or accomplish a perfect or particular outcome for the Project.

XX. **ENTIRE AGREEMENT:** This Agreement constitutes the entire, legally-binding contract between the parties regarding its subject matter and supersede any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written. Amendments to this Agreement will be governed by this Agreement and must be in writing and signed by both the CLIENT and KITTELSON & ASSOCIATES, INC.

XXI. **NO THIRD PARTY RIGHTS:** To the fullest extent permitted by law, no party has any third party beneficiary or other rights arising from or related to the Services.

AUTHORIZATION TO PROCEED: Signing this form shall constitute agreement with all terms and conditions of this AGREEMENT and authorization by CLIENT for KITTELSON & ASSOCIATES, INC. to proceed with performance of the Services as of the date first written above (the "EFFECTIVE DATE").

Table 1:

Project Phase Description	Billing Method	Authorized Amount
Task 1	Lump Sum	\$29,500

Accepted for:

BOGGY CREEK IMPROVEMENT DISTRICT

Signature

Print Name

Title

Date

Approved for:

KITTELSON & ASSOCIATES, INC.

Signature

Print Name

Title

Date

BOGGY CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid in
February 2022 in an amount totaling \$104,257.05**

BOGGY CREEK IMPROVEMENT DISTRICT

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

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from February 1, 2022 through February 28, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$104,257.05**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Boggy Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 2/1/2022 to 2/28/2022

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3900	02/07/22	M	BERCON	Berman Construction	\$3,000.01
3901	02/07/22	M	DTE	Down to Earth	\$20,200.67
3902	02/07/22	M	ORLSEN	Orlando Sentinel	\$237.50
3903	02/07/22	M	PFMGC	PFM Group Consulting	\$3,356.70
**3905	02/09/22	M	CEPRA	Cepra Landscape	\$6,912.00
3906	02/09/22	M	KUTAK	Kutak Rock	\$1,906.00
3907	02/16/22	M	AWC	Aquatic Weed Control, Inc.	\$835.00
3908	02/16/22	M	CEPRA	Cepra Landscape	\$3,957.40
3909	02/23/22	M	CEPRA	Cepra Landscape	\$46,639.93
3910	02/23/22	M	DONMC	Donald W. McIntosh Associates	\$1,969.00
3911	02/23/22	M	PFMGC	PFM Group Consulting	\$4,612.96
3912	02/23/22	M	RLEVEY	Richard Levey	\$200.00
3913	02/23/22	M	TCZAPK	Thaddeus Czapka	\$200.00

BANK SUN REGISTER TOTAL: **\$94,027.17**

GRAND TOTAL **\$94,027.17**

94,027.17	Checks 3900-3903, 3905-3913
10,104.88	PA 532 - OUC invoice paid
125.00	PA 533 - Check order paid
29,797.00	FR 30 - BEEP payment
134,054.05	Cash Spent
104,257.05	O&M 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

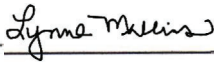
Payment Authorization #521

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	Cepira 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


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 #528

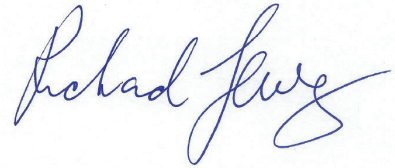
1/7/2022

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control January Waterway Service	66296	\$ 835.00
2	Cepira Landscape January Interchange Landscaping January Sections 1 & 2 Landscaping	ORL 36 ORL 65	\$ 24,211.00 \$ 22,428.93
3	Down to Earth Landscape & Irrigation April 2021 Irrigation Inspection Repairs July 2021 Irrigation Inspection Repairs	INV96135 INV102070	\$ 71.60 \$ 820.22
	OUC Acct: 2562183178 ; Service 12/01/2021 - 3/2022	--	\$,727.07
	VGlobalTech January Website Maintenance	3489	\$ 25.00

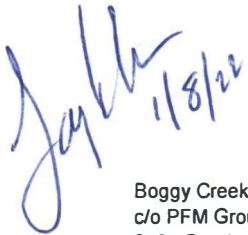
TOTAL \$,318.82



Secretary/Assistant Secretary



Chairperson



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 1:47 pm, Jan 10, 2022

BOGGY CREEK IMPROVEMENT DISTRICT

Funding Request #030

1/7/2022

Item No.	Payee	Invoice Number	General Fund
1	BEEP, Inc. December Insurance, Managed Services, Software, Attendant Hours	408	\$ 29,797.00
TOTAL			\$ 29,797.00

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #529

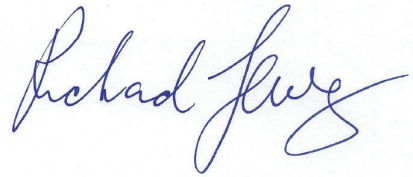
1/14/2022

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction January Administrator & Irrigation Specialist	16819	\$,000.01
2	Cepa Landscape November Irrigation Repairs	ORL754	\$,838.60
3	Down to Earth Landscape & Irrigation Clocks 8 and 10 Repairs	INV111222	\$ 73.17

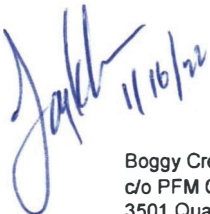
TOTAL \$,111.78



Secretary/Assistant Secretary



Chairperson



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 5:02 pm, Jan 19, 2022

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #530

1/21/2022

Item No.	Payee	Invoice Number	General Fund
Cepira Landscape			
	Shumard Oak Replacement	ORL 40	\$ 816.00
	Laureate Turf Improvement	ORL 45	\$ 5,810.00
	Sabal Palm Removal	ORL 50	\$ 86.00
PFM Group Consulting			
	DM Fee: January	DM-01-2022-007	\$ 3,333.33
	December Reimbursables	OE-EXP-01-008	\$ 3.37
Supervisor Fees - 01/18/2022 Meeting			
	Richard Levey	--	\$
	Thad Czapka	--	\$

TOTAL \$ 10,668.70


Secretary/Assistant Secretary


Chairperson


Boggy Creek Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 0
Orlando, FL 817
LaneA@pfm.com // (407) -5925

RECEIVED

By Amanda Lane at 10:09 am, Jan 26, 2022

BOGGY CREEK IMPROVEMENT DISTRICT

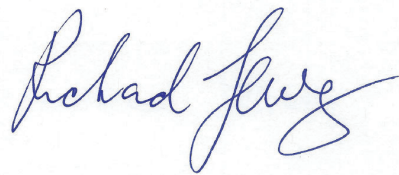
Payment Authorization #531

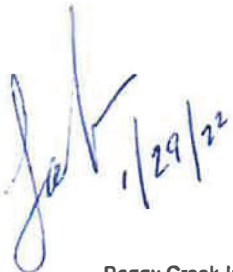
1/28/2022

Item No.	Payee	Invoice Number	General Fund
	Orlando Sentinel Legal Advertising on 01/11/2022 (Ad: 119760)	OSC47913202	\$ 237.50

TOTAL \$ 7.50


Secretary/Assistant Secretary


Chairperson


1/29/22

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 2:19 pm, Jan 31, 2022

BOGGY CREEK IMPROVEMENT DISTRICT

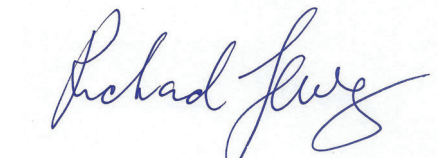
Payment Authorization #532

2/4/2022

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control February Waterway Service	67347	\$ 835.00
2	Berman Construction February Administrator & Irrigation Specialist	7210	\$ 3,000.01
3	Cepira Landscape February Sections 1 & 2 Landscaping February Interchange Landscaping	ORL 232 ORL 260	\$ 22,428.93 \$ 24,211.00
4	Kutak Rock General Counsel Through 2/31/2021	2979940	\$,906.00
	OUC Acct: 2562183178 ; Service 01/03/2022 - 2/01/2022	--	\$,104.88

TOTAL \$ 2,485.82


Secretary/Assistant Secretary


Chairperson


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 2:31 pm, Feb 07, 2022

BOGGY CREEK IMPROVEMENT DISTRICT

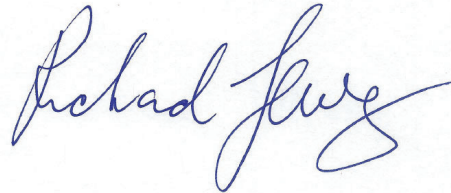
Payment Authorization #533

2/11/2022

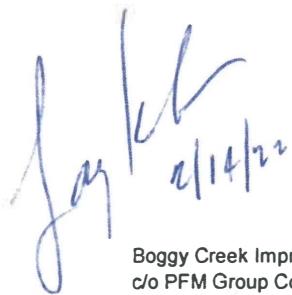
Item No.	Paye	Invoice Number	General Fund
1	epra Landscape		
	December Irrigation Repairs	ORL984	\$ 1,880.40
	January Interchange Irrigation Repairs	ORL1327	\$ 2,077.00
2	eluxe orporation		
	Check Order	380441	\$ 125.00

TOTAL \$ 4,082.40


Secretary/Assistant Secretary



Chairperson


2/14/22

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 11:05 am, Feb 15, 2022

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #534

2/18/2022

Item No.	Payee	Invoice Number	General Fund
	Donald W McIntosh Associates		
	Engineering Services Through 1/28/2022	42229	\$ 1,969.00
	PFM Group Consulting		
	Billable Expenses	119084	\$ 5.10
	Series 2013 Quarterly Dissemination	119118	\$ 1,250.00
	DM Fee: February 2022	DM-02-2022-007	\$ 3,333.33
	January Reimbursables	OE-EXP-02-008	\$ 4.53
3	Supervisor Fees - 5/2022 Meeting		
	Richard Levey	--	\$ 200.00
	Thad Czapka	--	\$ 200.00

TOTAL \$ 6,981.96


Secretary/Assistant Secretary


Chairperson


2/21/22

Boggy Creek Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
LaneA@pfm.com // (407) 23-5925

RECEIVED

By Amanda Lane at 3:26 pm, Feb 22, 2022

BOGGY CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid in
March 2022 in an amount totaling \$80,215.08**

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 March 1, 2022 through March 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$80,215.08**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Boggy Creek Improvement District
AP Check Register (Current by Bank)
 Check Dates: 3/1/2022 to 3/31/2022

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
914	03/14/22	M	AWC	Aquatic Weed Control, Inc.	\$835.00
915	03/14/22	M	BERCON	Berman Construction	\$3,880.73
916	03/14/22	M	CEPRA	Cepira Landscape	\$55,852.53
917	03/14/22	M	KUTAK	Kutak Rock	\$3,654.26
918	03/14/22	M	ORLSEN	Orlando Sentinel	\$237.50
919	03/16/22	M	PFMGC	PFM Group Consulting	\$5.74
920	03/16/22	M	VGLOBA	VGlobalTech	\$260.00
921	03/23/22	M	DONMC	Donald W. McIntosh Associates	\$706.50
922	03/23/22	M	FAC	Fire Ant Control	\$1,815.00
923	03/23/22	M	PFMGC	PFM Group Consulting	\$3,333.33
BANK SUN REGISTER TOTAL:					\$70,580.59
GRAND TOTAL					\$70,580.59

70,580.59	Checks 3914-3923
9,634.49	PA 536 - OUC invoice paid
21,580.18	FR 31 - BEEP payment
101,795.26	Cash Spent
80,215.08	O&M 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

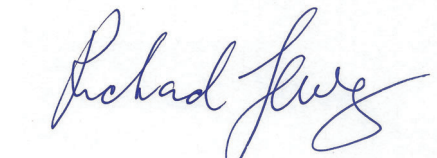
Payment Authorization #532

2/4/2022

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control February Waterway Service	67347	\$ 835.00
2	Berman Construction February Administrator & Irrigation Specialist	7210	\$ 3,000.01
3	Cepira Landscape February Sections 1 & 2 Landscaping February Interchange Landscaping	ORL 232 ORL 260	\$ 22,428.93 \$ 24,211.00
4	Kutak Rock General Counsel Through 2/31/2021	2979940	\$,906.00
	OUC Acct: 2562183178 ; Service 01/03/2022 - 2/01/2022	--	\$,104.88

TOTAL \$ 2,485.82


Secretary/Assistant Secretary


Chairperson


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 2:31 pm, Feb 07, 2022

BOGGY CREEK IMPROVEMENT DISTRICT

Funding Request #031

2/4/2022

Item No.	Payee	Invoice Number	General Fund
1	BEEP, Inc. Shuttle Services Provided - 2 Shuttles	54	\$ 21,580.18
TOTAL			\$ 21,580.18

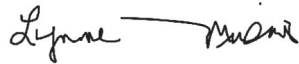
BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #535

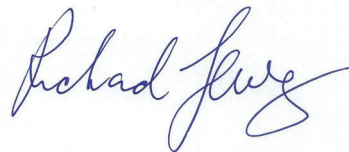
3/4/2022

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed ontrol March Waterway Service	68373	\$ 835.00
2	erman onstruction Monument Light Replacement March Administrator & Irrigation Specialist	6917 7731	\$ 880.72 \$ 3,000.01
3	Cepra Landscape Sod Replacement February Irrigation Repairs Interchange Mainline Repair March Sections 1 & 2 Landscaping March Interchange Landscaping	RL 421 RL 431 RL 432 RL 489 RL1517	\$ 540.00 \$ 7,256.60 \$,416.00 \$ 22,428.93 \$ 24,211.00
4	Kutak Rock General Counsel Through 31/2022	3009780	\$ 3,654.26
	Orlando Sentinel Legal Advertising on 02/08/2022 (Ad: 7136074)	SC49292637	\$ 237.50

TOTAL \$ 4,460.02



Secretary/Assistant Secretary



Chairperson


3/9/22
Boggy Creek Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 0
Orlando, FL 817
LaneA@pfm.com // (407) -5925

RECEIVED

By Amanda Lane at 2:57 pm, Mar 09, 2022

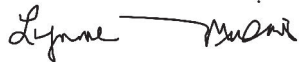
BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #536

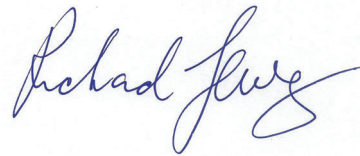
3/11/2022

Item No.	ayee	Invoice Number	General Fund
1	OUC Acct: 2562183178 ; Service 02/01/2022 - /01/2022	--	\$ 9,634.49
2	PFM roup onsulting Billable Expenses	9260	\$ 5.74
3	VGlobalTech February Website Maintenance March Website Maintenance	565 651	\$ 5.00 \$ 5.00

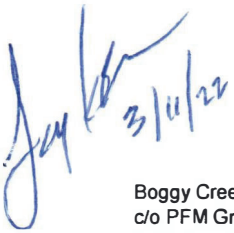
TOTAL \$,900.23



Secretary/Assistant Secretary



Chairperson



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

Received via email on Sunday, March 13, 2022 - ALane


BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #537

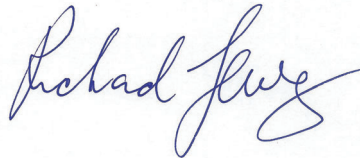
3/18/2022

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh ssociates Engineering Services Through 5/2022	42346	\$ 706.50
2	Fire nt ontrol Fire Ant Control	6295	\$,510.00
	Interchange Fire Ant Control	6299	\$ 5.00
3	PFM Group onsulting DM Fee: March	DM-03-2022-007	\$,333.33

TOTAL \$ 5,854.83



ecretary/Assistant Secretary



Chairperson



3/22/22

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 3:38 pm, Mar 22, 2022

BOGGY CREEK IMPROVEMENT DISTRICT

**Requisition Nos. 2018-222 – 2018-227 Paid in
February 2022 in an amount totaling \$17,759.00**

BOGGY CREEK IMPROVEMENT DISTRICT

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

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from February 1, 2022 through February 28, 2022. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2018-222	Atkins	\$1,172.00
2018-223	Kutak Rock	\$1,913.00
2018-224	Orlando Sentinel	\$230.00
2018-225	Central Florida Locating	\$11,500.00
2018-226	Atkins	\$2,714.00
2018-227	Orlando Sentinel	\$230.00
		\$17,759.00

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

DATE:	February 4 2022	REQUISITION NO:	2018-222
PAYEE:	Atkins	AMOUNT DUE:	\$1,172.00
ADDRESS:	PO Box 409357 Atlanta, GA 30384-9357	FUND:	Acquisition/Construction
ITEM:	Invoice 1965198 for Project 100078231 (Laureate Blvd at Veterans Way) Through 01/02/2022		

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.

2/7/22

BY: _____
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 4:45 pm, Feb 07, 2022

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

DATE:	February 4 2022	REQUISITION NO:	2018-2 3
PAYEE:	Kutak Rock	AMOUNT DUE:	\$1,913.00
ADDRESS:	PO Box 30057 Omaha, NE 68103-1157	FUND:	Acquisition/Construction
ITEM:	Invoice 2979941 for Client Matter 3023-2 (Project Construction) Through 12/31/2021		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (hereinafter 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:  2/7/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 4:45 pm, Feb 07, 2022

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

DATE:	February 2022	REQUISITION NO:	2018-224
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$230.00
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice 44520804000 for Reference OSC44520804 (Ad #7065204) for Construction Legal Advertising of November Construction Committee Meetings (Split Five Ways, Will Be Reimbursed From GID, MCID, PE MID)		

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

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

BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:  2/7/22
DISTRICT ENGINEER Jeffrey J. Newton, P

RECEIVED

By Amanda Lane at 4:45 pm, Feb 07, 2022

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

DATE:	February 11, 2022	REQUISITION NO:	2018-225
PAYEE:	Central Florida Locating	AMOUNT DUE:	\$11,500.00
ADDRESS:	PO Box 1468 Bushnell, FL 33513	FUND:	Acquisition/Construction
ITEM:	Invoice 6619 for Utility Relocating Services at Laureate Blvd. & Veterans Way		

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:  2/14/22
DISTRICT ENGINEER Jeffrey . Newton, PE

RECEIVED

By Amanda Lane at 10:26 am, Feb 15, 2022

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

DATE:	February 18 2022	REQUISITION NO:	2018-2 6
PAYEE:	Atkins	AMOUNT DUE:	\$2,714.00
ADDRESS:	PO Box 409357 Atlanta, GA 30384-9357	FUND:	Acquisition/Construction
ITEM:	Invoice 1965499 for Project 100078231 (Laureate Blvd at Veterans Way) Through 01/30/2022		

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 10:02 am, Feb 22, 2022

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

DATE:	February 18, 2022	REQUISITION NO:	2018-227
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$230.00
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice 48959263000 for Reference OSC48959263 (Ad #7136066) for Construction Legal Advertising of November 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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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 10:02 am, Feb 22, 2022

BOGGY CREEK IMPROVEMENT DISTRICT

**Requisition Nos. 2018-228 – 2018-233 Paid in
March 2022 in an amount totaling \$33,667.00**

BOGGY CREEK IMPROVEMENT DISTRICT

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

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from March 1, 2022 through March 31, 2022. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2018-228	Donald W. McIntosh Associates	\$7,998.25
2018-229	Kutak Rock	\$453.00
2018-230	Central Florida Locating	\$6,740.00
2018-231	Donald W. McIntosh Associates	\$17,785.50
2018-232	Kutak Rock	\$464.00
2018-233	Orlando Sentinel	\$226.25
		\$33,667.00

EXHIBIT D

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

DATE:	March 3 2022	REQUISITION NO:	2018-228
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$7,998.25
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">• Invoice 42230 for Project 23218 (Lake Nona Boggy Creek) Through 01/28/2022 – \$1,212.50• Invoice 42241 for Project 21665 (Laureate Boulevard/Veterans Way Traffic Signal) Through 01/28/2022 – \$6,785.75		

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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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:  3/7/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

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

DATE:	March 4 2022	REQUISITION NO:	2018-229
PAYEE:	Kutak Rock	AMOUNT DUE:	\$453.00
ADDRESS:	PO Box 30057 Omaha, NE 68103-1157	FUND:	Acquisition/Construction
ITEM:	Invoice 3009781 for Client Matter 3023-2 (Project Construction) Through 01/31/2022		

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.

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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:  3/4/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 3:42 pm, Mar 08, 2022

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

DATE:	March 11, 2022	REQUISITION NO:	2018-230
PAYEE:	Central Florida Locating	AMOUNT DUE:	\$6,740.00
ADDRESS:	PO Box 1468 Bushnell, FL 33513	FUND:	Acquisition/Construction
ITEM:	Invoice 6619-1 for Vertical Excavation Services at Laureate Blvd. & Veterans Way		

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

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: _____ 3/14/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 2:00 pm, Mar 14, 2022

EXHIBIT D

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

DATE:	March 18, 2022	REQUISITION NO:	2018-231
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$17,785.50
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">• Invoice 42347 for Project 23218 (Lake Nona Boggy Creek) Through 02/25/2022 – \$1,656.25• Invoice 42358 for Project 21665 (Laureate Boulevard/Veterans Way Traffic Signal) Through 02/25/2022 – \$16,129.25		

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 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:  3/21/22
DISTRICT ENGINEER Jeffrey J. Newton, P

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

DATE:	March 25, 2022	REQUISITION NO:	2018-232
PAYEE:	Kutak Rock	AMOUNT DUE:	\$464.00
ADDRESS:	PO Box 30057 Omaha, NE 68103-1157	FUND:	Acquisition/Construction
ITEM:	Invoice 3023539 for Client Matter 3023-2 (Project Construction) Through 02/28/2022		

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

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: _____ 3/25/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 10:40 am, Mar 28, 2022

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

DATE:	March 25, 2022	REQUISITION NO:	2018-233
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$226.25
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice 50346746000 for Reference OSC50346746 (Ad #7145437) for Construction Legal Advertising of November 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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BOGGY CREEK IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT XPENDITURES

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BY:  3/25/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 10:40 am, Mar 28, 2022

BOGGY CREEK IMPROVEMENT DISTRICT

Work Authorization/Proposed Services
(if applicable)

Recommendation for Work Authorization / Proposed Services

C: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins



**DONALD W. MCINTOSH
ASSOCIATES, INC.**

April 14, 2022

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

Subject: Lake Nona South Lift Station No. 9 and ±6000 LF of 10" Force Main
DWMA Job No. 22542 (001-027)

Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this work authorization to provide engineering services to Boggy Creek Improvement District (BCID) ("CLIENT"). The scope of this proposal includes professional survey and engineering services for the preparation and submittal of construction drawings and technical specifications, plan processing, permitting and meeting attendance for Lift Station No. 9, force main, and the associated access road as generally shown on the enclosed Exhibit A*. We will provide these services pursuant to our current contract dated September 8, 2003 ("Contract") as follows:

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

*Upon execution of this work authorization, the prior work authorization for DWMA Project 18123 dated September 4, 2018 shall be deemed terminated and superseded by this work authorization.

I. Scope of Work

PART I - PROFESSIONAL SURVEYING & MAPPING

- A. **TOPOGRAPHIC SURVEY** - Preparation of a topographic survey (NAVD88 Datum) for the lift station site and the force main route to support engineering design, 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. Utility and site improvements are limited to visible features only and those underground features flagged by the CLIENT's utility locating service. (See Exhibit A for approximate limits)
- B. **LOCATE UTILITY FLAGS** – Locate underground utility lines within the limits of the Topographic Survey as flagged by a utility locating service retained by CLIENT. 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 as marked by the utility location service company. Digging marked locations for verification by DWMA is not included. DWMA is not liable for surveying the location of any utility lines not flagged by the locating company.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

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Boggy Creek Improvement District

Lake Nona South Lift Station No. 9 and ±6000 LF of 10" Force Main

DWMA Job No. 22542 (001-027)

April 14, 2022

Page 2 of 9

- C. **SURVEY VERTICAL TEST HOLES** – Survey up to ten (10) vertical test holes in field locations 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 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. 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.
- D. **STAKE BORINGS** – Stake out and obtain existing ground elevations for an estimated ±15 borings associated with the lift station and force main (location of borings furnished by CLIENT's geotechnical consultant).
- E. **BOUNDARY AND TOPOGRAPHIC SURVEY FOR FINAL PLAT** – Preparation of a site boundary and topographic survey (NAVD88 Datum) of the lift station tract for purposes of submittal with the final plat as required by Chapter 177, Florida Statutes, 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. As required by the City of Orlando, the survey will be prepared to include the information within the title certificate provided to DWMA by CLIENT for the final plat submittal. If during the preparation process revisions are required due to CLIENT changes, additional costs may be incurred.
- F. **FINAL PLAT PREPARATION** – Preparation and submittal to the City of Orlando of one (1) single-lot record plat for the lift station site for recording complete with installation of PRM's (one time only) as required by state and local regulation(s); includes submittal of supporting documents prepared by others. If, during the preparation process revisions are required due to CLIENT changes, additional costs may be incurred.
- G. **FINAL PLAT PROCESSING** - Process one (1) final plat through the City of Orlando; includes the review of plat review comment letters from the jurisdictional agency and the preparation of letters in response to the reviews, coordinating the changes and requests for information with the CLIENT and CLIENT's attorney, the preparation and resubmittal of the revised plats and documents, and attendance at meetings if requested by CLIENT.



Boggy Creek Improvement District

Lake Nona South Lift Station No. 9 and ± 6000 LF of 10" Force Main

DWMA Job No. 22542 (001-027)

April 14, 2022

Page 3 of 9

- H. LEGAL DESCRIPTIONS AND SKETCHES - Preparation of up to three (3) miscellaneous legal descriptions.
- I. STAKE CONTROL POINTS AND BENCHMARKS - Field stake (one time) the proposed force main control points and set site benchmarks for construction of Project.

PART II - MASTER ENGINEERING

- A. MASTER UTILITY PLAN UPDATE – Prepare, submit, and process the City of Orlando required updated master utility plan for wastewater to modify the previous approvals of the master plan.

PART III – CIVIL ENGINEERING

- A. CONSTRUCTION DRAWINGS – Design, preparation, and submittal of construction drawings and technical specifications for the Lift Station No. 9 site, including geometry, grading, paving, drainage, civil utility services, the access drive, and the $\pm 6,000$ LF of associated force main. If revisions are required due to CLIENT changes, additional cost may be incurred.
- B. SFWMD ERP APPLICATION – Preparation and submittal of South Florida Water Management District (SFWMD) permit application for Environmental Resource Permit (ERP) related to Lift Station No. 9 and the associated wastewater force main.
- C. FDEP PERMIT APPLICATIONS – Preparation and submittal of Florida Department of Environmental Protection (FDEP) permit application for Lift Station No. 9 and the associated wastewater collection/transmission systems.
- D. PLAN AND PERMIT PROCESSING – Processing of construction plans and associated permit applications through City of Orlando, FDEP, and SFWMD, including responses to requests for additional information.
- E. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS – Preparation of an estimate of probable construction costs for Lift Station No. 9 and the associated force main for final engineering plan approval based on the pricing information contained in the contractor's sitework bid as provided to DWMA by CLIENT.
- F. FINAL ENGINEERING MEETINGS AND COORDINATION - Coordination with City of Orlando staff; regulatory agencies; CLIENT's consultants; and CLIENT during the design phase of the Project and representation at meetings associated with final design and permitting of the Project.



Boggy Creek Improvement District

Lake Nona South Lift Station No. 9 and ±6000 LF of 10" Force Main

DWMA Job No. 22542 (001-027)

April 14, 2022

Page 4 of 9

PART IV – CONSTRUCTION PHASE SERVICES

The following scope of Construction Phase Services includes primarily those services necessary for final project certification(s). Services beyond those listed may be provided as Additional Services under a separate Agreement. The scope of construction phase services listed below assumes a construction schedule of ten (10) months. Should the construction schedule exceed the assumed duration or should the construction project or required certifications be phased, Additional Services may be required for certain items within the scope of services. This scope specifically excludes as-built surveys of constructed improvements (e.g., roads, utilities, stormwater facilities, grading, etc.). It is assumed that the CLIENT's contractor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA's use and reliance in preparing project certifications and record drawings.

- A. PRECONSTRUCTION CONFERENCE – Coordination and attendance of project preconstruction conference with City of Orlando.
- B. SHOP DRAWING REVIEW - Review (one time) shop drawing information (limited to review for general conformance with the design intent and with information given in construction documents prepared by DWMA). Detailed geometric review along with means, methods, techniques, sequences or procedures of construction and all safety precautions are not included and remain Contractor's responsibility.
- C. CDD MATERIALS MANAGEMENT – Assistance with tracking and management of CDD-purchased construction materials, if required.
- D. CONTRACTOR PAYMENT REQUESTS - Contractor payment requests, review and approvals (for construction related to DWMA designs) and pertinent site observation with one visit per month for the assumed Project duration (10 field verifications of pay requests).
- E. SITE VISITS – Make site visits for periodic observation of water, sanitary sewer and drainage system materials and construction for the specific purpose of providing certifications listed below. Visits are to be at the sole discretion of DWMA based on Contractor's submitted construction schedule for various elements. Schedule to be required and kept current by Contractor. Visits exceeding thirty (30) visits (independent of those associated with contractor pay requests) shall be considered Additional Services under a separate Work Authorization .
- F. CONTRACTOR ASSISTANCE – Review and assistance with Contractor Requests for Change Order (RCO) and/or Requests for Information (RFI) related to DWMA designs. RCOs and/or RFIs related to the designs of other consultants shall be routed by DWMA to the appropriate consultant for review and response.



Boggy Creek Improvement District

Lake Nona South Lift Station No. 9 and ±6000 LF of 10" Force Main

DWMA Job No. 22542 (001-027)

April 14, 2022

Page 5 of 9

- G. **PROGRESS MEETINGS AND CONSTRUCTION ISSUES ASSISTANCE** – Participate in construction progress meetings with contractor, CLIENT, and master developer to review construction activity and assist with construction issues. Fee estimate based on an average of one (1) site meeting and one (1) telephone conference per month for the duration of construction.
- H. **CONTRACTOR AS-BUILT REVIEW/RECORD DRAWINGS** – Review of contractor as-built surveys for compliance with City of Orlando criteria and preparation of "Record Drawings" from contractor furnished data.
- I. **FDEP CERTIFICATIONS** – Provide Florida Department of Environmental Protection (FDEP) standard form certification of completion for sanitary sewer permits (one certification). Contractor to provide information and testing as follows:
- Sanitary sewer system leakage testing/lamping/televising
 - Sanitary sewer force main pressure test
 - Sanitary sewer lift station startup report
 - As-built surveys signed and sealed by registered surveyor retained by Client's contractor.
- J. **SFWMD CERTIFICATION** – Provide certification as required by the South Florida Water Management District (SFWMD) permit conditions for the entire construction project. Contractor's as-built surveys must be furnished to DWMA. If a substantial deviation exists between approved plans and record drawings, an additional as-built survey by DWMA may be required (which would be additional services).
- K. **FINAL PROJECT CERTIFICATION** – Provide final project certification for the entire construction project to the City of Orlando and coordination of lift station final approval.

FEE SCHEDULE

Contract Item	Billing Item	Description	Fee
		Part I - Professional Surveying & Mapping	
A.	001	Topographic Survey	\$16,550.00
B.	002	Locate Utility Flags	12,775.00
C.	003	Survey Vertical Test Holes	7,675.00
D.	004	Stake Borings	4,420.00
E.	005	Boundary and Topographic Survey for Final Plat	3,890.00
F.	006	Final Plat Preparation	7,275.00
G.	007	Final Plat Processing	2,500.00
H.	008	Legal Descriptions and Sketches	3,000.00
I.	009	Stake Control Points and Benchmarks	4,300.00
		Subtotal	\$62,385.00

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DONALD W. McINTOSH Associates, Inc.

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 644-4068 • FAX (407) 644-8318



Boggy Creek Improvement District

Lake Nona South Lift Station No. 9 and ±6000 LF of 10" Force Main

DWMA Job No. 22542 (001-027)

April 14, 2022

Page 6 of 9

		Part II – Master Engineering	
A.	010	Master Utility Plan Update	\$6,500.00
		Subtotal	\$6,500.00
		Part III – Civil Engineering	
A.	011	Construction Drawings	\$85,000.00
B.	012	SFWMD ERP Application	4,800.00
C.	013	FDEP Permit Applications	3,500.00
D.	014	Plan and Permit Processing	8,000.00
E.	015	Engineer's Opinion of Probable Construction Costs	4,875.00
F.	016	Final Engineering Meetings and Coordination	5,000.00
		Subtotal	\$111,175.00
		Part IV – Construction Phase Services	
A.	017	Preconstruction Conference	\$900.00
B.	018	Shop Drawing Review	6,500.00
C.	019	CDD Materials Management	2,670.00
D.	020	Contractor Payment Requests	6,230.00
E.	021	Site Visits	20,770.00
F.	022	Contractor Assistance	6,930.00
G.	023	Progress Meetings and Construction Issues Assistance	12,320.00
H.	024	Contractor As-Built Review/Record Drawings	7,730.00
I.	025	FDEP Certifications	3,250.00
J.	026	SFWMD Certification	2,280.00
K.	027	Final Project Certification	4,950.00
		Subtotal	\$74,530.00
		TOTAL	\$254,590.00

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

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

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



Boggy Creek Improvement District

Lake Nona South Lift Station No. 9 and ±6000 LF of 10" Force Main

DWMA Job No. 22542 (001-027)

April 14, 2022

Page 7 of 9

Sincerely,

DONALD W. MCINTOSH ASSOCIATES, INC.


Scott E. Grossman, PSM
Executive Vice President

SEG/ls

Attachment: Exhibit A

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Boggy Creek Improvement District

Date: _____

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

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



Boggy Creek Improvement District
BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES
DWMA Job No. 22542 (001-027)
April 14, 2022
Page 9 of 9

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.

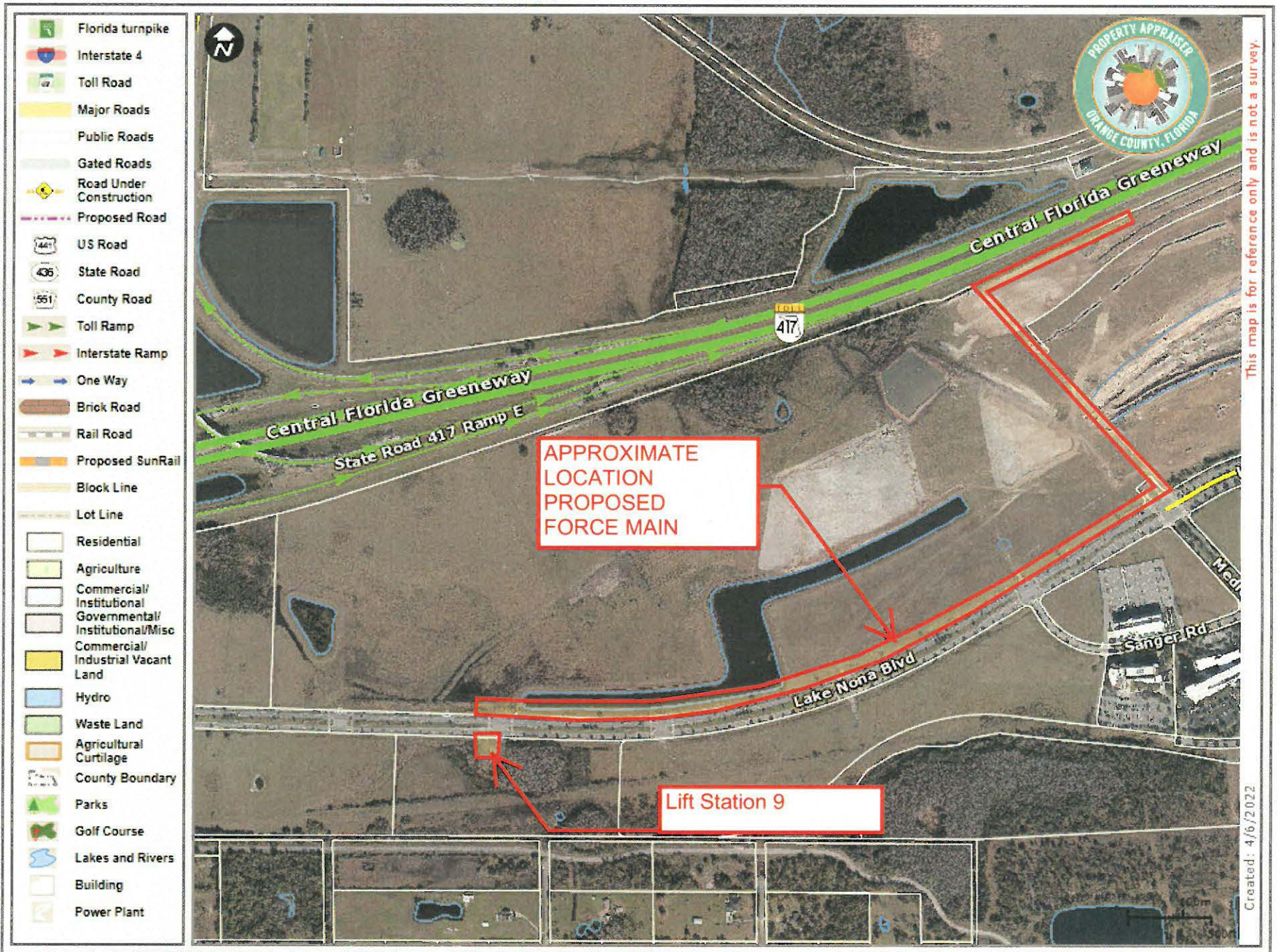


EXHIBIT "A"

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BOGGY CREEK IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Lake Nona South Lift Station No. 9 & approx. 6,000 LF Force Main

Brief Description: Underground Location Services and Soft digs for Lift Station #9 & Force Main.

Name of Consultant / Vendor: Central Florida Locating, 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: \$ 33,120.00

Recommendation: ✓ Approve Deny

By:

 4/15/22

Larry Kaufmann, Chairman

Boggy Creek Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins



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

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

Date: 4/12/22
Client: Boggy Creek Improvement District, 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817
E-Mail: Scott Grossman, PSM, Executive VP, Director of Survey - DWMA <sgrossman@dwma.com>
Project: Lake Nona BCID – Lift Station 9 and Force Main (DWMA 22542)

CFL 22072

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 three (3) red outlined areas as shown on the attached image. The locate areas will need to be designated at time of work.
- CFL will use paint and flags 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.*

Vertical Excavations – Dirt Soft Digs

- CFL will vertically expose horizontally located utilities within grassed/dirt sites to be 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 landscaping that is within designated Dirt Soft Dig sites.
- Client is responsible for any required Dirt Soft Dig permits.

WEEKDAY DAYTIME COST

Geophysical Underground Utility Locating -----	\$29,120.00
Weekday Daytime Vertical Excavations - 10 Dirt Soft Digs @\$400.00 each (6 Hole Min Charge Applies) -----	\$ 4,000.00*
	TOTAL --- \$33,120.00

**Dirt Soft Digs over 10 will be invoiced at \$400.00 Per Hole, Per Mobilization with a 6 Hole Min Charge.*

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

PAYMENT

- A Lump Sum invoice will be submitted upon completion of locate work and is due in full with no retainage.
- Payments not received within 30 days of date of invoice may result in legal actions.

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.

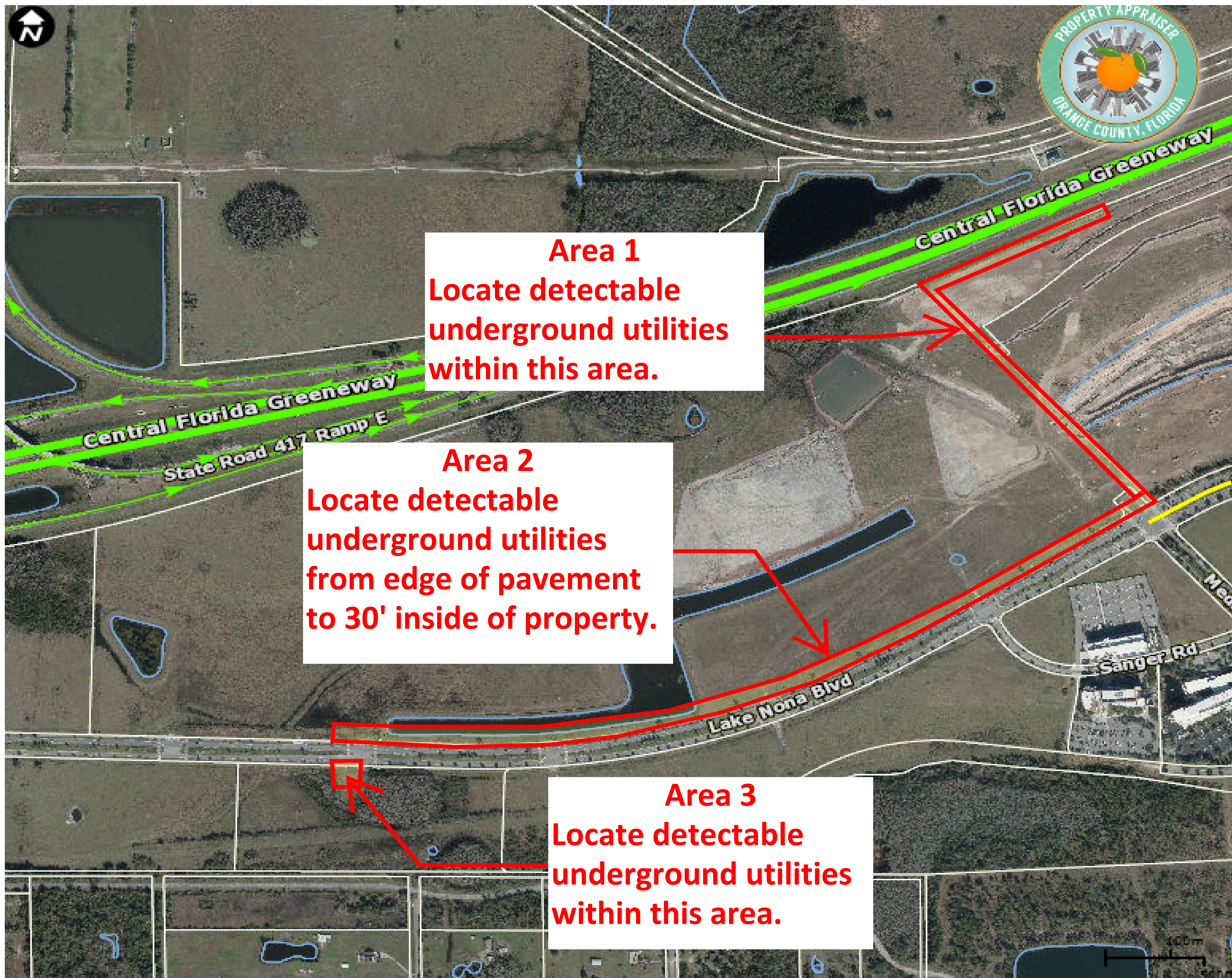
(G) DIRECT PUSH SOIL SAMPLING: Information/Limitations: If Service is Provided

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:
Lk Nona Blvd and Medical City DR
Orlando, FL 32827

CFL will locate detectable underground utilities within the 3 red outlined areas as instructed by DWMA.

Area 1
Locate detectable underground utilities within this area.

Area 2
Locate detectable underground utilities from edge of pavement to 30' inside of property.

Area 3
Locate detectable underground utilities within this 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 - Lk Nona BCID - Lift Station 9 & FM
Methods:	2D Ground Penetrating Radar (2D GPR) and Electromagnetic (EM)

Date:	4/12/22
	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

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

Boggy Creek Improvement District
Statement of Financial Position
As of 3/31/2022

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$670,170.77				\$670,170.77
State Board of Administration	1,301.54				1,301.54
Accounts Receivable - Due from Developer	21,838.47				21,838.47
Due From Other Governmental Units	18,313.35				18,313.35
Deposits	5,000.00				5,000.00
Infrastructure Capital Reserve	60,589.89				60,589.89
Interchange Maintenance Reserve	7,088.19				7,088.19
Debt Service Reserve Series 2013		\$3,946,021.87			3,946,021.87
Debt Service Reserve Series 2018		1,172,350.98			1,172,350.98
Revenue Series 2013		3,273,481.63			3,273,481.63
Interest Series 2018		6,025.43			6,025.43
General Checking Account			\$13,132.23		13,132.23
Acquisition/Construction Series 2013			27,083.94		27,083.94
Due From Other Governmental Units			411.00		411.00
Total Current Assets	<u>\$784,302.21</u>	<u>\$8,397,879.91</u>	<u>\$40,627.17</u>	<u>\$0.00</u>	<u>\$9,222,809.29</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$8,397,879.91	\$8,397,879.91
Amount To Be Provided				38,162,120.09	38,162,120.09
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$46,560,000.00</u>	<u>\$46,560,000.00</u>
Total Assets	<u><u>\$784,302.21</u></u>	<u><u>\$8,397,879.91</u></u>	<u><u>\$40,627.17</u></u>	<u><u>\$46,560,000.00</u></u>	<u><u>\$55,782,809.29</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$74,528.49				\$74,528.49
Deferred Revenue	21,838.47				21,838.47
Total Current Liabilities	<u>\$96,366.96</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$96,366.96</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$46,560,000.00	\$46,560,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$46,560,000.00</u>	<u>\$46,560,000.00</u>
Total Liabilities	<u><u>\$96,366.96</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$46,560,000.00</u></u>	<u><u>\$46,656,366.96</u></u>

Boggy Creek Improvement District
Statement of Financial Position
As of 3/31/2022

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<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	342,315.62				342,315.62
Net Assets, Unrestricted		(\$2,994,061.89)			(2,994,061.89)
Current Year Net Assets, Unrestricted		3,317,907.77			3,317,907.77
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			7,099.15		7,099.15
Net Assets - General Government			26,696,976.16		26,696,976.16
Total Net Assets	<u>\$687,935.25</u>	<u>\$8,397,879.91</u>	<u>\$40,627.17</u>	<u>\$0.00</u>	<u>\$9,126,442.33</u>
Total Liabilities and Net Assets	<u>\$784,302.21</u>	<u>\$8,397,879.91</u>	<u>\$40,627.17</u>	<u>\$46,560,000.00</u>	<u>\$55,782,809.29</u>

Boggy Creek Improvement District
Statement of Activities
As of 3/31/2022

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Revenues</u>					
Off-Roll Assessments	\$762,343.56				\$762,343.56
Developer Contributions	113,595.18				113,595.18
Off-Roll Assessments		\$3,230,525.68			3,230,525.68
Other Assessments		1,236,050.44			1,236,050.44
Inter-Fund Group Transfers In		(97.88)			(97.88)
Debt Proceeds		361,368.79			361,368.79
Inter-Fund Transfers In			\$97.88		97.88
Debt Proceeds			188,083.34		188,083.34
Total Revenues	<u>\$875,938.74</u>	<u>\$4,827,847.03</u>	<u>\$188,181.22</u>	<u>\$0.00</u>	<u>\$5,891,966.99</u>
<u>Expenses</u>					
Supervisor Fees	\$1,600.00				\$1,600.00
Public Officials' Liability Insurance	3,620.00				3,620.00
Trustee Services	6,345.68				6,345.68
Management	19,999.98				19,999.98
Engineering	3,502.50				3,502.50
Dissemination Agent	2,500.00				2,500.00
District Counsel	12,761.49				12,761.49
Assessment Administration	7,500.00				7,500.00
Travel and Per Diem	25.91				25.91
Postage & Shipping	135.37				135.37
Legal Advertising	2,278.77				2,278.77
Miscellaneous	72.27				72.27
Office Supplies	125.00				125.00
Web Site Maintenance	1,060.00				1,060.00
Holiday Decorations	400.00				400.00
Dues, Licenses, and Fees	175.00				175.00
Electric	2,270.11				2,270.11
Water Reclaimed	14,291.76				14,291.76
General Insurance	4,107.00				4,107.00
Property & Casualty	3,933.00				3,933.00
Irrigation Parts	19,295.60				19,295.60
Landscaping Maintenance & Material	134,336.64				134,336.64
Landscape Improvements	55,259.20				55,259.20
IME - Aquatics Maintenance	1,628.22				1,628.22
IME - Irrigation	1,546.34				1,546.34
IME - Landscaping	44,604.72				44,604.72
IME - Lighting	377.65				377.65
IME - Miscellaneous	99.12				99.12
IME - Water Reclaimed	173.81				173.81
Pest Control	1,510.00				1,510.00
Entry and Wall Maintenance	3,493.72				3,493.72
Shuttle Financing - Maintenance	39,510.00				39,510.00
Shuttle Financing - Vehicle Cost	82,908.65				82,908.65
Shuttle Financing - BEEP Operating Costs	11,797.00				11,797.00
Streetlights	32,428.90				32,428.90
Personnel Leasing Agreement	18,000.06				18,000.06

Boggy Creek Improvement District
Statement of Activities
As of 3/31/2022

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
Interest Payments (Series 2013)		\$1,193,100.00			1,193,100.00
Interest Payments (Series 2018)		317,412.63			317,412.63
Engineering			\$30,907.75		30,907.75
District Counsel			3,575.00		3,575.00
Legal Advertising			285.75		285.75
Contingency			146,315.10		146,315.10
Total Expenses	<u>\$533,673.47</u>	<u>\$1,510,512.63</u>	<u>\$181,083.60</u>	<u>\$0.00</u>	<u>\$2,225,269.70</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$50.35				\$50.35
Interest Income		\$573.37			573.37
Interest Income			\$1.53		1.53
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$50.35</u>	<u>\$573.37</u>	<u>\$1.53</u>	<u>\$0.00</u>	<u>\$625.25</u>
Change In Net Assets	\$342,315.62	\$3,317,907.77	\$7,099.15	\$0.00	\$3,667,322.54
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><u>\$687,935.25</u></u>	<u><u>\$8,397,879.91</u></u>	<u><u>\$40,627.17</u></u>	<u><u>\$0.00</u></u>	<u><u>\$9,126,442.33</u></u>

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 03/31/2022

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Variance
<u>Revenues</u>					
Off-Roll Assessments	\$ 762,343.56	\$ 460,227.72	\$ 302,115.84	\$ 920,455.44	82.82%
Developer Contributions	113,595.18	362,659.85	(249,064.67)	725,319.70	15.66%
Carryforward Revenue	158,495.70	13,369.27	145,126.43	26,738.53	592.76%
Net Revenues	\$ 1,034,434.44	\$ 836,256.84	\$ 198,177.60	\$ 1,672,513.67	61.85%
<u>General & Administrative Expenses</u>					
Legislative					
Supervisor Fees	\$ 1,600.00	\$ 2,400.00	\$ (800.00)	\$ 4,800.00	33.33%
Financial & Administrative					
Public Officials' Liability Insurance	3,620.00	1,925.00	1,695.00	3,850.00	94.03%
Trustee Services	6,345.68	3,500.00	2,845.68	7,000.00	90.65%
Management	19,999.98	20,000.00	(0.02)	40,000.00	50.00%
Engineering	3,502.50	5,750.00	(2,247.50)	11,500.00	30.46%
Dissemination Agent	2,500.00	2,500.00	-	5,000.00	50.00%
District Counsel	12,761.49	15,000.00	(2,238.51)	30,000.00	42.54%
Assessment Administration	7,500.00	3,750.00	3,750.00	7,500.00	100.00%
Reamortization Schedules	-	125.00	(125.00)	250.00	0.00%
Audit	-	2,500.00	(2,500.00)	5,000.00	0.00%
Arbitrage Calculation	-	600.00	(600.00)	1,200.00	0.00%
Travel and Per Diem	25.91	150.00	(124.09)	300.00	8.64%
Telephone	-	25.00	(25.00)	50.00	0.00%
Postage & Shipping	135.37	250.00	(114.63)	500.00	27.07%
Copies	-	1,000.00	(1,000.00)	2,000.00	0.00%
Legal Advertising	2,278.77	4,750.00	(2,471.23)	9,500.00	23.99%
Bank Fees	-	180.00	(180.00)	360.00	0.00%
Miscellaneous	72.27	1,500.00	(1,427.73)	3,000.00	2.41%
Office Supplies	125.00	125.00	-	250.00	50.00%
Property Taxes	-	75.00	(75.00)	150.00	0.00%
Web Site Maintenance	1,060.00	1,350.00	(290.00)	2,700.00	39.26%
Holiday Decorations	400.00	3,000.00	(2,600.00)	6,000.00	6.67%
Dues, Licenses, and Fees	175.00	87.50	87.50	175.00	100.00%
Total General & Administrative Expenses	\$ 62,101.97	\$ 70,542.50	\$ (8,440.53)	\$ 141,085.00	44.02%

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 03/31/2022

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Variance
<u>Field Operations Expenses</u>					
Electric Utility Services					
Electric	\$ 2,270.11	\$ 2,750.00	\$ (479.89)	\$ 5,500.00	41.27%
Entry Lighting	-	250.00	(250.00)	500.00	0.00%
Water-Sewer Combination Services					
Water Reclaimed	14,291.76	15,000.00	(708.24)	30,000.00	47.64%
Other Physical Environment					
General Insurance	4,107.00	2,200.00	1,907.00	4,400.00	93.34%
Property & Casualty	3,933.00	2,100.00	1,833.00	4,200.00	93.64%
Other Insurance	-	50.00	(50.00)	100.00	0.00%
Irrigation Repairs	19,295.60	30,000.00	(10,704.40)	60,000.00	32.16%
Landscaping Maintenance & Material	134,336.64	138,419.50	(4,082.86)	276,839.00	48.53%
Landscape Improvements	55,259.20	32,500.00	22,759.20	65,000.00	85.01%
Tree Trimming	-	10,000.00	(10,000.00)	20,000.00	0.00%
Contingency	-	32,502.75	(32,502.75)	65,005.50	0.00%
Pest Control	1,510.00	1,510.00	-	3,020.00	50.00%
Shuttle Financing					
Insurance	-	2,500.00	(2,500.00)	5,000.00	0.00%
Maintenance	39,510.00	108,000.00	(68,490.00)	216,000.00	18.29%
Vehicle Cost	82,908.65	179,000.00	(96,091.35)	358,000.00	23.16%
BEEP Operating Costs	11,797.00	73,159.85	(61,362.85)	146,319.70	8.06%
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	1,628.22	1,722.50	(94.28)	3,445.00	47.26%
IME - Irrigation Repair	1,546.34	1,625.00	(78.66)	3,250.00	47.58%
IME - Landscaping	44,604.72	44,185.05	419.67	88,370.10	50.47%
IME - Lighting	377.65	406.25	(28.60)	812.50	46.48%
IME - Miscellaneous	99.12	2,112.50	(2,013.38)	4,225.00	2.35%
IME - Water Reclaimed	173.81	812.50	(638.69)	1,625.00	10.70%
Road & Street Facilities					
Entry and Wall Maintenance	3,493.72	7,500.00	(4,006.28)	15,000.00	23.29%
Streetlights	32,428.90	48,195.10	(15,766.20)	96,390.20	33.64%
Parks & Recreation					
Personnel Leasing Agreement	18,000.06	18,000.00	0.06	36,000.00	50.00%
Reserves					
Infrastructure Capital Reserve	-	10,083.34	(10,083.34)	20,166.67	0.00%
Interchange Maintenance Reserve	-	1,180.00	(1,180.00)	2,360.00	0.00%
Total Field Operations Expenses	\$ 471,571.50	\$ 765,764.34	\$ (294,192.84)	\$ 1,531,528.67	30.79%
Total Expenses	\$ 533,673.47	\$ 836,306.84	\$ (302,633.37)	\$ 1,672,613.67	31.91%
Income (Loss) from Operations	\$ 500,760.97	\$ (50.00)	\$ 500,810.97	\$ (100.00)	
<u>Other Income (Expense)</u>					
Interest Income	\$ 50.35	\$ 50.00	\$ 0.35	\$ 100.00	50.35%
Total Other Income (Expense)	\$ 50.35	\$ 50.00	\$ 0.35	\$ 100.00	50.35%
Net Income (Loss)	\$ 500,811.32	\$ -	\$ 500,811.32	\$ -	

Boggy Creek Improvement District

Budget to Actual
For the Month Ending 03/31/2022

	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	YTD Actual
Revenues							
Off-Roll Assessments	\$ -	\$ -	\$ -	\$ 23,106.17	\$ 51,977.26	\$ 687,260.13	\$ 762,343.56
Developer Contributions	-	-	62,218.00	-	29,797.00	21,580.18	113,595.18
Carryforward Revenue	283,147.54	(124,651.84)	-	-	-	-	158,495.70
Net Revenues	\$ 283,147.54	\$ (124,651.84)	\$ 62,218.00	\$ 23,106.17	\$ 81,774.26	\$ 708,840.31	\$ 1,034,434.44
General & Administrative Expenses							
Legislative							
Supervisor Fees	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 1,600.00
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	3,333.33	3,333.33	3,333.33	19,999.98
Engineering	-	383.00	444.00	-	1,969.00	706.50	3,502.50
Dissemination Agent	-	-	1,250.00	-	1,250.00	-	2,500.00
District Counsel	-	-	4,388.65	-	1,906.00	6,466.84	12,761.49
Assessment Administration	7,500.00	-	-	-	-	-	7,500.00
Reamortization Schedules	-	-	-	-	-	-	-
Audit	-	-	-	-	-	-	-
Arbitrage Calculation	-	-	-	-	-	-	-
Travel and Per Diem	-	-	15.07	-	5.10	5.74	25.91
Telephone	-	-	-	-	-	-	-
Postage & Shipping	-	-	87.47	23.37	24.53	-	135.37
Copies	-	-	-	-	-	-	-
Legal Advertising	1,317.52	-	248.75	237.50	-	475.00	2,278.77
Bank Fees	-	-	-	-	-	-	-
Miscellaneous	-	-	72.27	-	-	-	72.27
Office Supplies	-	-	-	-	125.00	-	125.00
Property Taxes	-	-	-	-	-	-	-
Web Site Maintenance	125.00	125.00	425.00	125.00	-	260.00	1,060.00
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	\$ 4,119.20	\$ 9,012.96	\$ 11,247.41	\$ 62,101.97
Field Operations							
Electric Utility Services							
Electric	\$ -	\$ 438.39	\$ 432.48	\$ 448.44	\$ 445.54	\$ 505.26	\$ 2,270.11
Entry Lighting	-	-	-	-	-	-	-
Water-Sewer Combination Services							
Water Reclaimed	-	4,013.53	2,220.82	3,372.41	2,813.90	1,871.10	-
Other Physical Environment							
General Insurance	4,107.00	-	-	-	-	-	14,291.76
Property & Casualty Insurance	3,933.00	-	-	-	-	-	-
Other Insurance	-	-	-	-	-	-	4,107.00
							3,933.00

Boggy Creek Improvement District

Budget to Actual

For the Month Ending 03/31/2022

	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	YTD Actual
Irrigation Repairs	-	7,320.00	-	2,838.60	1,880.40	7,256.60	
Landscaping Maintenance & Material	22,389.44	22,389.44	22,389.44	22,389.44	22,389.44	22,389.44	
Landscape Improvements	19,158.00	10,455.20	18,194.00	6,912.00	-	540.00	19,295.60
Tree Trimming	-	-	-	-	-	-	134,336.64
Contingency	-	-	-	-	-	-	55,259.20
Pest Control	-	-	-	-	-	1,510.00	
Shuttle Financing							
Insurance	-	-	-	-	-	-	1,510.00
Maintenance	-	18,000.00	18,000.00	3,510.00	-	-	-
Vehicle Cost	25,000.00	-	-	14,490.00	21,580.18	21,838.47	
BEEP Operating Costs	-	-	-	11,797.00	-	-	39,510.00
Interchange Maintenance Expenses							82,908.65
IME - Aquatics Maintenance	271.37	271.37	271.37	271.37	271.37	271.37	11,797.00
IME - Irrigation	-	-	-	411.12	675.02	460.20	
IME - Landscaping	6,565.22	6,565.22	7,868.57	7,868.57	7,868.57	7,868.57	1,628.22
IME - Lighting	-	74.57	75.47	82.75	74.78	70.08	1,546.34
IME - Miscellaneous	-	-	-	-	-	99.12	44,604.72
IME - Water Reclaimed	-	37.68	23.55	47.10	36.33	29.15	
Road & Street Facilities							377.65
Entry and Wall Maintenance	-	-	2,613.00	-	-	880.72	99.12
Streetlights	-	6,458.30	6,457.54	6,506.71	6,503.57	6,502.78	173.81
Parks & Recreation							3,493.72
Personnel Leasing Agreement	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	32,428.90
Reserves							
Infrastructure Capital Reserve	-	-	-	-	-	-	18,000.06
Interchange Maintenance Reserve	-	-	-	-	-	-	
Total Field Operations Expenses	\$ 84,424.04	\$ 79,023.71	\$ 81,546.25	\$ 83,945.52	\$ 67,539.11	\$ 75,092.87	\$ 471,571.50
Total Expenses	\$ 107,240.57	\$ 83,265.04	\$ 92,210.79	\$ 88,064.72	\$ 76,552.07	\$ 86,340.28	\$ 533,673.47
Income (Loss) from Operations	\$ 175,906.97	\$ (207,916.88)	\$ (29,992.79)	\$ (64,958.55)	\$ 5,222.19	\$ 622,500.03	\$ 500,760.97
Other Income (Expense)							
Interest Income	\$ 9.16	\$ 8.47	\$ 8.12	\$ 6.68	\$ 6.19	\$ 11.73	\$ 50.35
Total Other Income (Expense)	\$ 9.16	\$ 8.47	\$ 8.12	\$ 6.68	\$ 6.19	\$ 11.73	\$ 50.35
Net Income (Loss)	\$ 175,916.13	\$ (207,908.41)	\$ (29,984.67)	\$ (64,951.87)	\$ 5,228.38	\$ 622,511.76	\$ 500,811.32

Boggy Creek Improvement District
Cash Flow

Beg. Cash		FY 2021 Inflows	FY 2021 Outflows	FY 2022 Inflows	FY 2022 Outflows	End. Cash
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	-	-	47,955.61	(26,914.66)	78,751.10
2/1/2022	78,751.10	-	-	99,844.44	(134,054.05)	44,541.49
3/1/2022	44,541.49	-	-	727,424.54	(101,795.26)	670,170.77
4/1/2022	670,170.77	-	-	21,838.47	(28,388.91)	663,620.33 as of 04/07/2022
Totals		1,952,714.00	(1,798,380.81)	979,752.35	(588,616.09)	

**Boggy Creek Improvement District
Construction Tracking - early April**

Amount

Series 2018 Bond Issue

Original Construction Fund - Not To Exceed	\$	25,000,000.00
Additions (Interest, Transfers from DSR, etc.)		165,975.06
Cumulative Draws Through Prior Month		(11,630,051.01)
		=====

Construction Funds Available	\$	13,535,924.05
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Requisitions This Month

Requisition 2018-234: Professional Service Industries	\$	(10,598.00)
		=====

Total Requisitions This Month	\$	(10,598.00)
		=====

Construction Funds Remaining	\$	13,525,326.05
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Committed Funding

Lake Nona Medical City Drive Phase 2 – Developer-owned as of 03/202		-
		=====

Total Committed Funding	\$	-
		=====

Net Uncommitted		13,525,326.05
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