

Boggy Creek Improvement District

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

www.boggycreekid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at **3:00 p.m. on Tuesday, 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 Agreement for Power Center Roundabouts with Kittelson**
4. **Consideration of OUC Agreement for Medical City Drive Phase 2 (*provided under separate cover*)**
5. **Consideration of License Agreement for Fountain Maintenance (*provided under separate cover*)**
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 (*exhibit provided under separate cover*)**
7. **Consideration of Resolution 2022-10, Adopting an Assessment Roll for Fiscal Year 2023 and Certifying Special Assessments for Collection (*exhibits provided under separate cover*)**
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.

Secretary/Assistant Secretary

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 20, 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, OR 3501 QUADRANGLE BOULEVARD, SUITE 270, ORLANDO, FLORIDA 32817.

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

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

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

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

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

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

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

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

21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

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

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

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

- | | |
|---------------------------|--|
| A. If to Engineer: | Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, Florida 32801
Attn: Adam Burghdoff, P.E. |
| B. If to District: | Boggy Creek Improvement District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager |

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Attest:

BOGGY CREEK IMPROVEMENT DISTRICT

Assistant Secretary/Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

KITTELSON & ASSOCIATES, INC.

Witness

By: _____
Its: _____

EXHIBIT A - Proposal dated March 22, 2022

EXHIBIT A



**KITTELSON
& ASSOCIATES**

225 East Robinson Street, Suite 335
Orlando, FL 32801
P 407.540.0555 F 407.540.0560

March 22, 2022

Project #: 27658

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

RE: BCI 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.

Daniel Torre
Engineer

Adam Burghdoff
Principal Engineer

PROFESSIONAL SERVICES AGREEMENT

March 22, 2022

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

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

PART A - SCOPE OF WORK

TASK 1 – PRELIMINARY ROUNDABOUT HORIZONTAL DESIGN

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



Figure 1: Proposed Roundabout Locations

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

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

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

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

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

PART B – TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

- XV. TERMINATION FOR CONVENIENCE: In addition to other rights of termination, either CLIENT or KITTELSON & ASSOCIATES, INC. may terminate this Agreement for its convenience by giving 30 days' written notice to the other party. In such event, CLIENT shall faithfully 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 CUENT 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) CUENT'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: 179112350
 ABA Number: 325070760
 Remittance Advice: apinvoice@kittelson.com

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

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

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

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

Table 1:

Project Phase Description	Bill of Materials	Estimated 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
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

License Agreement for Fountain Maintenance
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

**Resolution 2022-09,
Adopting the Fiscal Year 2023 Budget
and Appropriating Funds
*(exhibit provided under separate cover)***

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 (15th) 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 1st 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

BOGGY CREEK IMPROVEMENT DISTRICT

**Resolution 2022-10,
Adopting an Assessment Roll for Fiscal Year 2023 and
Certifying Special Assessments for Collection
*(exhibits provided under separate cover)***

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

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)

Assessment Roll (Direct Collect)

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:

____ 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
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
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	Cepra 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	BEEP, Inc. Shuttle Services Provided - 2 Shuttles	135	\$ 19,694.41
2	Kutak Rock 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	Truist Governmental Finance 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	BEEP, Inc. Shuttle Services Provided - 2 Shuttles	174	\$ 19,570.00
2	Kutak Rock Local Alternative Mobility Net Counsel Services Through 05/31/2022	3067756	\$ 3,441.50
TOTAL			\$ 23,011.50

BOGGY CREEK IMPROVEMENT DISTRICT

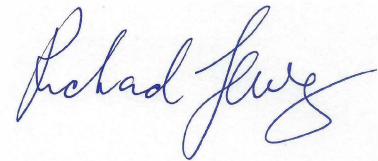
Payment Authorization #550

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

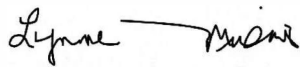
BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #551

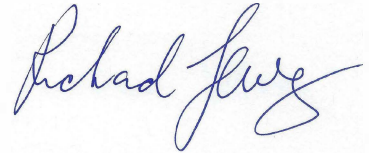
7/8/2022

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

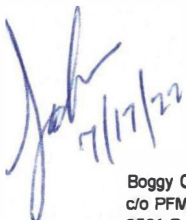
TOTAL \$ 62,153.38



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 11:56 am, Jul 21, 2022

BOGGY CREEK IMPROVEMENT DISTRICT


Payment Authorization #552

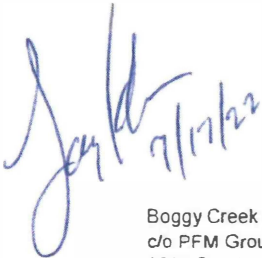
7/15/2022

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction June Administrator & Irrigation Specialist	19776	\$ 3,000.01
2	Cepira Landscape June Irrigation Repairs	ORL2500	\$ 3,633.60
3	PFM Group Consulting 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

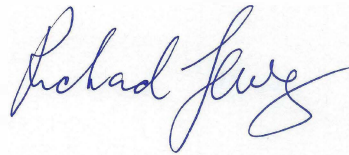
7/22/2022

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction July Administrator & Irrigation Specialist	20417	\$ 3,000.01
2	DWC Outdoors & Hauling Right of Way Clearance Pruning	1796	\$ 5,900.00
3	PFM Group Consulting June Reimbursables	OE-EXP-07-0008	\$ 30.97
4	Supervisor Fees - 07/19/2022 Meeting Thad Czapka	--	\$ 200.00
5	VGlobalTech 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
		\$1,453,664.96

**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.

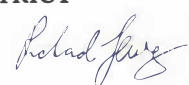
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will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

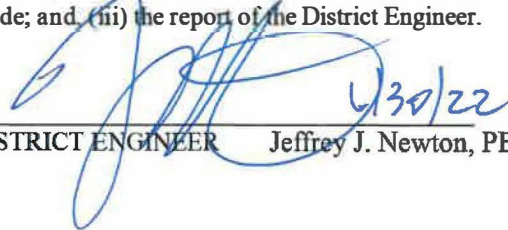


DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:

DISTRICT ENGINEER Jeffrey J. Newton, PE



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

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

BY: 
DISTRICT ENGINEER Jeffrey J. Newton, PE

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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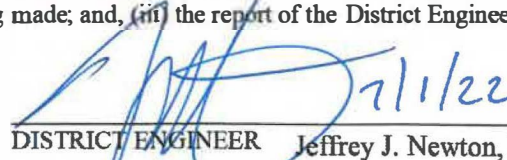
BOGGY CREEK IMPROVEMENT DISTRICT



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:	KutaktRock	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

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

BY: 

DISTRICT ENGINEER Jeffrey J. Newton, PE

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">• Invoice 42825 for Project 23218 (Lake Nona Boggy Creek) Through 06/17/2022 – \$1,650.00• Invoice 42834 for Project 21624 (Medical City Drive Widening) Through 06/17/2022 – \$782.40• Invoice 42838 for Project 22542 (Lake Nona South Lift Station No. 9 and 6,000 LF of 10" Force Main) Through 06/17/2022 – \$3,884.00		

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: 
DISTRICT ENGINEER Jeffrey J. Newton, PE

Blank rectangular box for stamp or signature.

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.

I hereby certify that the above information is true and correct to the best of my knowledge and belief.

Witness my hand and the seal of the District Engineer's Office this _____ day of _____, 2022.

District Engineer

Chairman or Vice Chairman

Richard Furg

CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:

DISTRICT ENGINEER

Jeffrey J. Newton 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>Assets</u>					
<u>Current Assets</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>Investments</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>
Total Assets	<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
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
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>
<u>Long Term Liabilities</u>					
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>
Total Liabilities	<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>
<u>Net Assets</u>					
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
Total Net Assets	<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>
Total Liabilities and Net Assets	<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
<u>Revenues</u>					
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>
<u>Expenses</u>					
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>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
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>
Change In Net Assets	\$217,673.40	\$1,284,171.93	\$1,271.08	\$0.00	\$1,503,116.41
Net Assets At Beginning Of Year	<u>\$345,619.63</u>	<u>\$5,079,972.14</u>	<u>\$33,528.02</u>	<u>\$0.00</u>	<u>\$5,459,119.79</u>
Net Assets At End Of Year	<u><u>\$563,293.03</u></u>	<u><u>\$6,364,144.07</u></u>	<u><u>\$34,799.10</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6,962,236.20</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
<u>Revenues</u>					
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%
Net Revenues	\$ 1,257,477.45	\$ 1,393,761.39	\$ (136,283.94)	\$ 1,672,513.67	75.18%
<u>General & Administrative Expenses</u>					
Legislative					
Supervisor Fees	\$ 2,800.00	\$ 4,000.00	\$ (1,200.00)	\$ 4,800.00	58.33%
Financial & Administrative					
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%
Total General & Administrative Expenses	\$ 114,725.60	\$ 117,570.82	\$ (2,845.22)	\$ 141,085.00	81.32%

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

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Spent
<u>Field Operations Expenses</u>					
Electric Utility Services					
Electric	\$ 4,268.05	\$ 4,583.33	\$ (315.28)	\$ 5,500.00	77.60%
Entry Lighting	-	416.67	(416.67)	500.00	0.00%
Water-Sewer Combination Services					
Water Reclaimed	27,036.88	25,000.00	2,036.88	30,000.00	90.12%
Other Physical Environment					
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%
Shuttle Financing					
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%
Interchange Maintenance Expenses					
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%
Road & Street Facilities					
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%
Parks & Recreation					
Personnel Leasing Agreement	30,000.10	30,000.00	0.10	36,000.00	83.33%
Reserves					
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%
Total Field Operations Expenses	\$ 766,690.88	\$ 1,276,273.90	\$ (509,583.02)	\$ 1,531,528.67	50.06%
Total Expenses	\$ 881,416.48	\$ 1,393,844.72	\$ (512,428.24)	\$ 1,672,613.67	52.70%
Income (Loss) from Operations	\$ 376,060.97	\$ (83.33)	\$ 376,144.30	\$ (100.00)	
<u>Other Income (Expense)</u>					
Interest Income	\$ 108.13	\$ 83.33	\$ 24.80	\$ 100.00	108.13%
Total Other Income (Expense)	\$ 108.13	\$ 83.33	\$ 24.80	\$ 100.00	108.13%
Net Income (Loss)	\$ 376,169.10	\$ -	\$ 376,169.10	\$ -	

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
Revenues											
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
Net Revenues	\$ 283,147.54	\$ (124,651.84)	\$ 62,218.00	\$ 23,106.17	\$ 81,774.26	\$ 708,840.31	\$ 104,776.26	\$ 8,334.15	\$ 56,658.23	\$ 53,274.37	\$ 1,257,477.45
General & Administrative Expenses											
Legislative											
Supervisor Fees	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 2,800.00
Financial & Administrative											
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
Total General & Administrative Expenses	\$ 22,816.53	\$ 4,241.33	\$ 10,664.54	\$ 4,119.20	\$ 9,012.96	\$ 11,247.41	\$ 8,771.70	\$ 6,539.37	\$ 16,672.34	\$ 20,640.22	\$ 114,725.60
Field Operations											
Electric Utility Services											
Electric	\$ -	\$ 438.39	\$ 432.48	\$ 448.44	\$ 445.54	\$ 505.26	\$ 599.30	\$ 477.72	\$ 466.38	\$ 454.54	\$ 4,268.05
Entry Lighting	-	-	-	-	-	-	-	-	-	-	-
Water-Sewer Combination Services											
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	-
Other Physical Environment											
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	223,894.40
Landscape Improvements	19,158.00	10,455.20	18,194.00	6,912.00	-	540.00	-	4,000.00	-	462.00	33,469.40
Tree Trimming	-	-	-	-	-	-	2,600.00	-	-	5,900.00	59,721.20
Contingency	-	-	-	-	-	-	9,785.43	681.38	-	-	8,500.00
Pest Control	-	-	-	-	-	1,510.00	-	-	-	-	10,466.81
Shuttle Financing											
Insurance	-	-	-	-	-	-	-	-	-	-	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
Interchange Maintenance Expenses											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	
Road & Street Facilities											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
Parks & Recreation											3,493.72
Personnel Leasing Agreement	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	-	6,000.02	58,426.52
Reserves											30,000.10
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-	-	-	
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-	-	-	
Total Field Operations Expenses	\$ 84,424.04	\$ 79,023.71	\$ 81,546.25	\$ 83,945.52	\$ 67,539.11	\$ 75,092.87	\$ 76,650.47	\$ 77,509.18	\$ 62,764.14	\$ 78,195.59	\$ 766,690.88
Total Expenses	\$ 107,240.57	\$ 83,265.04	\$ 92,210.79	\$ 88,064.72	\$ 76,552.07	\$ 86,340.28	\$ 85,422.17	\$ 84,048.55	\$ 79,436.48	\$ 98,835.81	\$ 881,416.48
Income (Loss) from Operations	\$ 175,906.97	\$ (207,916.88)	\$ (29,992.79)	\$ (64,958.55)	\$ 5,222.19	\$ 622,500.03	\$ 19,354.09	\$ (75,714.40)	\$ (22,778.25)	\$ (45,561.44)	\$ 376,060.97
Other Income (Expense)											
Interest Income	\$ 9.16	\$ 8.47	\$ 8.12	\$ 6.68	\$ 6.19	\$ 11.73	\$ 13.93	\$ 15.68	\$ 14.05	\$ 14.12	\$ 108.13
Total Other Income (Expense)	\$ 9.16	\$ 8.47	\$ 8.12	\$ 6.68	\$ 6.19	\$ 11.73	\$ 13.93	\$ 15.68	\$ 14.05	\$ 14.12	\$ 108.13
Net Income (Loss)	\$ 175,916.13	\$ (207,908.41)	\$ (29,984.67)	\$ (64,951.87)	\$ 5,228.38	\$ 622,511.76	\$ 19,368.02	\$ (75,698.72)	\$ (22,764.20)	\$ (45,547.32)	\$ 376,169.10

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)
	=====
Construction Funds Available	\$ 12,012,688.24
 Requisitions This Month	
	=====
Total Requisitions This Month	\$ -
	=====
Construction Funds Remaining	\$ 12,012,688.24
 Committed Funding	
Lake Nona Medical City Drive Phase 2 – Developer-owned as of 03/202	-
	=====
Total Committed Funding	\$ -
	=====
Net Uncommitted	12,012,688.24