

# Boggy Creek Improvement District

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

[www.boggycreekid.org](http://www.boggycreekid.org)

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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, August 16, 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 July 19, 2022, Board of Supervisors' Meeting**
- 2. **Consideration of Resolution 2022-08, Approving an Annual Meeting Schedule for Fiscal Year 2023**

### Business Matters

- 3. **Consideration of Traffic Engineering Services for Power Center Roundabouts with Kittleson**
- 4. **Consideration of OUC Agreement for Medical City Drive Phase 2**
- 5. **Consideration of License Agreement for Fountain Maintenance**
- 6. **Public Hearing on the Adoption of the District's Annual Budget**
  - a. **Public Comments and Testimony**
  - b. **Board Comments**
  - c. **Consideration of Resolution 2022-09, Adopting the Fiscal Year 2023 Budget and Appropriating Funds**
- 7. **Consideration of Resolution 2022-10, Adopting an Assessment Roll for Fiscal Year 2023 and Certifying Special Assessments for Collection**
- 8. **Ratification of Operation and Maintenance Expenditures Paid in July 2022 in amount totaling \$44,795.98**
- 9. **Ratification of Requisition Nos. 2018-248 – 2018-255 in July 2022 in an amount totaling \$1,453,664.96**
- 10. **Recommendation of Work Authorizations/Proposed Services (if applicable)**
- 11. **Review of District's Financial Position and Budget to Actual YTD**

### Other Business

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



4. Landscape Supervisor
  5. Irrigation Supervisor
  6. Construction Supervisor
- B. Supervisor Requests

**Adjournment**



# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Minutes of the July 19, 2022,  
Board of Supervisors' Meeting**

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

**FIRST ORDER OF BUSINESS**

**Roll Call to Confirm Quorum**

The Board of Supervisors' Meeting for the Boggy Creek Improvement District was called to order on Tuesday, July 19, 2022, at 3:00 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827.

Present:

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

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	
Amanda Lane	PFM	(via phone)
Jorge Jimenez	PFM	(via phone)
Tucker Mackie	Kutak Rock	
Ryan Dugan	Kutak Rock	
Jeffrey Newton	Donald W. McIntosh Associates, Inc.	
Larry Kaufmann	Construction Supervisor	(via phone)
Matt McDermott	Construction Committee Member	
Aaron Wilbanks	Berman	
Chris Dennison	Cepra	
Matt McCollum	Cepra	

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Walden called for public comments. There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
May 9, 2022, RFP Meeting to Open  
Responses for Landscaping and  
Irrigation Maintenance Services**

The Board reviewed the minutes of the May 9, 2022, RFP Meeting.

On motion by Mr. Ventura, seconded by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the May 9, 2022, RFP Meeting to Open Responses for Landscaping and Irrigation Maintenance Services.

**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
June 21, 2022, Board of Supervisors'  
Meeting**



The Board reviewed the Minutes of the June 21, 2022, Board of Supervisors' Meeting.

On motion by Mr. Tinetti, seconded by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the June 21, 2022, Board of Supervisors' Meeting.

#### **FIFTH ORDER OF BUSINESS**

#### **Consideration of Award of Landscape and Irrigation Maintenance Services – Lake Nona Boulevard South and Roadways**

##### **a) Construction Committee Recommendation**

Ms. Mackie reviewed the process by which proposals are submitted, considered, and ranked. She pointed out the maps that portray the two sections of the District for which the proposals were requested and that the Board could award each section separately or collectively. She noted that the Construction Committee ranked Cepra Landscape as the highest responsive bidder for Lake Nona Boulevard South and Roadways (Sections 1 and 2) and as such it would make sense to award them both sections collectively.

On motion by Mr. Ventura, seconded by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District accepted the recommendation of the Construction Committee to award Landscape and Irrigation Maintenance Services for Lake Nona Boulevard South and Roadways (Sections 1 and 2) to Cepra Landscape.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Traffic Engineering Services Agreement for Power Center Roundabouts with Kittelson**

Mr. Newton requested that this item be tabled.

#### **SEVENTH ORDER OF BUSINESS**

#### **Consideration of First Amendment to the Geophysical Services Agreement with Central Florida Locating, Inc.**

Mr. Newton explained that the District currently has an agreement with Central Florida Locating, Inc. to locate underground utilities associated with the Lift Station 9 Force Main. As a result of the Power Center going in along Lake Nona Blvd., there will either be roundabouts or significant intersection improvements along Lake Nona Blvd. The Developer has requested the expansion of Donald W. McIntosh Associates' survey work and Central Florida Locating's work to encompass the entire width of Lake Nona Blvd. This information will be needed for future design regardless of whether there are roundabouts or intersections built. The current agreement with Central Florida Locating is \$33,120.00, and the change order is for \$19,000.00.

On motion by Mr. Ventura, seconded by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District, approved the First Amendment to the Geophysical Services Agreement with Central Florida Locating, Inc.

#### **EIGHTH ORDER OF BUSINESS**

#### **Consideration of OUC Agreement for Medical City Drive Phase 2**

Mr. Kaufmann requested that this item be tabled.

#### **NINTH ORDER OF BUSINESS**

#### **Ratification of Operation and Maintenance Expenditures Paid in June 2022 in an amount totaling \$83,537.35**

Ms. Walden noted that these expenditures have been approved and paid and need to be ratified by the Board.

On motion by Mr. Ventura, seconded by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Operation and Maintenance Expenditures Paid in June 2022 in an amount totaling \$83,537.35.

#### **TENTH ORDER OF BUSINESS**

#### **Ratification of Requisition Nos. 2018-244 – 2018-247 Paid in June 2022 in an amount totaling \$16,739.00**

Ms. Walden noted that these requisitions have been approved and paid and need to be ratified by the Board.

On motion by Mr. Ventura, seconded by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 2018-244 – 2018-247 Paid in June 2022 in an amount totaling \$16,739.00.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Recommendation of Work Authorizations/Proposed Services**

Mr. Kaufmann noted that there is a proposal from Donald W. McIntosh Associates in the amount of \$48,770.00 that supports the design of future improvements to Lake Nona Blvd. in front of the Lake Nona West Power Center. Mr. Tinetti asked if the topographic information could be pulled from existing as-builts. Mr. Kaufmann responded that since that work was done around five years ago, it might be dangerous to use it. Mr. Newton added that it is probably closer to ten years.

On motion by Mr. Ventura, seconded by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Work Authorization for Lake Nona Blvd. West Redesign at the Power Center from Donald W. McIntosh Associates, Inc. in the amount of \$48,770.00.

## **TWELFTH ORDER OF BUSINESS**

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

The Board reviewed the District's Financial Statements through June 30, 2022. Ms. Walden noted that the District has expenses of \$782,500.00 vs. a budget of \$1,672,000.00 which is approximately 47% of the budget.

The Board discussed the date of the upcoming budget public hearing and who would be in attendance for a quorum.

## **THIRTEENTH ORDER OF BUSINESS**

### **Staff Reports**

District Counsel – No report.

District Manager – No report.

District Engineer – Mr. Newton shared that the traffic signal on Veteran's Way has not been put out to bid. The last update he received from the signal designer showed it at 90% submittal, and they are trying to get it to 100% prior to bidding it. The VA is being updated and was sent an exhibit showing where easements are needed from them in order to build and maintain the signal.

Landscape Supervisor – No report.

Irrigation Supervisor – No report.

Construction Supervisor – No report.

## **FOURTEENTH ORDER OF BUSINESS**

### **Supervisor Requests**

Mr. Newton asked if the Board should be updated on the light levels on Lake Nona Blvd. Mr. McDermott noted that the trees were trimmed on Saturday, and he, along with James, is planning on going to measure light levels and take pictures to report back to the Board. He confirmed that the bulbs have been replaced by OUC, and if needed, they may need longer arms, or the lights may need to be tilted. Mr. Kaufmann requested that the Board authorize the Chair to approve Mr. McDermott's recommendations regarding the lights.

On motion by Mr. Ventura, seconded by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District authorized the Chair to work with District staff on the proposed recommendation regarding the lights on Lake Nona Blvd. following site observations.

**FIFTEENTH ORDER OF BUSINESS****Adjournment**

Ms. Walden requested a motion to adjourn.

On motion by Mr. Ventura, seconded by Mr. Czapka, with all in favor, the July 19, 2022, Meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.

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**Secretary/Assistant Secretary**

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**Chair/Vice Chair**

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Resolution 2022-08,  
Approving an Annual Meeting Schedule  
for Fiscal Year 2023**

**RESOLUTION 2022-08**

**A RESOLUTION OF THE BOGGY CREEK  
IMPROVEMENT DISTRICT DESIGNATING DATES,  
TIMES AND LOCATIONS FOR REGULAR MEETINGS  
OF THE BOARD OF SUPERVISORS OF THE DISTRICT  
AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Supervisors of the District ("Board") is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

1. Regular meetings of the District's Board shall be held as provided on the schedule attached hereto as **Exhibit A**.
2. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file annually with Orange County a schedule of the District's regular meetings.
3. This Resolution shall take effect immediately upon adoption.

**Adopted this 16th day of August, 2022.**

**ATTEST:**

**Boggy Creek Improvement District**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/ Vice Chairman

## **EXHIBIT A**

### **Boggy Creek Improvement District Fiscal Year 2022-2023**

The Board of Supervisors of the Boggy Creek Improvement District will hold its meetings for the Fiscal Year 2023 at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, Florida 32827 at 3:00 p.m. on the third Tuesday of each month unless otherwise noted below.

October 18, 2022  
November 15, 2022  
December 13, 2022  
January 17, 2023  
February 21, 2023  
March 21, 2023  
April 18, 2023  
May 16, 2023  
June 20, 2023  
July 18, 2023  
August 15, 2023  
September 19, 2023

### **Construction Committee of the Boggy Creek, Greeneway, Midtown & Myrtle Creek Improvement Districts and the Poitras East Community Development District Fiscal Year 2022-2023**

The Construction Committee of the Boggy Creek, Greeneway, Midtown and Myrtle Creek Improvement Districts and the Poitras East Community Development District will be meeting for the Fiscal Year 2023 in the office of Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789 at 3:30 p.m. every other week as follows:

October 6 & 20, 2022  
November 3 & 17, 2022  
December 1, 15 & 29, 2022  
January 12 & 26, 2023  
February 9 & 23, 2023  
March 9 & 23, 2023  
April 6 & 20, 2023  
May 4 & 18, 2023  
June 1, 15 & 29, 2023  
July 13 & 27, 2023  
August 10 & 24, 2023  
September 7 & 21, 2023

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Traffic Engineering Services Agreement  
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 \_\_\_\_\_ 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](mailto: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:

- |                           |  |
|---------------------------|--|
| <b>A. If to Engineer:</b> | Kittelson & Associates, Inc.<br>225 East Robinson Street, Suite 355<br>Orlando, Florida 32801<br>Attn: Adam Burghdoff, P.E.  |
| <b>B. If to District:</b> | Boggy Creek Improvement District<br>3501 Quadrangle Boulevard, Suite 270<br>Orlando, Florida 32817<br>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 – 2<sup>nd</sup> 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](mailto: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**

**OUC Agreement for Medical City Drive Phase 2**



---THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION---

**ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE  
For MEDICAL CITY DRIVE**

THIS ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE ("Assignment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Transfer Date"), by **LAKE NONA LAND COMPANY, LLC**, (the "Assignor") whose address is 6900 Tavistock Lakes Blvd Suite 200, Orlando, FL 32827 and **BOGGY CREEK IMPROVEMENT DISTRICT**, (the "Assignee") whose address is 3550 Buschwood park dc 135 Tampa, FL 33618, for services address 0 Medical City Drive, Orlando, FL, ("Service Address").

**WITNESSETH:**

A. Assignor and Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida ("OUC"), entered into that certain Service Agreement for Lighting Service dated July 10<sup>th</sup>, 2019 ("Agreement") for the Service Address.

B. Agreement was recorded in the Public Records of Orange County and was assigned public records document number 20190441895.

C. Assignor has provided to Assignee a copy of the Agreement (and any applicable amendments to same).

D. Assignor desires to assign its interests, rights, duties and obligations in and to the Agreement as of the Transfer Date, and Assignee desires to accept the assignment of Assignor's interests, rights, duties and obligations in and to the Agreement as of the Transfer Date.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the Transfer Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim, interests, duties and obligations, if any, in, to and under the Agreement.

2. As of the Transfer Date, Assignee hereby assumes the foregoing assignment of the Agreement and agrees to assume and perform all duties and obligations under the Agreement.

3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit arising out of or concerning this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Assignment.

7. Assignor and Assignee agree to cooperate with each other in regard to notifying governmental agencies and executing any additional documentation requested by said governmental agencies to register and establish the rights and obligations of the Assignee or its designee(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGES TO FOLLOW.]

THIS ASSIGNMENT has been executed the day and year set forth above for MEDICAL CITY DRIVE.

Signed, sealed and delivered in the presence of:

“ASSIGNOR”

\_\_\_\_\_  
Witness

**LAKE NONA LAND COMPANY, LLC** a  
Florida a Limited Liability Company

\_\_\_\_\_  
Print Name

By:\_\_\_\_\_

\_\_\_\_\_  
Witness

Name:\_\_\_\_\_

\_\_\_\_\_  
Print Name

Title:\_\_\_\_\_

Date:\_\_\_\_\_

STATE OF\_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of **LAKE NONA LAND COMPANY, LLC**. He/She who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

Printed Name of Notary\_\_\_\_\_

My Commission expires: \_\_\_\_\_

THIS ASSIGNMENT has been executed the day and year set forth above for MEDICAL CITY DRIVE.

Signed, sealed and delivered in the presence of:

“ASSIGNEE”

\_\_\_\_\_  
Witness

**BOGGY CREEK IMPROVEMENT DISTRICT**  
a local unit of special purpose government.

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of **BOGGY CREEK IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

Printed Name of Notary \_\_\_\_\_

My Commission expires: \_\_\_\_\_

THIS ASSIGNMENT has been executed the day and year set forth above for MEDICAL CITY DRIVE.

The undersigned hereby joins and consents to the foregoing assignment from Assignor to Assignee and the recording of this Assignment in the Public Records of Orange County Florida.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

“OUC”  
Orlando Utilities Commission, a statutory  
Commission under the laws of the State of  
Florida

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality by OUC Legal Dept.  
Date: \_\_\_\_\_ By: \_\_\_\_\_

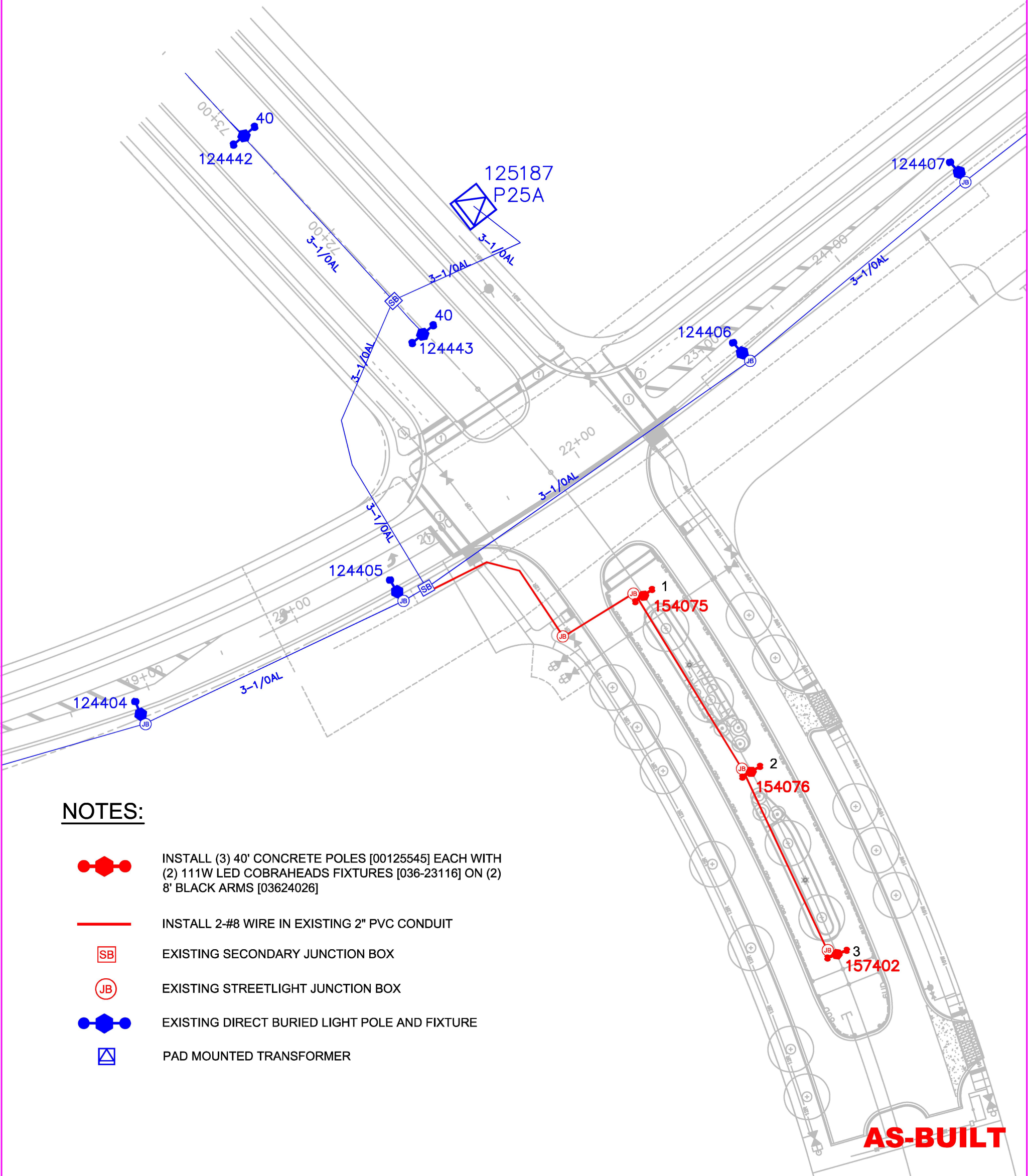
STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this by means of ( ) physical presence or ( ) online notarization on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by CLINT BULLOCK, as General Manager, CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said Commission. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE  
Printed Name of Notary \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



NOTES:



INSTALL (3) 40' CONCRETE POLES [00125545] EACH WITH  
(2) 111W LED COBRAHEADS FIXTURES [036-23116] ON (2)  
8' BLACK ARMS [03624026]



INSTALL 2-#8 WIRE IN EXISTING 2" PVC CONDUIT



EXISTING SECONDARY JUNCTION BOX



EXISTING STREETLIGHT JUNCTION BOX



EXISTING DIRECT BURIED LIGHT POLE AND FIXTURE



PAD MOUNTED TRANSFORMER



O.U.C.  
Lighting  
6003 Pershing Ave.  
Orlando, FL 32822  
(407) 737-4234

WORK ORDER # 641170			
JOB NAME:			
MEDICAL CITY DR			
LOCATION:			
LAUREATE BLVD			
		JOB TYPE:	LCONTRACT
GLOBEOPTICSCU: SEE LEGEND		ENGINEER:	RIC DY-LIACCO
FIXTURESTYLE: LED COBRA		SCALE:	1" = 60'
CONTROLLER: Y		DATE:	08-25-19
CUCODE: SEE LEGEND		GROUP #:	X
JURISDICTION: CITY OF ORLANDO	DATE REV.	BY	REVISION 0
COVERAGE: CONTRACT	00-00-00	X	
BRACKETCU: SEE LEGEND	00-00-00	X	PAGE: 1 OF 1



**LIGHTING INSTALLATION,  
UPGRADE AND SERVICE AGREEMENT  
MEDICAL CITY DRIVE**

**THIS LIGHTING INSTALLATION, UPGRADE AND SERVICE AGREEMENT** ("Agreement") is made effective as of this 10<sup>th</sup> day of July, 2019, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 ("**OUC**"), and **LAKE NONA LAND COMPANY, LLC**, whose address is 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827 or its assigns (the "**Customer**").

**RECITALS**

A. The Customer is an individual, business entity, association or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in **Schedule 1** attached hereto and incorporated herein by this reference (the "**Property**").

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the "**City**") certain costs associated with lighting service for portions of the Property that have been or will be dedicated public roadways (the "**Dedicated Roadways**") and to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services within Dedicated Roadways by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

**NOW THEREFORE**, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.



## 1. OUC DUTIES.

1.1. OUC shall provide lighting for Dedicated Roadways within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

1.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "**Upgraded Lighting Facilities**"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits installed by Customer or its agents; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for Dedicated Roadways within the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "**Lighting Facilities**".

1.1.2. OUC shall maintain and operate the Lighting Facilities within Dedicated Roadways (the "**Maintenance Service**") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

1.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "**Electrical Service**") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer within the Dedicated Roadways and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "**Lighting Service**".

2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in more than one phase (each referenced individually as a "**Phase**" and collectively as the "**Phases**"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for Dedicated Roadways within the Phase covered by this Agreement (the "**Current Phase**"). Lighting Facilities for the Current Phase shall be located and installed as more particularly depicted in the lighting construction plans set forth in Schedule 2 attached hereto and incorporated herein by this reference (the "**Lighting Plan**").

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to the Current Phase is that all of the following shall have occurred (i) Customer must complete installation of Customer Lighting Facilities in compliance with the applicable Lighting Plan and OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (ii) Customer must convey to OUC, or arrange for the

conveyance by the party with authority to do so, any easements or right-of-way (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "**Service Conditions**").

### 3. **CUSTOMER DUTIES.**

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits and junction boxes which may be required for the provision of the Lighting Service (collectively, the "**Customer Lighting Facilities**"), in such locations as more particularly set forth in the Lighting Plan for the Current Phase. For purposes of the ongoing duties and rights of the parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer for the Current Phase and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for the Current Phase.

3.2. The Customer shall grant OUC, or shall cause the granting of, all easements or provide for right-of-way dedications (not otherwise included in the Dedicated Roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities that are not located within Dedicated Roadways, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects located outside of the Dedicated Roadways and which are obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plan and shall be located either (a) in Dedicated Roadways, which have been dedicated to the public pursuant to a plat, or (b) to the extent necessary, in easements granted in favor of OUC lying in areas adjacent to the roadways and streets which are granted pursuant to a separate instrument for the Current Phase.

3.3. The specifications for the Upgraded Lighting Facilities are more particularly described on **Schedule 2** attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Costs associated with the Current Phase in the amount set forth in **Schedule 3** in accordance with Section 4 below. The parties agree that the Upgrade Costs as set forth in **Schedule 3** is comprised of the following costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, during the Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City, absent the Customer's upgrade request (the "**Facilities Upgrade Cost**").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Maintenance Service for the

customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "**Maintenance Upgrade Cost**").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "**Electrical Upgrade Cost**").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "**Upgrade Costs**").

#### 4. **TERMS OF PAYMENT.**

4.1. Customer shall make payment of the Upgrade Costs in accordance with the **Schedule 3** to this Agreement. If the Customer fails to pay any installment(s) of the Upgrade Costs by the due date of such payment or otherwise makes payment in a manner inconsistent with the OUC's Administrative Policy Manual, as amended from time to time (the "**Manual**"), OUC shall provide the Customer with written notice of such failure, whereupon the Customer shall have ten (10) days within which to remedy such failure by making the required payment. In the event the Customer fails to make any payment within said ten-day period, OUC may suspend the provision of Electrical Service to the Current Phase until such time as the Upgrade Costs have been paid. If Customer's failure to pay continues for a period of ninety (90) days after the expiration of the ten-day grace period, then OUC may resort to any available remedy at law or equity, including the partial termination of this Agreement.

4.2. OUC shall be entitled to make an annual adjustment to the Maintenance Upgrade Cost of up to three (3%) percent per year. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC as contemplated under this subparagraph 4.2 shall be made by written notice to Customer setting forth the new rates and associated revisions to the applicable Upgrade Costs (the "**Increase Notice**"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or

diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything herein to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under the Florida law.

## **5. MUTUAL AGREEMENTS.**

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility and shall indemnify OUC for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or negligence of an employee, agent, licensee or contractor of the Customer, and (ii) damaged for any reason by the Customer's employees, agents, licensees or contractors during the time period when active construction by Customer is ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. In the event Customer is responsible for any required repair or replacement as described in the preceding sentence for which Customer has failed to cause such repair and replacement within fifteen (15) days after receipt of written notice of such damage from OUC, then OUC shall have the right to cause such repair and/or replacement whereupon Customer shall reimburse OUC for the actual, reasonable expenses incurred thereby within thirty (30) days of receipt of an invoice therefor. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting



Equipment shall be vested exclusively with OUC; however, OUC shall not, unless required by applicable laws, regulations or ordinances, permit third parties to install or affix, any telecommunications-related devices, antenna or related equipment on or to the Lighting Facilities for the first ten (10) years of the initial Term as to the Current Phase, unless used for, and limited to, the internal communications of OUC associated with OUC's operations or that of the City of Orlando. Notwithstanding anything herein to the contrary, OUC shall be entitled to any sovereign immunity defenses to which it may be entitled, and OUC does not in any way expand or waive limitations of liability afforded to OUC by virtue of its sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder, other than as provided in Section 4.1 above, which shall remain uncured sixty (60) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to remove the Lighting Facilities in the Current Phase so long as such Lighting Facilities are simultaneously replaced with the City's standard lighting facilities (within Dedicated Roadways). In the event OUC elects to pursue its remedies as described in the preceding sentence, OUC shall be entitled to take possession of any or all items of the Lighting Facilities in the Current Phase and the Customer shall be responsible for the cost of removing such Lighting Facilities, with such work to be done by OUC and billed to the Customer; provided, further, that to the extent other services are being provided by OUC to Customer and are billed along with Lighting Services on a combined service bill, then the payment shortfall may cause such other services to be terminated or suspended as well in accordance with OUC's Administrative Policy Manual.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities

and shall not, without OUC's permission, permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "**Effective Date**" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have an initial term of twenty (20) years (the "**Initial Term**"). The Term for the Current Phase shall begin on the date which is the earlier of (a) the date on which Customer elects to have OUC energize earlier Lighting Equipment installed prior to completion of installation of the final Lighting Facilities for the Current Phase, or (b) the date on which the final Lighting Equipment for the Current Phase is energized (the "**Commencement Date**"). The Term for the Current Phase shall end twenty (20) years after the Commencement Date. At Customer's election, upon written notice to OUC prior to the expiration of the Initial Term, may be renewed up to two (2) times for a period not to exceed five (5) years for each renewal period ("**Subsequent Terms**"). For purposes hereof, the Initial Term and each Subsequent Term, if any, shall be referred herein collectively as the "**Term**". During any Subsequent Term, Customer shall only be required to pay for the Maintenance Upgrade Cost for the Lighting Facilities. OUC agrees that after the Initial Term and any renewal period exercised by Customer, Customer may let the then current term expire in which case OUC may install standard street lighting and Customer shall not be required to pay for the cost of the Electrical Service (including fuel and energy charges) associated with the Lighting Facilities remaining within Dedicated Roadways at the end of the Initial Term or expiration of the Subsequent Term, whichever is applicable. If Customer chooses not to extend the use of the Upgraded Lighting Facilities, the Customer shall be responsible for the cost of removing the Upgraded Lighting Facilities, with such work to be done by OUC and billed to the Customer.

Prior to the installation of full compliment of Lighting Equipment for the Current Phase, the Customer may request in writing to OUC that those Lighting Facilities then installed be energized for operation as completed by OUC rather than waiting for the full compliment of Lighting Equipment to be energized. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement based on the Commencement Date. Such billing shall be based on an adjusted Upgrade Cost for each billing period, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("**Proportional Upgrade Cost**").

5.13. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "**Banners**") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "**Banner Arms**"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms.

Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered  
in the presence of:



Name: Robyn L. Noren

  
Name: Michelle L. Renwick

LAKE NONA LAND COMPANY, LLC.

By: 

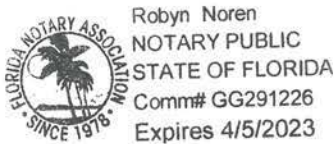
Name: JAMES L. ZBORAL MR


Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6 day of June, 2019, by James L. Zboral, as Pres. of Lake Nona Land Company, LLC, a Florida limited liability company, who is [ ☒ ] personally known to me or [ ☐ ] produced the following identification: \_\_\_\_\_, and who did not take an oath.



  
Notary Public

Printed Name Below Signature

My Commission Expires



Signed, sealed and delivered  
in the presence of:

Patricia A. Notarnicola  
Name: PATRICIA A. Notarnicola

M. E. P.  
Name: Mary Yannakaras

FOR THE USE AND RELIANCE  
OF OUC ONLY: APPROVED  
AS TO FORM AND LEGALITY

Wayne Morris  
Attorney for OUC

Date: July 1<sup>st</sup>, 2019

## ORLANDO UTILITIES COMMISSION

By: Clint Bullock  
Clint Bullock  
General Manager & CEO

Attest: Elizabeth M. Masce  
Name: ELIZABETH M. MASCE  
Title: ASSISTANT SECRETARY

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 2019, by Clint Bullock, as General Manager and CEO of **ORLANDO UTILITIES COMMISSION**, who is personally known to me or he has produced the following identification: \_\_\_\_\_, and who did not take an oath.



M. M. Mendoza  
Notary Public

Printed Name Below Signature

**SCHEDULE 1**  
**THE PROPERTY**

**MEDICAL CITY DRIVE**

LAKE NONA SOUTH PARCEL 19C 95/87 TRACT B (ACCESS & UTILITY) Public  
Records of Orange County, Florida

## **SCHEDULE 2**

### **CURRENT PHASE LIGHTING PLAN**

(6ea) 125w LED GE Cobra Fixture / OUC # 036-23116

(3ea) 40' Octagonal Concrete Pole, Jade Green, / OUC # 001-25545

(6ea) 2 x 8' Aluminum Arm Black / OUC # 036-24026

Customer is responsible for conduit, junction boxes, and pull string per OUC specification

### **SCHEDULE 3**

#### **CURRENT PHASE UPGRADE COST PAYMENT TERMS**

##### **MONTHLY INSTALLMENT:**

During the Term of the Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of \$ 78.39. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

##### **ADDITIONAL CHARGES:**

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

**Certificate of Completion (SCHEDULE 4)**

Project W.O. # \_\_\_\_\_ OUC Account # \_\_\_\_\_

Project Name: \_\_\_\_\_

Customer/Account Name \_\_\_\_\_

Original Monthly Lighting Service Charges:

Investment \_\_\_\_\_; Maintenance; \_\_\_\_\_; Fuel & Energy \_\_\_\_\_.

Original Lighting System Poles & Fixtures and Installation Scope:

*(Original Streetlight Fixture/Pole type/quantity listed here)*

As-built Lighting System Poles & Fixtures and Installation Scope:

*(As-built Streetlight Fixture/Pole type/quantity listed here)*

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment \_\_\_\_\_; Maintenance \_\_\_\_\_; Fuel and Energy \_\_\_\_\_

**ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:**

\_\_\_\_\_  
Authorized OUC Representative; Printed Name & Signature Date \_\_\_\_\_

\_\_\_\_\_  
Authorized Customer Representative; Printed Name & Signature Date \_\_\_\_\_

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**License Agreement for Fountain Maintenance**

**LICENSE AGREEMENT BETWEEN BOGGY CREEK IMPROVEMENT DISTRICT  
AND LNT HOTEL III, LLC, REGARDING FOUNTAIN INSTALLATION AND  
MAINTENANCE WITHIN DISTRICT PROPERTY**

THIS LICENSE AGREEMENT (“**Agreement**”) is made and entered into this 16<sup>th</sup> day of August 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 Boulevard, Suite 270, Orlando, Florida, 32817 (“**District**”); and

**LNT HOTEL III, LLC**, a Florida limited liability company, whose principal address is 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827 (“**Licensee**”).

**RECITALS**

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

**WHEREAS**, the Licensee has requested authorization from the District to install and maintain one (1) fountain on the District’s property identified as Tract A, Lake None Boulevard First Addition of the Official Records of Orange County, Florida, as recorded in Plat Book 67, Page 8, of the Official Records of Orange County, Florida (“**Property**”); and

**WHEREAS**, the District agrees to grant the Licensee authorization pursuant to a non-exclusive license for access and use of the Property for the limited purpose of installing and maintaining one (1) fountain located on the Property; and

**WHEREAS**, the District and the Licensee desire to set forth the terms of their mutual agreement regarding the access and use of the Property.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the District and the Licensee agree as follows:

**1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

**2. GRANT OF LICENSE.** The District hereby grants to the Licensee a non-exclusive license to install and maintain one (1) fountain on the Property. Such installation and fountain shall be installed in full compliance with this Agreement, and applicable laws, regulations and codes. The location of the fountain shall be substantially as depicted in **Exhibit A**.

**3. CONDITIONS ON THE LICENSE.** The License granted in Paragraph 2, above, is subject to the following terms and conditions:

**A.** The Licensee's access to and use of the Property for the purposes contemplated by this Agreement is limited to the scope of the License granted herein and solely in the Property.

**B.** The Licensee shall be fully responsible for the installation of the fountain and any maintenance, damage, removal, or other incidentals associated with the installation, maintenance, ongoing use, and removal of the fountain.

**C.** The District may terminate this License at any time, in its absolute and sole discretion and Licensee shall be entitled to no remuneration.

**4. ACCESS.** The District hereby grants the Licensee and its contractors the limited right to access the Property for the purposes described in this Agreement. The Licensee shall use all due care to accomplish the installation, maintenance, and removal of the fountain without damage to or unreasonable interference with the use of the property of the District, including the Property, and its residents and landowners, or any District improvements. The Licensee shall assume sole responsibility for any and all damage to any real or personal property of the District or of any third parties as a result of or in connection with the Licensee's use of the Property under this Agreement, including, but not limited to, any damage caused by the installation, maintenance, or removal of the fountain. The Licensee shall be responsible for timely returning the Property to its original or better condition upon removal of the fountain. Any such repairs, reconstruction, or reinstallation necessary in order to do so shall be at the Licensee's sole expense. The provisions of this Paragraph 4 shall survive termination of this Agreement.

**5. EFFECTIVE DATE; TERM.** This Agreement shall become effective on the date first written above and shall continue in full force and effect until revoked or terminated in accordance with Paragraph 6 below.

**6. REVOCATION, SUSPENSION AND TERMINATION.** The District and the Licensee expressly acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide written notice to the Licensee of the suspension or revocation. The Licensee shall remove the fountain, at its sole cost, within thirty (30) days of the effective date of the suspension or revocation, unless otherwise agreed to in writing by the District. The Licensee may terminate this Agreement upon written notice to the District. The Licensee shall not be entitled to any compensation, off sets, incidental costs or any other payment under this Agreement whatsoever. The provisions of Paragraphs 4 and 9 shall survive any revocation, suspension or termination of this Agreement.

**7. INSURANCE.** The Licensee shall, at its own expense, maintain insurance during the term of this Agreement, with limits of liability not less than the following General Liability Bodily Injury (including contractual) \$1,000,000/\$2,000,000 and General Liability Property Damage (including contractual) \$1,000,000/\$2,000,000. The District and its supervisors, officers, staff,



employees, representatives and agents shall be named as an additional insured. The Licensee shall furnish the District with a valid and binding Certificate of Insurance evidencing compliance with this requirement prior to Licensee accessing or installing any improvements, including, but not limited to, the fountain contemplated hereunder, on the Property. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

**8. COMPLIANCE WITH LAWS, RULES AND POLICIES.** The Licensee shall comply at all times with relevant statutes and regulations applicable to the purposes contemplated by this Agreement and shall, upon request of the District, provide proof of such compliance.

**9. INDEMNIFICATION.**

**A.** Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**B.** The Licensee will defend, indemnify, save and hold the District and its supervisors, officers, staff, employees, representatives, and agents ("District Indemnitees") harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations arising from the acts or omissions of the Licensee, its members, managers, agents, subcontractors or assigns in connection with the purposes of or otherwise reasonably contemplated by this Agreement.

**C.** For purposes of this section, "acts or omissions" on the part of the Licensee and its members, managers, agents, assigns or subcontractors, includes, but is not limited to:

- i. Installation of the fountain in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency having jurisdiction, unless such permit, license, certification, consent, or other approval is first obtained;
- ii. Any claims of false advertisement, copyright infringement, trademark, or patent violations; and
- iii. Any claims resulting from personal injury and property damage.

**D.** The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Paragraph 9 shall survive the termination of this Agreement.

**10. SOVEREIGN IMMUNITY.** Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**11. RECOVERY OF COSTS AND FEES.** In the event the District is required to enforce this Agreement by court proceedings or otherwise, then if successful, the District shall be entitled to recover from the Licensee all fees and costs incurred, including reasonable attorneys' fees and costs.

**12. DEFAULT.** In the event Licensee shall fail to perform any covenant, term, or provision of this Agreement, then the District shall have the right to immediately terminate this Agreement and Licensee shall remove the fountain from the Property and repair the Property to the same or better condition.

**13. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**14. AMENDMENT.** 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.

**15. ASSIGNMENT.** Neither the District nor the Licensee may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

**16. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the Licensee shall act as an independent contractor. Neither the Licensee nor any individual employed by the Licensee in connection with the use of the Property are employees of the District under the meaning or application of any federal or state laws. The Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees in the use of the Property. The Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and the Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

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

A. If to the District: Boggy Creek Improvement District  
3501 Quadrangle Blvd., 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

B. If to the Licensee: LNT Hotel III, LLC  
6900 Tavistock Lakes Blvd., Suite 200  
Orlando, Florida 32827  
Attn: Howard Long

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 Licensee may deliver Notice on behalf of the District and the Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**18. INTERFERENCE BY THIRD PARTY.** The District shall be solely responsible for enforcing its rights under this Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**19. PUBLIC RECORDS.** Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to Section 119.07(1)(a), *Florida Statutes*, Licensee shall permit such records to be inspected and copied by any person desiring to do so. Failure of Licensee to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

**20. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Orange County, Florida.

**21. ARM'S LENGTH NEGOTIATION.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this

Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

**22. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason of, or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended nor shall be construed to confer upon any person or legal entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.

**23. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this Agreement.

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

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

**26. COUNTERPARTS.** This Agreement 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.

[SIGNATURE PAGE FOLLOWS]

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

**Attest:**

**BOGGY CREEK IMPROVEMENT DISTRICT**

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_, Board of Supervisors

**Witness:**

**LNT HOTEL III, LLC**, a Florida limited liability company

\_\_\_\_\_  
(Signature of Witness)

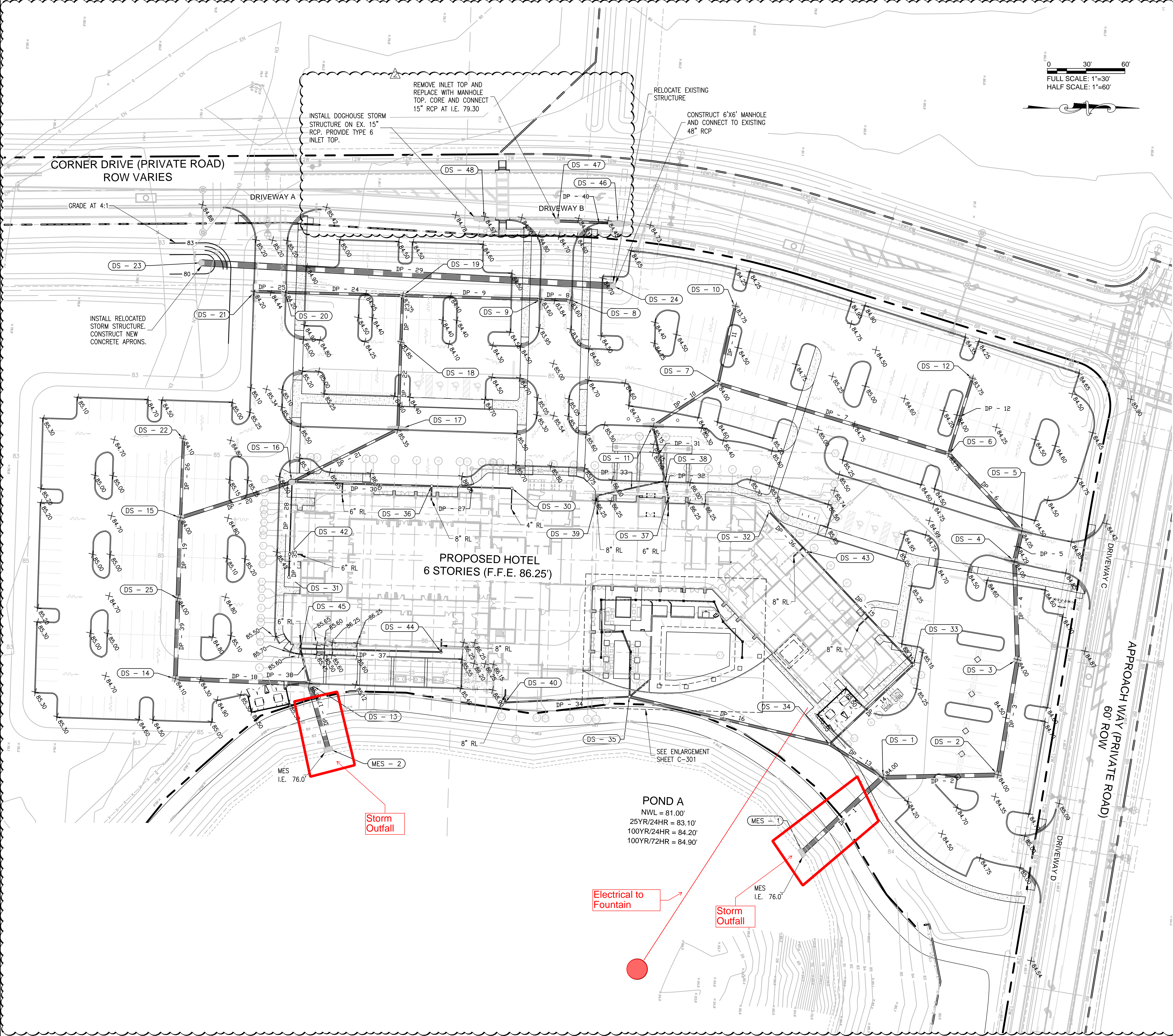
\_\_\_\_\_  
Print: Howard Long  
Its: Vice President

**EXHIBIT A:** Location of Fountain



Exhibit A

Location of Fountain





# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Resolution 2022-09,  
Adopting the Fiscal Year 2023 Budget  
and Appropriating Funds**

## RESOLUTION 2022-09

### THE ANNUAL APPROPRIATION RESOLUTION OF THE BOGGY CREEK IMPROVEMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2022, submitted to the Board of Supervisors ("**Board**") of the Boggy Creek Improvement District ("**District**") proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Boggy Creek Improvement District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.



## SECTION 2.        APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND(S)	\$ _____
TOTAL ALL FUNDS	\$ _____

## SECTION 3.        BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023, or within 60 days following the end of the Fiscal Year 2022/2023, may amend its Adopted Budget for that fiscal year as follows:

- a.        A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b.        The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c.        Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4.        EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 16TH DAY OF AUGUST 2022.**

ATTEST:

**BOGGY CREEK IMPROVEMENT  
DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:** Fiscal Year 2022/2023 Budget

## EXHIBIT A

**Boggy Creek Improvement District**  
FY 2023 Proposed O&M Budget

	Actual Through 07/31/2022	Anticipated 08/2022 - 09/2022	Anticipated FY 2022 Total	FY 2022 Adopted Budget	FY 2023 Proposed Budget
<b><u>Revenues</u></b>					
Assessments	\$ 875,594.19	\$ 44,861.25	\$ 920,455.44	\$ 920,455.44	\$ 920,455.44
Developer Contributions	223,387.56	43,906.94	267,294.50	725,319.70	725,319.70
Carryforward Revenue	158,495.70	-	158,495.70	26,738.53	113,914.01
<b>Net Revenues</b>	<b>\$ 1,257,477.45</b>	<b>\$ 88,768.19</b>	<b>\$ 1,346,245.64</b>	<b>\$ 1,672,513.67</b>	<b>\$ 1,759,689.15</b>
<b><u>General &amp; Administrative Expenses</u></b>					
<b>Legislative</b>					
Supervisor Fees	\$ 2,800.00	\$ 800.00	\$ 3,600.00	\$ 4,800.00	\$ 4,800.00
<b>Financial &amp; Administrative</b>					
Public Officials' Liability Insurance	3,620.00	-	3,620.00	3,850.00	3,850.00
Trustee Services	7,590.19	-	7,590.19	7,000.00	8,500.00
Management	33,333.30	6,666.70	40,000.00	40,000.00	40,000.00
Engineering	15,435.50	3,087.10	18,522.60	11,500.00	11,500.00
Dissemination Agent	3,750.00	1,250.00	5,000.00	5,000.00	5,000.00
Property Appraiser	-	-	-	-	1,000.00
District Counsel	27,821.22	5,564.24	33,385.46	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	3,775.00	1,225.00	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	44.51	8.90	53.41	300.00	300.00
Telephone	-	8.33	8.33	50.00	50.00
Postage & Shipping	185.02	37.00	222.02	500.00	500.00
Copies	-	333.33	333.33	2,000.00	1,500.00
Legal Advertising	5,618.51	1,123.70	6,742.21	9,500.00	8,000.00
Bank Fees	-	-	-	360.00	360.00
Miscellaneous	352.35	70.47	422.82	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
Web Site Maintenance	2,200.00	570.00	2,770.00	2,700.00	3,000.00
Holiday Decorations	400.00	-	400.00	6,000.00	2,000.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 114,725.60</b>	<b>\$ 22,319.77</b>	<b>\$ 137,045.37</b>	<b>\$ 141,085.00</b>	<b>\$ 142,285.00</b>

**Boggy Creek Improvement District**  
FY 2023 Proposed O&M Budget

	Actual Through 07/31/2022	Anticipated 08/2022 - 09/2022	Anticipated FY 2022 Total	FY 2022 Adopted Budget	FY 2023 Proposed Budget
<b><u>Field Operations Expenses</u></b>					
<b>Electric Utility Services</b>					
Electric	\$ 4,268.05	\$ 853.61	\$ 5,121.66	\$ 5,500.00	\$ 6,000.00
Entry Lighting	-	83.33	83.33	500.00	500.00
<b>Water-Sewer Combination Services</b>					
Water Reclaimed	27,036.88	5,407.38	32,444.26	30,000.00	30,000.00
<b>Other Physical Environment</b>					
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	33,469.40	6,693.88	40,163.28	60,000.00	60,000.00
Landscaping Maintenance & Material	223,894.40	44,778.88	268,673.28	276,839.00	374,220.00
Landscape Improvements	59,721.20	10,000.00	69,721.20	65,000.00	65,000.00
Tree Trimming	8,500.00	-	8,500.00	20,000.00	20,000.00
Contingency	10,466.81	2,093.36	12,560.17	65,005.50	30,000.00
Pest Control	1,510.00	-	1,510.00	3,020.00	3,020.00
<b>Shuttle Financing</b>					
Insurance	-	833.33	833.33	5,000.00	5,000.00
Maintenance	50,310.00	10,062.00	60,372.00	216,000.00	216,000.00
Vehicle Cost (Loan Payment)	147,039.77	29,407.95	176,447.72	358,000.00	146,319.70
BEEP Operating Costs	18,018.29	3,603.66	21,621.95	146,319.70	358,000.00
<b>Interchange Maintenance Expenses</b>					
IME - Aquatics Maintenance	2,713.74	542.75	3,256.49	3,445.00	3,445.00
IME - Irrigation Repair	2,576.46	515.29	3,091.75	3,250.00	3,250.00
IME - Landscaping	76,079.04	15,215.81	91,294.85	88,370.10	89,506.95
IME - Landscape Improvements	-	-	-	-	13,000.00
IME - Lighting	655.99	131.20	787.19	812.50	1,300.00
IME - Miscellaneous	99.12	19.82	118.94	4,225.00	6,500.00
IME - Water Reclaimed	371.39	74.28	445.67	1,625.00	1,625.00
<b>Road &amp; Street Facilities</b>					
Entry and Wall Maintenance	3,493.72	698.74	4,192.46	15,000.00	20,000.00
Streetlights	58,426.52	11,685.30	70,111.82	96,390.20	97,590.83
<b>Parks &amp; Recreation</b>					
Personnel Leasing Agreement	30,000.10	5,999.90	36,000.00	36,000.00	36,000.00
<b>Reserves</b>					
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
<b>Total Field Operations Expenses</b>	<b>\$ 766,690.88</b>	<b>\$ 171,227.14</b>	<b>\$ 937,918.02</b>	<b>\$ 1,531,528.67</b>	<b>\$ 1,617,504.15</b>
<b>Total Expenses</b>	<b>\$ 881,416.48</b>	<b>\$ 193,546.91</b>	<b>\$ 1,074,963.39</b>	<b>\$ 1,672,613.67</b>	<b>\$ 1,759,789.15</b>
<b>Income (Loss) from Operations</b>	<b>\$ 376,060.97</b>	<b>\$ (104,778.72)</b>	<b>\$ 271,282.25</b>	<b>\$ (100.00)</b>	<b>\$ (100.00)</b>
<b><u>Other Income (Expense)</u></b>					
Interest Income	\$ 94.01	\$ 18.80	\$ 112.81	\$ 100.00	\$ 100.00
<b>Total Other Income (Expense)</b>	<b>\$ 94.01</b>	<b>\$ 18.80</b>	<b>\$ 112.81</b>	<b>\$ 100.00</b>	<b>\$ 100.00</b>
<b>Net Income (Loss)</b>	<b>\$ 376,154.98</b>	<b>\$ (104,759.92)</b>	<b>\$ 271,395.06</b>	<b>\$ -</b>	<b>\$ -</b>

Boggy Creek Improvement District  
FY 2023 Proposed Debt Service Budget  
Series 2013 Special Assessment Bonds

	FY 2023 Proposed Budget
REVENUES:	
Special Assessments Series 2013	\$ 5,098,121.88
TOTAL REVENUES	<u>\$ 5,098,121.88</u>
EXPENDITURES:	
Series 2013 - Interest 11/01/2022	\$ 1,152,100.00
Series 2013 - Principal 05/01/2023	1,685,000.00
Series 2013 - Interest 05/01/2023	1,152,100.00
TOTAL EXPENDITURES	<u>\$ 3,989,200.00</u>
EXCESS REVENUES	<u>\$ 1,108,921.88</u>
Series 2013 - Interest 11/01/2023	\$ 1,108,921.88

# Boggy Creek Improvement District

## Budget Item Descriptions

### FY 2022 – 2023

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#### *Revenues*

---

##### **Off-Roll Assessments**

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector, but it can also be collected via a direct bill (referred to as Off Roll) from the district.

##### **Developer Contribution**

Funding from the Developer.

##### **Carryforward Revenue**

Unused income from a prior year which is available as cash for the current year.

---

#### *General & Administrative Expenses*

---

##### **Supervisor Fees**

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated for meeting attendance and to receive up to \$200.00 per meeting plus payroll taxes. The amount for the Fiscal Year is based upon all supervisors attending the meetings.

##### **Public Officials' Liability Insurance**

Supervisors' and Officers' liability insurance.

##### **Trustee Services**

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the district trust accounts.

##### **Management**

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

##### **Engineering**

The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the district throughout the year.

# Boggy Creek Improvement District

## Budget Item Descriptions

### FY 2022 – 2023

#### **Dissemination Agent**

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the dissemination agent provides to the trustee and bond holders.

#### **District Counsel**

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

#### **Assessment Administration**

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

#### **Reamortization Schedules**

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

#### **Audit**

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

#### **Arbitrage Calculation**

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate an arbitrage rebate liability.

#### **Travel and Per Diem**

Travel to and from meetings as related to the District.

#### **Telephone**

Telephone and fax machine services.

#### **Postage & Shipping**

Mail, overnight deliveries, correspondence, etc.

#### **Copies**

Printing and binding Board agenda packages, letterhead, envelopes, and copies.

# Boggy Creek Improvement District

## Budget Item Descriptions

### FY 2022 – 2023

#### **Legal Advertising**

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to, monthly meetings, special meetings, and public hearings for the District.

#### **Bank Fees**

Bank fees associated with the services the District uses with the bank (e.g. remote deposit capture, positive pay, wire transfers, ACH payments, monthly maintenance, etc.).

#### **Miscellaneous**

Other general & administrative expenses incurred throughout the year.

#### **Office Supplies**

General office supplies associated with the District.

#### **Property Taxes**

Ad Valorem taxes on District property that is not tax-exempt.

#### **Website Maintenance**

Website maintenance fee.

#### **Holiday Decorations**

District decorations for the holidays.

#### **Dues, Licenses & Fees**

The District is required to pay an annual fee to the Department of Economic Opportunity.

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### *Field Operations Expenses*

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#### ***Electric Utility Services***

##### **Electric**

The District pays for electric meters used on District-owned roads.

##### **Entry Lighting**

Lighting charges for District entryways.



Boggy Creek Improvement District  
Budget Item Descriptions  
FY 2022 – 2023

***Water-Sewer Combination Services***

**Water Reclaimed**

Water used for irrigation

***Other Physical Environment***

**General Insurance**

General liability insurance.

**Property & Casualty**

Insurance to protect property and cover casualty.

**Other Insurance**

Insurance to protect the District not otherwise covered under D&O, General, or Property & Casualty.

**Irrigation Repairs**

Inspection and repair of irrigation system.

**Landscaping Maintenance & Material**

Contracted landscaping within the boundaries of the District.

**Landscape Improvements**

Improvements in landscape above and beyond what is already contracted for property owned by District.

**Tree Trimming**

Trimming of trees on District property.

**Contingency**

Other Field Operations expenses incurred throughout the year.

**Pest Control**

Pest control services.

***Shuttle Financing***

**Insurance**

Developer-funded cost of insurance for BEEP transportation.

# Boggy Creek Improvement District

## Budget Item Descriptions

### FY 2022 – 2023

#### **Maintenance**

Developer-funded cost of maintenance for BEEP transportation.

#### **Vehicle Cost**

Developer-funded cost of the vehicles required for BEEP transportation.

#### **BEEP Operating Costs**

Developer-funded cost of operations for BEEP transportation.

#### ***Interchange Maintenance Expenses***

##### **IME – Aquatics Maintenance**

Pond maintenance as it relates to the Interchange. The District is responsible for only a portion of the cost. Greenway Improvement District and Myrtle Creek Improvement District each chip in for the remainder.

##### **IME – Irrigation Repair**

Irrigation repairs as they relate to the Interchange. The District is responsible for only a portion of the cost. Greenway Improvement District and Myrtle Creek Improvement District each chip in for the remainder.

##### **IME – Landscaping**

Landscaping services as they relate to the Interchange. The District is responsible for only a portion of the cost. Greenway Improvement District and Myrtle Creek Improvement District each chip in for the remainder.

##### **IME – Lighting**

Lighting services as they relate to the Interchange. The District is responsible for only a portion of the cost. Greenway Improvement District and Myrtle Creek Improvement District each chip in for the remainder.

##### **IME – Miscellaneous**

Other interchange expenses as they relate to the Interchange. The District is responsible for only a portion of the cost. Greenway Improvement District and Myrtle Creek Improvement District each chip in for the remainder.

##### **IME – Water Reclaimed**

Water reclaimed services as they relate to the Interchange. The District is responsible for only a portion of the cost. Greenway Improvement District and Myrtle Creek Improvement District each chip in for the remainder.

#### ***Road & Street Facilities***

##### **Entry and Wall Maintenance**

Maintenance of entrance(s) and walls within the District.

##### **Streetlights**

Streetlighting expenses within the District.

Boggy Creek Improvement District  
Budget Item Descriptions  
FY 2022 – 2023

***Parks & Recreation***

**Personnel Leasing Agreement**

The lease of outside personnel per signed agreement.

***Reserves***

**Infrastructure Capital Reserve**

Funds reserved for infrastructure capital repairs/maintenance/replacement. These funds are kept in a separate bank account.

**Interchange Maintenance Reserve**

Funds reserved for interchange maintenance/repairs. These funds are kept in a separate bank account.

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***Other Income (Expense)***

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**Interest Income**

Income from interest earnings.

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Resolution 2022-10,  
Adopting an Assessment Roll for Fiscal Year 2023 and  
Certifying Special Assessments for Collection**

## RESOLUTION 2022-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District is located in the City of Orlando, Orange County, Florida ("**County**"); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"), attached hereto as **Exhibit "A**;" and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B,"** and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits "A" and "B,"** and is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

**A. Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**

- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2022; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2022, 25% due no later than February 1, 2023 and 25% due no later than May 1, 2023. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2022/2023, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 16th day of August 2022.

ATTEST:

**BOGGY CREEK IMPROVEMENT DISTRICT**

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Secretary / Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll (Uniform Method)

Assessment Roll (Direct Collect)



## EXHIBIT A

**Boggy Creek Improvement District**  
FY 2023 Proposed O&M Budget

	Actual Through 07/31/2022	Anticipated 08/2022 - 09/2022	Anticipated FY 2022 Total	FY 2022 Adopted Budget	FY 2023 Proposed Budget
<b><u>Revenues</u></b>					
Assessments	\$ 875,594.19	\$ 44,861.25	\$ 920,455.44	\$ 920,455.44	\$ 920,455.44
Developer Contributions	223,387.56	43,906.94	267,294.50	725,319.70	725,319.70
Carryforward Revenue	158,495.70	-	158,495.70	26,738.53	113,914.01
<b>Net Revenues</b>	<b>\$ 1,257,477.45</b>	<b>\$ 88,768.19</b>	<b>\$ 1,346,245.64</b>	<b>\$ 1,672,513.67</b>	<b>\$ 1,759,689.15</b>
<b><u>General &amp; Administrative Expenses</u></b>					
<b>Legislative</b>					
Supervisor Fees	\$ 2,800.00	\$ 800.00	\$ 3,600.00	\$ 4,800.00	\$ 4,800.00
<b>Financial &amp; Administrative</b>					
Public Officials' Liability Insurance	3,620.00	-	3,620.00	3,850.00	3,850.00
Trustee Services	7,590.19	-	7,590.19	7,000.00	8,500.00
Management	33,333.30	6,666.70	40,000.00	40,000.00	40,000.00
Engineering	15,435.50	3,087.10	18,522.60	11,500.00	11,500.00
Dissemination Agent	3,750.00	1,250.00	5,000.00	5,000.00	5,000.00
Property Appraiser	-	-	-	-	1,000.00
District Counsel	27,821.22	5,564.24	33,385.46	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	3,775.00	1,225.00	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	44.51	8.90	53.41	300.00	300.00
Telephone	-	8.33	8.33	50.00	50.00
Postage & Shipping	185.02	37.00	222.02	500.00	500.00
Copies	-	333.33	333.33	2,000.00	1,500.00
Legal Advertising	5,618.51	1,123.70	6,742.21	9,500.00	8,000.00
Bank Fees	-	-	-	360.00	360.00
Miscellaneous	352.35	70.47	422.82	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
Web Site Maintenance	2,200.00	570.00	2,770.00	2,700.00	3,000.00
Holiday Decorations	400.00	-	400.00	6,000.00	2,000.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 114,725.60</b>	<b>\$ 22,319.77</b>	<b>\$ 137,045.37</b>	<b>\$ 141,085.00</b>	<b>\$ 142,285.00</b>

**Boggy Creek Improvement District**  
FY 2023 Proposed O&M Budget

	Actual Through 07/31/2022	Anticipated 08/2022 - 09/2022	Anticipated FY 2022 Total	FY 2022 Adopted Budget	FY 2023 Proposed Budget
<b><u>Field Operations Expenses</u></b>					
<b>Electric Utility Services</b>					
Electric	\$ 4,268.05	\$ 853.61	\$ 5,121.66	\$ 5,500.00	\$ 6,000.00
Entry Lighting	-	83.33	83.33	500.00	500.00
<b>Water-Sewer Combination Services</b>					
Water Reclaimed	27,036.88	5,407.38	32,444.26	30,000.00	30,000.00
<b>Other Physical Environment</b>					
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	33,469.40	6,693.88	40,163.28	60,000.00	60,000.00
Landscaping Maintenance & Material	223,894.40	44,778.88	268,673.28	276,839.00	374,220.00
Landscape Improvements	59,721.20	10,000.00	69,721.20	65,000.00	65,000.00
Tree Trimming	8,500.00	-	8,500.00	20,000.00	20,000.00
Contingency	10,466.81	2,093.36	12,560.17	65,005.50	30,000.00
Pest Control	1,510.00	-	1,510.00	3,020.00	3,020.00
<b>Shuttle Financing</b>					
Insurance	-	833.33	833.33	5,000.00	5,000.00
Maintenance	50,310.00	10,062.00	60,372.00	216,000.00	216,000.00
Vehicle Cost (Loan Payment)	147,039.77	29,407.95	176,447.72	358,000.00	146,319.70
BEEP Operating Costs	18,018.29	3,603.66	21,621.95	146,319.70	358,000.00
<b>Interchange Maintenance Expenses</b>					
IME - Aquatics Maintenance	2,713.74	542.75	3,256.49	3,445.00	3,445.00
IME - Irrigation Repair	2,576.46	515.29	3,091.75	3,250.00	3,250.00
IME - Landscaping	76,079.04	15,215.81	91,294.85	88,370.10	89,506.95
IME - Landscape Improvements	-	-	-	-	13,000.00
IME - Lighting	655.99	131.20	787.19	812.50	1,300.00
IME - Miscellaneous	99.12	19.82	118.94	4,225.00	6,500.00
IME - Water Reclaimed	371.39	74.28	445.67	1,625.00	1,625.00
<b>Road &amp; Street Facilities</b>					
Entry and Wall Maintenance	3,493.72	698.74	4,192.46	15,000.00	20,000.00
Streetlights	58,426.52	11,685.30	70,111.82	96,390.20	97,590.83
<b>Parks &amp; Recreation</b>					
Personnel Leasing Agreement	30,000.10	5,999.90	36,000.00	36,000.00	36,000.00
<b>Reserves</b>					
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
<b>Total Field Operations Expenses</b>	<b>\$ 766,690.88</b>	<b>\$ 171,227.14</b>	<b>\$ 937,918.02</b>	<b>\$ 1,531,528.67</b>	<b>\$ 1,617,504.15</b>
<b>Total Expenses</b>	<b>\$ 881,416.48</b>	<b>\$ 193,546.91</b>	<b>\$ 1,074,963.39</b>	<b>\$ 1,672,613.67</b>	<b>\$ 1,759,789.15</b>
<b>Income (Loss) from Operations</b>	<b>\$ 376,060.97</b>	<b>\$ (104,778.72)</b>	<b>\$ 271,282.25</b>	<b>\$ (100.00)</b>	<b>\$ (100.00)</b>
<b><u>Other Income (Expense)</u></b>					
Interest Income	\$ 94.01	\$ 18.80	\$ 112.81	\$ 100.00	\$ 100.00
<b>Total Other Income (Expense)</b>	<b>\$ 94.01</b>	<b>\$ 18.80</b>	<b>\$ 112.81</b>	<b>\$ 100.00</b>	<b>\$ 100.00</b>
<b>Net Income (Loss)</b>	<b>\$ 376,154.98</b>	<b>\$ (104,759.92)</b>	<b>\$ 271,395.06</b>	<b>\$ -</b>	<b>\$ -</b>

Boggy Creek Improvement District  
FY 2023 Proposed Debt Service Budget  
Series 2013 Special Assessment Bonds

	FY 2023 Proposed Budget
REVENUES:	
Special Assessments Series 2013	\$ 5,098,121.88
TOTAL REVENUES	<u>\$ 5,098,121.88</u>
EXPENDITURES:	
Series 2013 - Interest 11/01/2022	\$ 1,152,100.00
Series 2013 - Principal 05/01/2023	1,685,000.00
Series 2013 - Interest 05/01/2023	1,152,100.00
TOTAL EXPENDITURES	<u>\$ 3,989,200.00</u>
EXCESS REVENUES	<u>\$ 1,108,921.88</u>
Series 2013 - Interest 11/01/2023	\$ 1,108,921.88

## EXHIBIT B

Boggy Creek Improvement District  
FY 2023 Proposed Assessments

Parcel ID	Acreage	Owner	FY 22-23 Series 2013 Bond Assessment	FY 22-23 O&M Assessment	Total FY 22-23 CDD Assessment
<b>Future Development</b>					
24-24-30-4939-02-000	12.69	LAKE NONA LAND CO LLC	27,870.38	7,650.50	35,520.88
23-24-30-0000-00-009	12.82	LAKE NONA LAND CO LLC	28,164.75	7,731.30	35,896.05
23-24-30-0000-00-006	22.49	LANDPORT LAND HOLDING INC	49,407.49	13,562.49	62,969.98
22-24-30-0000-00-006	185.22	LAKE NONA LAND CO LLC	406,890.43	111,692.57	518,583.00
23-24-30-4968-02-000	9.61	LNT HOTEL III LLC	21,112.53	5,795.45	26,907.98
26-24-30-0000-00-014	253.97	LAKE NONA LAND CO LLC	557,912.92	153,148.68	711,061.60
26-24-30-0000-00-023	36.75	LAKE NONA RESEARCH I LLC	80,728.99	22,160.34	102,889.33
36-24-30-0000-00-004	33.65	LAKE NONA LAND CO LLC	73,914.62	20,289.77	94,204.39
25-24-30-6052-01-000	31.90	NEMOURS FOUNDATION	-	19,236.30	19,236.30
26-24-30-0000-00-022	1.04	LAKE NONA LAND CO LLC	2,275.85	624.73	2,900.58
26-24-30-0000-00-022	19.72	LAKE NONA LAND CO LLC	43,316.81	11,890.59	55,207.40
23-24-30-4973-00-001	0.21	LANDPORT LAND HOLDING INC	452.53	124.22	576.75
26-24-30-4932-02-000	11.40	CENTRAL FLORIDA HEALTH SERVICES LLC	25,049.73	6,876.22	31,925.95
26-24-30-0000-00-018	4.66	LAKE NONA LAND CO LLC	10,228.15	2,807.66	13,035.81
26-24-30-7650-02-000	22.51	UNIVERSITY OF CENTRAL FLORIDA REAL ESTATE FOUNDATION LLC	-	13,570.94	13,570.94
26-24-30-4972-02-000	59.96	LAKE NONA LAND CO LLC	131,718.15	36,157.00	167,875.15
26-24-30-4972-01-000	14.43	LN TOWNCENTER II LLC	31,699.35	8,701.56	40,400.91
26-24-30-4983-01-000	0.75	LN TOWNCENTER III LLC	1,640.98	450.46	2,091.44
26-24-30-0000-00-039	58.02	DYNAMIC CAMPUS LLC	127,460.82	34,988.35	162,449.17
26-24-30-0000-00-040	4.83	LAKE NONA LAND CO LLC	10,601.60	2,910.17	13,511.77
26-24-30-7650-01-000	18.27	UCF Real Estate Foundation, LLC	-	11,017.15	11,017.15
26-24-30-4984-04-000	0.25	LN TOWNCENTER II LLC	538.21	147.74	685.95
<b>Total Land Assessments</b>	<b>815.12</b>		<b>1,630,973.29</b>	<b>491,534.19</b>	<b>2,122,518.48</b>
<b>SPMP Assessments</b>					
26-24-30-4984-05-000	11.21	LN TOWNCENTER II LLC	n/a	-	-
26-24-30-4983-02-000	3.58	LN TOWNCENTER III LLC	n/a	-	-
25-24-30-6052-01-000	26.67	NEMOURS FOUNDATION	n/a	93,019.90	93,019.90
25-24-30-6052-01-000	1.43	NEMOURS FOUNDATION	31,193.54	3,536.76	34,730.30
26-24-30-0000-00-037	5.00	AMICUS BIOLOGICS INC	165,230.43	18,734.01	183,964.44
23-24-30-4973-00-010	1.29	CLAYTON INVESTMENTS LLC	3,912.19	443.57	4,355.76
23-24-30-4968-01-000	15.00	LN DRIVE SHACK LLC	79,416.14	9,004.33	88,420.47
26-24-30-4970-01-000	4.88	LNJJ LLC	42,980.53	4,873.17	47,853.70
26-24-30-8601-01-000	5.25	UNIVERSITY OF FLORIDA FOUNDATION INC	n/a	10,362.90	10,362.90
26-24-30-1445-01-000	12.00	UNIVERSITY OF CENTRAL FLORIDA REAL ESTATE FOUNDATION LLC	n/a	17,487.30	17,487.30
26-24-30-4932-02-001	25.23	UNIVERSITY OF CENTRAL FLORIDA	246,174.18	27,911.61	274,085.80
26-24-30-4932-02-001	incl above	UNIVERSITY OF CENTRAL FLORIDA	59,154.64	6,707.07	65,861.71
26-24-30-7650-01-000	9.22	UNIVERSITY OF CENTRAL FLORIDA REAL ESTATE FOUNDATION LLC	n/a	36,251.77	36,251.77
26-24-30-4961-01-000	12.17	LAKE NONA INNOVATION CENTER I LLC	82,551.09	9,359.74	91,910.83
26-24-30-4984-06-000	1.65	LNT HOTEL II LLC	167,665.25	19,010.11	186,675.36
26-24-30-4984-06-000	incl above	LNT HOTEL II LLC	40,536.00	4,596.03	45,132.03
26-24-30-4956-01-002	0.79	LNT OFFICE I LLC	79,135.92	8,972.50	88,108.42

Boggy Creek Improvement District  
FY 2023 Proposed Assessments

Parcel ID	Acreage	Owner	FY 22-23 Series 2013 Bond Assessment	FY 22-23 O&M Assessment	Total FY 22-23 CDD Assessment
26-24-30-4956-01-000	7.91	LN TOWNCENTER I LLC	9,369.76	1,062.36	10,432.12
26-24-30-4956-01-000	incl above	LN TOWNCENTER I LLC	9,621.91	1,090.95	10,712.85
26-24-30-4956-01-000	incl above	LN TOWNCENTER I LLC	12,084.90	1,370.20	13,455.10
26-24-30-4956-01-000	incl above	LN TOWNCENTER I LLC	6,314.09	715.90	7,029.99
26-24-30-4956-01-000	incl above	LN TOWNCENTER I LLC	70,699.11	8,015.93	78,715.04
26-24-30-4956-01-001	1.06	LNT HOTEL I LLC	159,087.03	18,037.50	177,124.53
26-24-30-4956-01-003	0.90	LNT OFFICE II LLC	201,894.96	22,891.16	224,786.12
26-24-30-4984-01-000	1.93	LNT MOB LLC	168,403.50	19,093.85	187,497.35
26-24-30-4977-01-001	0.87	LNT OFFICE III LLC	129,470.85	14,679.52	144,150.37
26-24-30-4984-03-000	0.35	LN TOWNCENTER II LLC	17,179.84	1,947.88	19,127.72
26-24-30-4984-02-000	0.72	LNT MOB LLC	147,372.56	16,709.39	164,081.95
26-24-30-4984-02-000	incl above	LNT MOB LLC	15,444.70	1,751.14	17,195.84
26-24-30-4984-02-000	incl above	LNT MOB LLC	27,466.95	3,114.23	30,581.18
26-24-30-4979-01-000	4.91	LAKE NONA LAND CO LLC (Ground Lease to SIMCOM)	85,369.43	9,679.26	95,048.69
26-24-30-4977-01-000	4.14	LN TOWNCENTER III LLC	301,928.47	34,232.92	336,161.39
26-24-30-4980-01-000	2.50	LN Pixon LLC	-	3,183.10	3,183.10
26-24-30-4980-01-000	incl above	LN Pixon LLC	-	1,075.18	1,075.18
<b>Total SPMP Assessments</b>	<b>160.64</b>		<b>2,359,657.97</b>	<b>428,921.25</b>	<b>2,788,579.22</b>
<b>Grand Total</b>	<b>975.76</b>		<b>3,990,631.26</b>	<b>920,455.44</b>	<b>4,911,086.70</b>

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Operation and Maintenance Expenditures Paid  
in July 2022 in amount totaling \$44,795.98**



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

The total items being presented:      **\$44,795.98**

Approval of Expenditures:

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\_\_\_\_\_ Chairman

\_\_\_\_\_ Vice Chairman

\_\_\_\_\_ Assistant Secretary

# Boggy Creek Improvement District

## AP Check Register (Current by Bank)

Check Dates: 7/1/2022 to 7/31/2022

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
<b>BANK ID: SUN - CITY NATIONAL BANK</b>					<b>001-101-0000-00-01</b>
3964	07/05/22	M	TRUIST	Truist Governmental Finance	\$146,319.70
3965	07/13/22	M	BTEGF	Berger, Toombs, Elam, Gaines &	\$3,775.00
3966	07/13/22	M	KUTAK	Kutak Rock	\$3,814.93
3967	07/13/22	M	ORLSEN	Orlando Sentinel	\$1,532.22
3968	07/13/22	M	PFMGC	PFM Group Consulting	\$11.71
3969	07/18/22	M	KUTAK	Kutak Rock	\$3,441.50
3970	07/25/22	M	AWC	Aquatic Weed Control, Inc.	\$835.00
3971	07/25/22	M	BERCON	Berman Construction	\$3,000.01
3972	07/25/22	M	CEPRA	Cepira Landscape	\$5,427.60
3973	07/25/22	M	DONMC	Donald W. McIntosh Associates	\$2,343.00
3974	07/25/22	M	DWC	DWC Outdoors & Hauling	\$5,900.00
3975	07/25/22	M	PFMGC	PFM Group Consulting	\$3,403.56
3976	07/25/22	M	TCZAPK	Thaddeus Czapka	\$200.00
3977	07/25/22	M	VGLOBA	VGlobalTech	\$570.00

**BANK SUN REGISTER TOTAL:** **\$180,574.23**

**GRAND TOTAL :** **\$180,574.23**

34,254.53	Checks 3965-3977
146,319.70	Check 3964 - Truist Governmental Finance
10,541.45	PA 547 - OUC invoice paid
19,694.41	FR 36 - BEEP payment
19,570.00	FR 38 - BEEP payment
3,045.82	Duplicate payment from Midtown: returned
233,425.91	Cash Spent
44,795.98	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

### Funding Request #036

6/10/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>BEEP, Inc.</b> Shuttle Services Provided - 2 Shuttles	135	\$ 19,694.41
2	<b>Kutak Rock</b> Local Alternative Mobility Net Counsel Services Through 04/30/2022	3053743	\$ 1,914.00
TOTAL			\$ 21,608.41

# BOGGY CREEK IMPROVEMENT DISTRICT

## Funding Request #037

6/17/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Truist Governmental Finance</b> BEEP Truist Loan 990900220300001	--	\$ 146,319.70
TOTAL			\$ 146,319.70

## BOGGY CREEK IMPROVEMENT DISTRICT

### Funding Request #038

7/1/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>BEEP, Inc.</b> Shuttle Services Provided - 2 Shuttles	174	\$ 19,570.00
2	<b>Kutak Rock</b> Local Alternative Mobility Net Counsel Services Through 05/31/2022	3067756	\$ 3,441.50
TOTAL			\$ 23,011.50

## BOGGY CREEK IMPROVEMENT DISTRICT

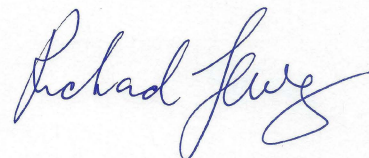
### Payment Authorization #550

7/1/2022

Item No.	Payee	Invoice Number	General Fund
1	Berger, Toombs, Elam, Gaines & Frank FY 2021 Audit	359048	\$ 3,775.00
2	Kutak Rock General Counsel Through 05/31/2022	3067754	\$ 1,900.93
3	Orlando Sentinel Legal Advertising Through 06/14/2022 (Ads: 7201135, 7227034)	OSC55846617	\$ 1,532.22
4	PFM Group Consulting May Reimbursables	OE-EXP-06-0005	\$ 11.71

**TOTAL \$ 7,219.86**

  
Secretary/Assistant Secretary

  
Chairperson

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

**RECEIVED**

By Amanda Lane at 2:30 pm, Jul 08, 2022

## BOGGY CREEK IMPROVEMENT DISTRICT

## Payment Authorization #551

7/8/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Aquatic Weed Control</b> July Waterway Service	72429	\$ 835.00
2	<b>Cepira Landscape</b> July Sections 1 & 2 Landscaping July Interchange Landscaping OUC Mainline Repair	ORL2365 ORL2392 ORL2509	\$ 22,428.93 \$ 24,211.00 \$ 1,794.00
3	<b>Donald W McIntosh Associates</b> Engineering Services Through 06/17/2022 Stormwater Management System Needs Analysis Through 06/24/2022	42824 42837	\$ 375.00 \$ 1,968.00
4	<b>OUC</b> Acct: 2562183178 ; Service 06/02/2022 - 07/01/2022	--	\$ 10,541.45

<b>TOTAL</b>	<b>\$ 62,153.38</b>
--------------	---------------------

Lynne — Muriel

**Secretary/Assistant Secretary**

Richard Lutz

**Chairperson**

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

RECEIVED

**By Amanda Lane at 11:56 am, Jul 21, 2022**

## BOGGY CREEK IMPROVEMENT DISTRICT


### Payment Authorization #552

7/15/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Berman Construction</b> June Administrator & Irrigation Specialist	19776	\$ 3,000.01
2	<b>Cepira Landscape</b> June Irrigation Repairs	ORL2500	\$ 3,633.60
3	<b>PFM Group Consulting</b> Billable Expenses DM Fee: July 2022	120878 DM-07-2022-06	\$ 39.26 \$ 3,333.33

**TOTAL \$ 10,006.20**

  
Secretary/Assistant Secretary

  
Chairperson

  
7/17/22

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

**RECEIVED**

By Amanda Lane at 5:01 pm, Jul 21, 2022



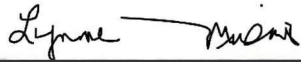
## BOGGY CREEK IMPROVEMENT DISTRICT

### Payment Authorization #553

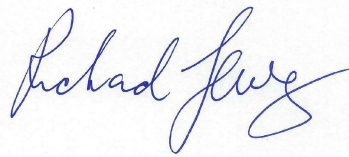
7/22/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Berman Construction</b> July Administrator & Irrigation Specialist	20417	\$ 3,000.01
2	<b>DWC Outdoors &amp; Hauling</b> Right of Way Clearance Pruning	1796	\$ 5,900.00
3	<b>PFM Group Consulting</b> June Reimbursables	OE-EXP-07-0008	\$ 30.97
4	<b>Supervisor Fees - 07/19/2022 Meeting</b> Thad Czapka	--	\$ 200.00
5	<b>VGlobalTech</b> June Website Maintenance Quarter 2 ADA Audit July Website Maintenance	3955 4022 4086	\$ 135.00 \$ 300.00 \$ 135.00

**TOTAL \$ 9,700.98**



Secretary/Assistant Secretary



Chairperson

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

**RECEIVED**

By Amanda Lane at 10:40 am, Jul 25, 2022

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Requisition Nos. 2018-248 – 2018-255  
in July 2022 in an amount totaling \$1,453,664.96**

# 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 July 1, 2022 through July 31, 2022. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2018-248	Bryant Miller Olive	\$1,500.00
2018-249	GreenspoonMarder	\$1,045.00
2018-250	Synovus	\$10,000.00
2018-251	Lake Nona Land Company	\$1,428,817.31
2018-252	Kittelson & Associates	\$5,536.25
2018-253	Kutak Rock	\$220.00
2018-254	Donald W. McIntosh Associates	\$6,316.40
2018-255	Orlando Sentinel	\$230.00
		<b>\$1,453,664.96</b>

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

DATE:	June 30, 2022	REQUISITION NO:	2018-248
PAYEE:	Bryant Miller Olive	AMOUNT DUE:	\$1,500.00
ADDRESS:	1545 Raymond Diehl Road Suite 300 Tallahassee, FL 32308	FUND:	Acquisition/Construction
ITEM:	Legal Services Rendered in Connection with the Delivery of a No Adverse Opinion Regarding the BCID Not to Exceed \$25,000,000 Special Assessment Revenue Bond Anticipation Note, Series 2018		

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


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

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

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

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

**BOGGY CREEK IMPROVEMENT DISTRICT**

  
BY: \_\_\_\_\_  
CHAIRMAN or VICE CHAIRMAN

**DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES**

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

  
BY: \_\_\_\_\_ 6/28/22  
DISTRICT ENGINEER Jeffrey J. Newton, PE

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

DATE:	June 30, 2022	REQUISITION NO:	2018-249
PAYEE:	GreenspoonMarder	AMOUNT DUE:	\$1,045.00
ADDRESS:	Trade Centre South – Suite 700 100 West Cypress Creek Road Fort Lauderdale, FL 33309	FUND:	Acquisition/Construction
ITEM:	Professional Services for Matter 58776.0046 (Boggy Creek Improvement District)		

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:  6/30/22  
DISTRICT ENGINEER Jeffrey J. Newton, PE



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

DATE:	June 30, 2022	REQUISITION NO:	2018-250
PAYEE:	Synovus	AMOUNT DUE:	\$10,000.00
ADDRESS:	2325 Vanderbilt Beach Road Naples, FL 34109	FUND:	Acquisition/Construction
ITEM:	Bank Fee due Synovus Bank for modifications to draw period related to Boggy Creek Improvement District, Bond Anticipation Note, Series 2018 (Note 804868-100)		

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

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BOGGY CREEK IMPROVEMENT DISTRICT

  
BY: \_\_\_\_\_  
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: \_\_\_\_\_ 6/30/22  
DISTRICT ENGINEER Jeffrey J. Newton, PE

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

DATE:	June 30, 2022	REQUISITION NO:	2018-251
PAYEE:	Lake Nona Land Company	AMOUNT DUE:	\$1,428,817.31
ADDRESS:	6900 Tavistock Lakes Blvd Suite 200 Orlando, FL 32827	FUND:	Acquisition/Construction
ITEM:	Reimbursement To Developer For the Cost of the Land and Improvements For the Medical City Drive Extension		

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


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BOGGY CREEK IMPROVEMENT DISTRICT

  
BY: \_\_\_\_\_  
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: \_\_\_\_\_ 6/30/22  
DISTRICT ENGINEER Jeffrey J. Newton, PE



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

DATE:	July 1, 2022	REQUISITION NO:	2018-252
PAYEE:	Kittelson & Associates	AMOUNT DUE:	\$5,536.25
ADDRESS:	PO Box 40847 Portland, OR 97240	FUND:	Acquisition/Construction
ITEM:	Invoice 127566 for Project 268530.000 (BCID Medical City Drive) Through 05/31/2022		

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.


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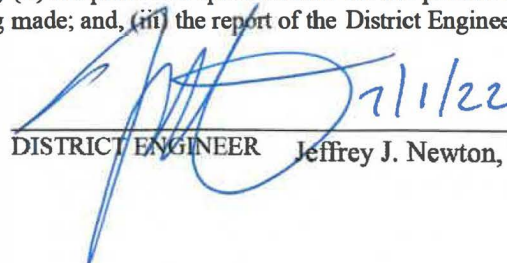
Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

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:  7/1/22  
DISTRICT ENGINEER Jeffrey J. Newton, PE



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

DATE:	July 1, 2022	REQUISITION NO:	2018-253
PAYEE:	Kutak Rock	AMOUNT DUE:	\$220.00
ADDRESS:	PO Box 30057 Omaha, NE 68103-1157	FUND:	Acquisition/Construction
ITEM:	Invoice 3067755 for Client Matter 3023-2 (Project Construction) Through 05/31/2022		

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.

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BOGGY CREEK IMPROVEMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  7/1/22  
DISTRICT ENGINEER Jeffrey J. Newton, PE

## EXHIBIT D

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

DATE:	July 8, 2022	REQUISITION NO:	2018-254
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$6,316.40
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none"><li>• Invoice 42825 for Project 23218 (Lake Nona Boggy Creek) Through 06/17/2022 – <b>\$1,650.00</b></li><li>• Invoice 42834 for Project 21624 (Medical City Drive Widening) Through 06/17/2022 – <b>\$782.40</b></li><li>• Invoice 42838 for Project 22542 (Lake Nona South Lift Station No. 9 and 6,000 LF of 10" Force Main) Through 06/17/2022 – <b>\$3,884.00</b></li></ul>		

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BOGGY CREEK IMPROVEMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN

#### DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:   
DISTRICT ENGINEER Jeffrey J. Newton, PE

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

DATE:	July 22, 2022	REQUISITION NO:	2018-255
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$230.00
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice 56927503000 for Reference OSC56927503 (Ad #7228133) for Construction Legal Advertising of April Construction Committee Meetings (Split Five Ways, Will Be Reimbursed From GID, MCID, PE, MID)		

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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: 

DISTRICT ENGINEER

7/22/22

Jeffrey J. Newton, PE

# **BOGGY CREEK IMPROVEMENT DISTRICT**

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

# **BOGGY CREEK IMPROVEMENT DISTRICT**

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

**Boggy Creek Improvement District**  
Statement of Financial Position  
As of 7/31/2022

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u><b>Assets</b></u>					
<u><b>Current Assets</b></u>					
General Checking Account	\$517,467.71				\$517,467.71
State Board of Administration	1,306.32				1,306.32
Accounts Receivable - Due from Developer	58.00				58.00
Due From Other Governmental Units	23,665.40				23,665.40
Prepaid Expenses	1,718.62				1,718.62
Deposits	5,000.00				5,000.00
Infrastructure Capital Reserve	60,608.81				60,608.81
Interchange Maintenance Reserve	7,090.41				7,090.41
Due From Other Funds		\$1,956.10			1,956.10
Debt Service Reserve Series 2013		3,946,021.87			3,946,021.87
Debt Service Reserve Series 2018		1,332,895.85			1,332,895.85
Revenue Series 2013		1,076,854.99			1,076,854.99
Interest Series 2018		6,415.26			6,415.26
General Checking Account			\$13,132.88		13,132.88
Acquisition/Construction Series 2013			27,150.36		27,150.36
Due From Other Governmental Units			322.00		322.00
Total Current Assets	<u>\$616,915.27</u>	<u>\$6,364,144.07</u>	<u>\$40,605.24</u>	<u>\$0.00</u>	<u>\$7,021,664.58</u>
<u><b>Investments</b></u>					
Amount Available in Debt Service Funds				\$6,362,187.97	\$6,362,187.97
Amount To Be Provided				38,597,812.03	38,597,812.03
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$44,960,000.00</u>	<u>\$44,960,000.00</u>
<b>Total Assets</b>	<u><u>\$616,915.27</u></u>	<u><u>\$6,364,144.07</u></u>	<u><u>\$40,605.24</u></u>	<u><u>\$44,960,000.00</u></u>	<u><u>\$51,981,664.58</u></u>

**Boggy Creek Improvement District**  
Statement of Financial Position  
As of 7/31/2022

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$53,564.24				\$53,564.24
Deferred Revenue	58.00				58.00
Accounts Payable			\$5,806.14		5,806.14
Total Current Liabilities	<u>\$53,622.24</u>	<u>\$0.00</u>	<u>\$5,806.14</u>	<u>\$0.00</u>	<u>\$59,428.38</u>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$44,960,000.00	\$44,960,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$44,960,000.00</u>	<u>\$44,960,000.00</u>
<b>Total Liabilities</b>	<u>\$53,622.24</u>	<u>\$0.00</u>	<u>\$5,806.14</u>	<u>\$44,960,000.00</u>	<u>\$45,019,428.38</u>
<b><u>Net Assets</u></b>					
Net Assets, Unrestricted	\$70,670.30				\$70,670.30
Net Assets - General Government	274,949.33				274,949.33
Current Year Net Assets - General Government	217,673.40				217,673.40
Net Assets, Unrestricted		(\$2,994,061.89)			(2,994,061.89)
Current Year Net Assets, Unrestricted		1,284,171.93			1,284,171.93
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			1,271.08		1,271.08
Net Assets - General Government			26,696,976.16		26,696,976.16
<b>Total Net Assets</b>	<u>\$563,293.03</u>	<u>\$6,364,144.07</u>	<u>\$34,799.10</u>	<u>\$0.00</u>	<u>\$6,962,236.20</u>
<b>Total Liabilities and Net Assets</b>	<u>\$616,915.27</u>	<u>\$6,364,144.07</u>	<u>\$40,605.24</u>	<u>\$44,960,000.00</u>	<u>\$51,981,664.58</u>

**Boggy Creek Improvement District**

## Statement of Activities

As of 7/31/2022

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<b><u>Revenues</u></b>					
Off-Roll Assessments	\$875,594.19				\$875,594.19
Developer Contributions	223,387.56				223,387.56
Off-Roll Assessments		\$3,828,918.07			3,828,918.07
Other Assessments		1,236,050.44			1,236,050.44
Inter-Fund Group Transfers In		(163.84)			(163.84)
Debt Proceeds		850,749.92			850,749.92
Developer Contributions			\$146,319.70		146,319.70
Inter-Fund Transfers In			163.84		163.84
Debt Proceeds			1,705,513.01		1,705,513.01
Total Revenues	<u>\$1,098,981.75</u>	<u>\$5,915,554.59</u>	<u>\$1,851,996.55</u>	<u>\$0.00</u>	<u>\$8,866,532.89</u>
<b><u>Expenses</u></b>					
Supervisor Fees	\$2,800.00				\$2,800.00
Public Officials' Liability Insurance	3,620.00				3,620.00
Trustee Services	7,590.19				7,590.19
Management	33,333.30				33,333.30
Engineering	15,435.50				15,435.50
Dissemination Agent	3,750.00				3,750.00
District Counsel	27,821.22				27,821.22
Assessment Administration	7,500.00				7,500.00
Audit	3,775.00				3,775.00
Travel and Per Diem	44.51				44.51
Postage & Shipping	185.02				185.02
Legal Advertising	5,618.51				5,618.51
Miscellaneous	352.35				352.35
Office Supplies	125.00				125.00
Web Site Maintenance	2,200.00				2,200.00
Holiday Decorations	400.00				400.00
Dues, Licenses, and Fees	175.00				175.00
Electric	4,268.05				4,268.05
Water Reclaimed	27,036.88				27,036.88
General Insurance	4,107.00				4,107.00
Property & Casualty	3,933.00				3,933.00
Irrigation Parts	33,469.40				33,469.40
Landscaping Maintenance & Material	223,894.40				223,894.40
Landscape Improvements	59,721.20				59,721.20



# Boggy Creek Improvement District

## Statement of Activities

As of 7/31/2022

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
Tree Trimming	8,500.00				8,500.00
Contingency	10,466.81				10,466.81
IME - Aquatics Maintenance	2,713.74				2,713.74
IME - Irrigation	2,576.46				2,576.46
IME - Landscaping	76,079.04				76,079.04
IME - Lighting	655.99				655.99
IME - Miscellaneous	99.12				99.12
IME - Water Reclaimed	371.39				371.39
Pest Control	1,510.00				1,510.00
Entry and Wall Maintenance	3,493.72				3,493.72
Shuttle Financing - Maintenance	50,310.00				50,310.00
Shuttle Financing - Vehicle Cost	147,039.77				147,039.77
Shuttle Financing - BEEP Operating Costs	18,018.29				18,018.29
Streetlights	58,426.52				58,426.52
Personnel Leasing Agreement	30,000.10				30,000.10
Principal Payments (Series 2013)		\$1,600,000.00			1,600,000.00
Interest Payments (Series 2013)		2,386,200.00			2,386,200.00
Interest Payments (Series 2018)		646,248.88			646,248.88
Engineering			\$64,861.90		64,861.90
District Counsel			6,692.00		6,692.00
Legal Advertising			469.75		469.75
Contingency			1,778,704.47		1,778,704.47
Total Expenses	<u>\$881,416.48</u>	<u>\$4,632,448.88</u>	<u>\$1,850,728.12</u>	<u>\$0.00</u>	<u>\$7,364,593.48</u>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$108.13				\$108.13
Interest Income		\$1,066.22			1,066.22
Interest Income			\$2.65		2.65
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$108.13</u>	<u>\$1,066.22</u>	<u>\$2.65</u>	<u>\$0.00</u>	<u>\$1,177.00</u>
<b>Change In Net Assets</b>	<b>\$217,673.40</b>	<b>\$1,284,171.93</b>	<b>\$1,271.08</b>	<b>\$0.00</b>	<b>\$1,503,116.41</b>
<b>Net Assets At Beginning Of Year</b>	<u><b>\$345,619.63</b></u>	<u><b>\$5,079,972.14</b></u>	<u><b>\$33,528.02</b></u>	<u><b>\$0.00</b></u>	<u><b>\$5,459,119.79</b></u>
<b>Net Assets At End Of Year</b>	<u><u><b>\$563,293.03</b></u></u>	<u><u><b>\$6,364,144.07</b></u></u>	<u><u><b>\$34,799.10</b></u></u>	<u><u><b>\$0.00</b></u></u>	<u><u><b>\$6,962,236.20</b></u></u>

**Boggy Creek Improvement District**  
 Budget to Actual  
 For the Month Ending 07/31/2022

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Spent
<b><u>Revenues</u></b>					
Off-Roll Assessments	\$ 875,594.19	\$ 767,046.20	\$ 108,547.99	\$ 920,455.44	95.13%
Developer Contributions	223,387.56	604,433.08	(381,045.52)	725,319.70	30.80%
Carryforward Revenue	158,495.70	22,282.11	136,213.59	26,738.53	592.76%
<b>Net Revenues</b>	<b>\$ 1,257,477.45</b>	<b>\$ 1,393,761.39</b>	<b>\$ (136,283.94)</b>	<b>\$ 1,672,513.67</b>	<b>75.18%</b>
<b><u>General &amp; Administrative Expenses</u></b>					
<b>Legislative</b>					
Supervisor Fees	\$ 2,800.00	\$ 4,000.00	\$ (1,200.00)	\$ 4,800.00	58.33%
<b>Financial &amp; Administrative</b>					
Public Officials' Liability Insurance	3,620.00	3,208.33	411.67	3,850.00	94.03%
Trustee Services	7,590.19	5,833.33	1,756.86	7,000.00	108.43%
Management	33,333.30	33,333.33	(0.03)	40,000.00	83.33%
Engineering	15,435.50	9,583.33	5,852.17	11,500.00	134.22%
Dissemination Agent	3,750.00	4,166.67	(416.67)	5,000.00	75.00%
District Counsel	27,821.22	25,000.00	2,821.22	30,000.00	92.74%
Assessment Administration	7,500.00	6,250.00	1,250.00	7,500.00	100.00%
Reamortization Schedules	-	208.33	(208.33)	250.00	0.00%
Audit	3,775.00	4,166.67	(391.67)	5,000.00	75.50%
Arbitrage Calculation	-	1,000.00	(1,000.00)	1,200.00	0.00%
Travel and Per Diem	44.51	250.00	(205.49)	300.00	14.84%
Telephone	-	41.67	(41.67)	50.00	0.00%
Postage & Shipping	185.02	416.67	(231.65)	500.00	37.00%
Copies	-	1,666.67	(1,666.67)	2,000.00	0.00%
Legal Advertising	5,618.51	7,916.67	(2,298.16)	9,500.00	59.14%
Bank Fees	-	300.00	(300.00)	360.00	0.00%
Miscellaneous	352.35	2,499.99	(2,147.64)	3,000.00	11.75%
Office Supplies	125.00	208.33	(83.33)	250.00	50.00%
Property Taxes	-	125.00	(125.00)	150.00	0.00%
Web Site Maintenance	2,200.00	2,250.00	(50.00)	2,700.00	81.48%
Holiday Decorations	400.00	5,000.00	(4,600.00)	6,000.00	6.67%
Dues, Licenses, and Fees	175.00	145.83	29.17	175.00	100.00%
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 114,725.60</b>	<b>\$ 117,570.82</b>	<b>\$ (2,845.22)</b>	<b>\$ 141,085.00</b>	<b>81.32%</b>

**Boggy Creek Improvement District**  
Budget to Actual  
For the Month Ending 07/31/2022

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Spent
<b><u>Field Operations Expenses</u></b>					
<b>Electric Utility Services</b>					
Electric	\$ 4,268.05	\$ 4,583.33	\$ (315.28)	\$ 5,500.00	77.60%
Entry Lighting	-	416.67	(416.67)	500.00	0.00%
<b>Water-Sewer Combination Services</b>					
Water Reclaimed	27,036.88	25,000.00	2,036.88	30,000.00	90.12%
<b>Other Physical Environment</b>					
General Insurance	4,107.00	3,666.67	440.33	4,400.00	93.34%
Property & Casualty	3,933.00	3,500.00	433.00	4,200.00	93.64%
Other Insurance	-	83.33	(83.33)	100.00	0.00%
Irrigation Repairs	33,469.40	50,000.00	(16,530.60)	60,000.00	55.78%
Landscaping Maintenance & Material	223,894.40	230,699.17	(6,804.77)	276,839.00	80.88%
Landscape Improvements	59,721.20	54,166.67	5,554.53	65,000.00	91.88%
Tree Trimming	8,500.00	16,666.67	(8,166.67)	20,000.00	42.50%
Contingency	10,466.81	54,171.25	(43,704.44)	65,005.50	16.10%
Pest Control	1,510.00	2,516.67	(1,006.67)	3,020.00	50.00%
<b>Shuttle Financing</b>					
Insurance	-	4,166.67	(4,166.67)	5,000.00	0.00%
Maintenance	50,310.00	180,000.00	(129,690.00)	216,000.00	23.29%
Vehicle Cost	147,039.77	298,333.33	(151,293.56)	358,000.00	41.07%
BEEP Operating Costs	18,018.29	121,933.08	(103,914.79)	146,319.70	12.31%
<b>Interchange Maintenance Expenses</b>					
IME - Aquatics Maintenance	2,713.74	2,870.83	(157.09)	3,445.00	78.77%
IME - Irrigation Repair	2,576.46	2,708.33	(131.87)	3,250.00	79.28%
IME - Landscaping	76,079.04	73,641.75	2,437.29	88,370.10	86.09%
IME - Lighting	655.99	677.08	(21.09)	812.50	80.74%
IME - Miscellaneous	99.12	3,520.83	(3,421.71)	4,225.00	2.35%
IME - Water Reclaimed	371.39	1,354.17	(982.78)	1,625.00	22.85%
<b>Road &amp; Street Facilities</b>					
Entry and Wall Maintenance	3,493.72	12,500.00	(9,006.28)	15,000.00	23.29%
Streetlights	58,426.52	80,325.17	(21,898.65)	96,390.20	60.61%
<b>Parks &amp; Recreation</b>					
Personnel Leasing Agreement	30,000.10	30,000.00	0.10	36,000.00	83.33%
<b>Reserves</b>					
Infrastructure Capital Reserve	-	16,805.56	(16,805.56)	20,166.67	0.00%
Interchange Maintenance Reserve	-	1,966.67	(1,966.67)	2,360.00	0.00%
<b>Total Field Operations Expenses</b>	<b>\$ 766,690.88</b>	<b>\$ 1,276,273.90</b>	<b>\$ (509,583.02)</b>	<b>\$ 1,531,528.67</b>	<b>50.06%</b>
<b>Total Expenses</b>	<b>\$ 881,416.48</b>	<b>\$ 1,393,844.72</b>	<b>\$ (512,428.24)</b>	<b>\$ 1,672,613.67</b>	<b>52.70%</b>
<b>Income (Loss) from Operations</b>	<b>\$ 376,060.97</b>	<b>\$ (83.33)</b>	<b>\$ 376,144.30</b>	<b>\$ (100.00)</b>	
<b><u>Other Income (Expense)</u></b>					
Interest Income	\$ 108.13	\$ 83.33	\$ 24.80	\$ 100.00	108.13%
<b>Total Other Income (Expense)</b>	<b>\$ 108.13</b>	<b>\$ 83.33</b>	<b>\$ 24.80</b>	<b>\$ 100.00</b>	<b>108.13%</b>
<b>Net Income (Loss)</b>	<b>\$ 376,169.10</b>	<b>\$ -</b>	<b>\$ 376,169.10</b>	<b>\$ -</b>	

**Boggy Creek Improvement District**  
Budget to Actual  
For the Month Ending 07/31/2022

	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	YTD Actual
<b>Revenues</b>											
Off-Roll Assessments	\$ -	\$ -	\$ -	\$ 23,106.17	\$ 51,977.26	\$ 687,260.13	\$ 82,937.79	\$ 6,888.15	\$ 14,770.23	\$ 8,654.46	\$ 875,594.19
Developer Contributions	-	-	62,218.00	-	29,797.00	21,580.18	21,838.47	1,446.00	41,888.00	44,619.91	223,387.56
Carryforward Revenue	283,147.54	(124,651.84)	-	-	-	-	-	-	-	-	158,495.70
<b>Net Revenues</b>	<b>\$ 283,147.54</b>	<b>\$ (124,651.84)</b>	<b>\$ 62,218.00</b>	<b>\$ 23,106.17</b>	<b>\$ 81,774.26</b>	<b>\$ 708,840.31</b>	<b>\$ 104,776.26</b>	<b>\$ 8,334.15</b>	<b>\$ 56,658.23</b>	<b>\$ 53,274.37</b>	<b>\$ 1,257,477.45</b>
<b>General &amp; Administrative Expenses</b>											
<b>Legislative</b>											
Supervisor Fees	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 2,800.00
<b>Financial &amp; Administrative</b>											
Public Officials' Liability Insurance	3,620.00	-	-	-	-	-	-	-	-	-	3,620.00
Trustee Services	6,345.68	-	-	-	-	-	-	-	1,244.51	-	7,590.19
Management	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	33,333.30
Engineering	-	383.00	444.00	-	1,969.00	706.50	777.90	1,909.60	6,902.50	2,343.00	15,435.50
Dissemination Agent	-	-	1,250.00	-	1,250.00	-	-	-	1,250.00	-	3,750.00
District Counsel	-	-	4,388.65	-	1,906.00	6,466.84	2,612.00	-	3,643.00	8,804.73	27,821.22
Assessment Administration	7,500.00	-	-	-	-	-	-	-	-	-	7,500.00
Reamortization Schedules	-	-	-	-	-	-	-	-	-	-	-
Audit	-	-	-	-	-	-	-	-	-	3,775.00	3,775.00
Arbitrage Calculation	-	-	-	-	-	-	-	-	-	-	-
Travel and Per Diem	-	-	15.07	-	5.10	5.74	-	-	11.47	7.13	44.51
Telephone	-	-	-	-	-	-	-	-	-	-	-
Postage & Shipping	-	-	87.47	23.37	24.53	-	1.09	-	5.88	42.68	185.02
Copies	-	-	-	-	-	-	-	-	-	-	-
Legal Advertising	1,317.52	-	248.75	237.50	-	475.00	1,570.02	237.50	-	1,532.22	5,618.51
Bank Fees	-	-	-	-	-	-	12.00	(12.00)	-	-	-
Miscellaneous	-	-	72.27	-	-	-	65.36	300.94	(118.35)	32.13	352.35
Office Supplies	-	-	-	-	125.00	-	-	-	-	-	125.00
Property Taxes	-	-	-	-	-	-	-	-	-	-	-
Web Site Maintenance	125.00	125.00	425.00	125.00	-	260.00	-	570.00	-	570.00	2,200.00
Holiday Decorations	-	-	400.00	-	-	-	-	-	-	-	400.00
Dues, Licenses, and Fees	175.00	-	-	-	-	-	-	-	-	-	175.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 22,816.53</b>	<b>\$ 4,241.33</b>	<b>\$ 10,664.54</b>	<b>\$ 4,119.20</b>	<b>\$ 9,012.96</b>	<b>\$ 11,247.41</b>	<b>\$ 8,771.70</b>	<b>\$ 6,539.37</b>	<b>\$ 16,672.34</b>	<b>\$ 20,640.22</b>	<b>\$ 114,725.60</b>
<b>Field Operations</b>											
<b>Electric Utility Services</b>											
Electric	\$ -	\$ 438.39	\$ 432.48	\$ 448.44	\$ 445.54	\$ 505.26	\$ 599.30	\$ 477.72	\$ 466.38	\$ 454.54	\$ 4,268.05
Entry Lighting	-	-	-	-	-	-	-	-	-	-	-
<b>Water-Sewer Combination Services</b>											
Water Reclaimed	-	4,013.53	2,220.82	3,372.41	2,813.90	1,871.10	2,590.84	3,114.73	3,793.37	3,246.18	-
<b>Other Physical Environment</b>											
General Insurance	4,107.00	-	-	-	-	-	-	-	-	-	27,036.88
Property & Casualty Insurance	3,933.00	-	-	-	-	-	-	-	-	-	-
Other Insurance	-	-	-	-	-	-	-	-	-	-	4,107.00
Irrigation Repairs	-	7,320.00	-	2,838.60	1,880.40	7,256.60	-	7,626.20	1,120.00	5,427.60	3,933.00
Landscaping Maintenance & Material	22,389.44	22,389.44	22,389.44	22,389.44	22,389.44	22,389.44	22,389.44	22,389.44	22,389.44	22,389.44	33,469.40
Landscape Improvements	19,158.00	10,455.20	18,194.00	6,912.00	-	540.00	-	4,000.00	-	462.00	223,894.40
Tree Trimming	-	-	-	-	-	-	2,600.00	-	-	5,900.00	-
Contingency	-	-	-	-	-	-	9,785.43	681.38	-	-	59,721.20
Pest Control	-	-	-	-	-	1,510.00	-	-	-	-	8,500.00
<b>Shuttle Financing</b>											
Insurance	-	-	-	-	-	-	-	-	-	-	10,466.81
											1,510.00

**Boggy Creek Improvement District**  
Budget to Actual  
For the Month Ending 07/31/2022

	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	YTD Actual
Maintenance	-	18,000.00	18,000.00	3,510.00	-	-	-	3,600.00	3,600.00	3,600.00	
Vehicle Cost	25,000.00	-	-	14,490.00	21,580.18	21,838.47	20,931.12	14,400.00	14,400.00	14,400.00	
BEEP Operating Costs	-	-	-	11,797.00	-	-	-	2,956.88	1,694.41	1,570.00	50,310.00
<b>Interchange Maintenance Expenses</b>											147,039.77
IME - Aquatics Maintenance	271.37	271.37	271.37	271.37	271.37	271.37	271.38	271.38	271.38	271.38	18,018.29
IME - Irrigation	-	-	-	411.12	675.02	460.20	-	494.00	536.12	-	
IME - Landscaping	6,565.22	6,565.22	7,868.57	7,868.57	7,868.57	7,868.57	7,868.58	7,868.58	7,868.58	7,868.58	2,713.74
IME - Lighting	-	74.57	75.47	82.75	74.78	70.08	74.02	66.98	70.44	66.90	2,576.46
IME - Miscellaneous	-	-	-	-	-	99.12	-	-	-	-	76,079.04
IME - Water Reclaimed	-	37.68	23.55	47.10	36.33	29.15	35.21	56.74	59.43	46.20	
<b>Road &amp; Street Facilities</b>											655.99
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	6,505.14	6,505.14	6,494.59	6,492.75	371.39
<b>Parks &amp; Recreation</b>											3,493.72
Personnel Leasing Agreement	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	-	6,000.02	58,426.52
<b>Reserves</b>											30,000.10
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-	-	-	
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-	-	-	
<b>Total Field Operations Expenses</b>	<b>\$ 84,424.04</b>	<b>\$ 79,023.71</b>	<b>\$ 81,546.25</b>	<b>\$ 83,945.52</b>	<b>\$ 67,539.11</b>	<b>\$ 75,092.87</b>	<b>\$ 76,650.47</b>	<b>\$ 77,509.18</b>	<b>\$ 62,764.14</b>	<b>\$ 78,195.59</b>	<b>\$ 766,690.88</b>
<b>Total Expenses</b>	<b>\$ 107,240.57</b>	<b>\$ 83,265.04</b>	<b>\$ 92,210.79</b>	<b>\$ 88,064.72</b>	<b>\$ 76,552.07</b>	<b>\$ 86,340.28</b>	<b>\$ 85,422.17</b>	<b>\$ 84,048.55</b>	<b>\$ 79,436.48</b>	<b>\$ 98,835.81</b>	<b>\$ 881,416.48</b>
<b>Income (Loss) from Operations</b>	<b>\$ 175,906.97</b>	<b>\$ (207,916.88)</b>	<b>\$ (29,992.79)</b>	<b>\$ (64,958.55)</b>	<b>\$ 5,222.19</b>	<b>\$ 622,500.03</b>	<b>\$ 19,354.09</b>	<b>\$ (75,714.40)</b>	<b>\$ (22,778.25)</b>	<b>\$ (45,561.44)</b>	<b>\$ 376,060.97</b>
<b>Other Income (Expense)</b>											
Interest Income	\$ 9.16	\$ 8.47	\$ 8.12	\$ 6.68	\$ 6.19	\$ 11.73	\$ 13.93	\$ 15.68	\$ 14.05	\$ 14.12	\$ 108.13
<b>Total Other Income (Expense)</b>	<b>\$ 9.16</b>	<b>\$ 8.47</b>	<b>\$ 8.12</b>	<b>\$ 6.68</b>	<b>\$ 6.19</b>	<b>\$ 11.73</b>	<b>\$ 13.93</b>	<b>\$ 15.68</b>	<b>\$ 14.05</b>	<b>\$ 14.12</b>	<b>\$ 108.13</b>
<b>Net Income (Loss)</b>	<b>\$ 175,916.13</b>	<b>\$ (207,908.41)</b>	<b>\$ (29,984.67)</b>	<b>\$ (64,951.87)</b>	<b>\$ 5,228.38</b>	<b>\$ 622,511.76</b>	<b>\$ 19,368.02</b>	<b>\$ (75,698.72)</b>	<b>\$ (22,764.20)</b>	<b>\$ (45,547.32)</b>	<b>\$ 376,169.10</b>

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	-	-	144,179.06	(98,971.97)	715,377.86
5/1/2022	715,377.86	-	-	25,527.62	(155,927.38)	584,978.10
6/1/2022	584,978.10	-	-	73,616.66	(125,425.35)	533,169.41
7/1/2022	533,169.41	-	-	217,724.21	(233,425.91)	517,467.71
8/1/2022	517,467.71	-	-	-	(49,639.94)	467,827.77 as of 08/04/2022
Totals		1,952,714.00	(1,798,380.81)	1,418,961.43	(1,223,617.73)	

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

Amount

**Series 2018 Bond Issue**

Original Construction Fund - Not To Exceed	\$ 25,000,000.00
Additions (Interest, Transfers from DSR, etc.)	166,800.07
Cumulative Draws Through Prior Month	(13,154,111.83)
	=====

<b>Construction Funds Available</b>	<b>\$ 12,012,688.24</b>
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**Requisitions This Month**

	=====
<b>Total Requisitions This Month</b>	<b>\$ -</b>
	=====

<b>Construction Funds Remaining</b>	<b>\$ 12,012,688.24</b>
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**Committed Funding**

Lake Nona Medical City Drive Phase 2 – Developer-owned as of 03/202	-
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<b>Total Committed Funding</b>	<b>\$ -</b>
	=====

<b>Net Uncommitted</b>	<b>12,012,688.24</b>
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