

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, March 21, 2023, at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

District Staff, please use the following information to join via computer or the conference line:

Phone: 1-844-621-3956

Computer: pfmgroup.webex.com

Participant Code: 796 580 192#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the February 21, 2023, Board of Supervisors' Meeting**

Business Matters

2. **Consideration of OUC Lighting Installation, Upgrade & Service Agreement – Lake Nona Blvd LED Upgrade** (*provided under separate cover*)
3. **Consideration of Traffic Engineering Services Agreement with Kittelson for Laureate Blvd and Veterans Way Roundabouts**
4. **Consideration of Sidewalk Construction Agreement with Jr. Davis Construction for SIMCOM**
5. **Consideration of Arbitrage Rebate Proposals for Series 2013 Bonds**
 - a. **GNP Services, CPA, PA**
 - b. **Grau & Associates**
 - c. **LLS Tax Solutions Inc.**
 - d. **PFM Asset Management**
6. **Consideration of Arbitrage Rebate Proposals for Series 2018 BAN**
 - a. **GNP**
 - b. **Grau & Associates**
 - c. **LLS Tax Solutions**
7. **Discussion of Landscape Enhancements**
8. **Ratification of Right-of-Way Dedication Agreement**
9. **Ratification of Operation and Maintenance Expenditures Paid in February 2023 in an amount totaling \$163,080.67**
10. **Ratification of Requisition Nos. 2018-284 – 2018-286 in February 2023 in an amount totaling \$3,707.00**
11. **Recommendation of Work Authorizations/Proposed Services** (*if applicable*)
12. **Review of District's Financial Position and Budget to Actual YTD**

Other Business



pfm

- 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



pfm

BOGGY CREEK IMPROVEMENT DISTRICT

**Minutes of the February 21, 2023,
Board of Supervisor' 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, February 21, 2023, 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	(via phone)
Lynne Mullins	PFM	
Amanda Lane	PFM	(via phone)
Jorge Jimenez	PFM	(via phone)
Tucker Mackie	Kutak Rock	(via phone)
Jeffrey Newton	Donald W. McIntosh Associates, Inc.	
Larry Kaufmann	Construction Supervisor	(via phone)
Matt McDermott	Construction Committee Member	
Samantha Sharenow	Berman	
Katie Harmer	Berman	
Julie Salvo	Tavistock	

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
December 13, 2022, Board of
Supervisors' Meeting**

The Board reviewed the minutes of the December 13, 2022, Board of Supervisors' Meeting.

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 Minutes of the December 13, 2022, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Nominations for Vacant Seat 1
(Expires 11/2024)**

Ms. Mullins noted that there is a vacant seat since Ms. Bennett resigned and the term expires November 2024. Mr. Tinetti stated that he nominates Ms. Julie Salvo.

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 nomination of Ms. Julie Salvo to fill vacant Seat 1.

Ms. Mullins swore in Ms. Julie Salvo.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2023-04, Election of Officers

Ms. Mullins noted that the current slate of officers includes Dr. Richard Levey as Chair, Damon Ventura as Vice Chair, Jennifer Walden as Secretary, Lynne Mullins, Chad Tinetti, and Thad Czapka as Assistant Secretaries, Amanda Lane as Treasurer, and Jennifer Glasgow as Assistant Treasurer. She noted that the Board is free to make any changes but recommends at least adding in Julie Salvo as Assistant Secretary.

On motion by Mr. Ventura, seconded by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2023-04, Election of Officers, with Dr. Richard Levey as Chair, Damon Ventura as Vice Chair, Jennifer Walden as Secretary, Lynne Mullins, Chad Tinetti, Thad Czapka, and Julie Salvo as Assistant Secretaries, Amanda Lane as Treasurer, and Jennifer Glasgow as Assistant Treasurer.

SIXTH ORDER OF BUSINESS

Discussion Regarding OUC Conduit Installation Refund – Lake Nona Blvd Trail

Mr. Kaufmann noted the Board approved about a year ago some funds to install conduits along Lake Nona Boulevard to accommodate streetlights that were proposed to better illuminate the trail areas. In that process, OUC accepted the money for the contract and commenced construction in mid-2022. Shortly after commencing construction, OUC's contractor bored into one of the District's reclaimed lines, and OUC pulled out and decided they no longer wanted to perform under the agreement. Since OUC did not fulfill their contract, Mr. Kaufmann requested a refund for the fees that the District paid, which amounted to \$121,786.18 for the conduit work. Mr. Kaufmann received about three or four weeks ago a refund request form to be filled out in which OUC said they were going to repay the District \$110,758.65 and deducted \$11,027.53 to pay their contractor that came out to work on the project. Mr. Kaufmann noted that he discussed with Dr. Levey and Ms. Mackie last week whether to pursue the full contract amount, the reduced amount offered by OUC, or another amount splitting the cost of OUC's contractor's work. Mr. Kaufmann's recommendation is to accept the payment amount that OUC is willing to refund, which was \$110,758.65.

Mr. Ventura asked why OUC pulled out of the project. Mr. Kaufmann explained the contractor tried to do the first directional bore and hit the utility line. For some reason, they didn't expect to hit anything or didn't do the proper investigative work before they started. The District then agreed to repair the line and replace the sod, which came to about \$1,500.00. Approximately three weeks later, Mr. Kaufmann was notified by OUC that they had no intention of coming back, that there were lines in the way, and they couldn't complete the installation.

Mr. Ventura asked if the work still needs to get done. Mr. Kaufmann replied that the project has been modified, and the District is no longer putting in the individual streetlights along the trail. The new plan is to increase the lumens on the existing lights. Also, a lot of the trees were trimmed, which helped clear

some of the obstructions for the streetlights. As a result, the District is going to be spending a lot less for the project now.

Discussion ensued about the Board and Chair being in agreeance with Mr. Kaufmann's proposal to accept OUC's refund as presented.

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 Conduit Installation Refund from OUC in the amount of \$110,758.65.

SEVENTH ORDER OF BUSINESS

OUC Lighting Installation, Upgrade & Service Agreement- Lake Nona Blvd. LED Upgrade

Mr. Kaufmann stated he received OUCs standard agreement about three or four weeks ago, which is for the upgrade of the fixtures along Lake Nona Boulevard down to Medical City Drive. About two weeks later, he received another e-mail from OUC saying they made a mistake on the price and that it could go up or down.

Mr. Kaufmann would like to table this item until the new agreement with the correct pricing is received.

EIGHTH ORDER OF BUSINESS

Ratification of Pressure Washing Proposal from Berman

Ms. Mullins stated the team solicited four other vendors who came out and met with Mr. McDermott. One vendor declined to provide a proposal and the three others were all higher than Berman's proposal, which was \$1,760.00. As such, District staff chose to move forward with Berman. This was approved by the Chair outside of a meeting so that the work could be done in a timely manner.

On motion by Mr. Tinetti, seconded by Mr. Ventura, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Pressure Washing Proposal from Berman.

NINTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in December 2022 in an amount totaling \$93,473.82.

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

On motion by Mr. Tinetti, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Operation and Maintenance Expenditures Paid in December 2022 in an amount totaling \$93,473.82.

TENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in January 2023 in an amount totaling \$21,035.91

Ms. Mullis noted that these expenditures have been approved 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 the Operation and Maintenance Expenditures Paid in January 2023 in an amount totaling \$21,035.91.

ELEVENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2018-275 – 2018-280 Paid in December 2022 in an amount totaling \$7,555.08

Ms. Mullins noted that these Requisitions have been approved and need to be ratified by the Board.

On motion by Mr. Ventura, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 2018-275 – 2018-280 Paid in December 2022 in an amount totaling \$7,555.08.

TWELFTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2018-281 – 2018-283 Paid in January 2023 in an amount totaling \$978.44

Ms. Mullins noted that these Requisitions have been approved 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 Requisition Nos. 2018-281 – 2018-283 Paid in January 2023 in an amount totaling \$978.44.

THIRTEENTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kaufmann stated there is a proposal for the design and permitting of the Nemours Parkway sidewalk adjacent to SIMCOM in the amount of \$7,000.00. Mr. Newton added that, when the District built Nemours Parkway, the Loop Road for the Town Center, the trail on the outside of the loop was also built, but the sidewalk on the inside of the loop wasn't built because there was going to be a lot of construction work in the Town Center. It's a District responsibility because it was part of the District's Capital Improvement program and was deferred until it was needed. Mr. Kaufmann explained this was a time sensitive issue and just needs to be ratified as the Chair has already approved the work.

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 proposal with Donald W. McIntosh Associates, Inc. for the Nemours Parkway Sidewalk at SIMCOM for \$7,000.00.

FOURTEENTH ORDER OF BUSINESS

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

Ms. Mullins explained that through January the District has expenses of \$298,500.00 versus the overall budget of \$1,760,000.00. So, the District has spent 17% of the budget.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No report.

District Manager – Ms. Mullins stated the next Board meeting will be on March 21, 2023.

District Engineer – No report.

Construction Supervisor - No report.

Landscape Supervisor – Ms. Mullins introduced Ms. Katie Harmer and Ms. Samantha Sharenow to the Board and explained that they are taking over for Aaron Wilbanks with Berman.

Irrigation Supervisor – No report.

SIXTEENTH ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor requests.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

Ms. Mullins requested a motion to adjourn.

On motion by Mr. Ventura, seconded by Mr. Tinetti, with all in favor, the February 21, 2023, Meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

BOGGY CREEK IMPROVEMENT DISTRICT

**OUC Lighting Installation, Upgrade & Service Agreement –
Lake Nona Blvd**
(provided under separate cover)

BOGGY CREEK IMPROVEMENT DISTRICT

**Traffic Engineering Services Agreement with Kittelson for
Laureate Blvd and Veterans Way Roundabouts**

**AGREEMENT FOR TRAFFIC ENGINEERING SERVICES
(LAUREATE BLVD. & VETERANS WAY ROUNDABOUTS)**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of March 2023, 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 at Laureate Boulevard and Veterans Way (“**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 Ten Thousand Five Hundred Dollars (**\$10,500.00**). 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 PFM Group Consulting, LLC.

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, RECORDSREQUEST@PFM.COM, OR 3501 QUARDANGLE BLVD., 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 10, 2023

EXHIBIT A



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

March 10, 2023

Project #: 28785

Jeffrey J. Newton, PE
District Engineer
Boggy Creek Improvement District
12051 Corporate Boulevard
Orlando, FL 32817

RE: Laureate Boulevard at Veterans Way Roundabout Feasibility

Dear Jeff:

Attached is a proposal for roundabout feasibility services associated with the intersection of Laureate Boulevard and Veterans Way. 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, as a percentage (%) complete basis for \$10,500 (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, PE
Engineer

FILENAME: H:\28\28785 - LAUREATE BLVD AT VETERANS WAY ROUNDABOUT\ADMIN\LAUREATE-VETERANS ROUNDABOUT FEASIBILITY_2023-03-10.DOCX

PROFESSIONAL SERVICES AGREEMENT

March 10, 2023

Kittelton & 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 KITTELTON & ASSOCIATES, INC. to perform the services as described in this Agreement's Part "A" - Scope of Work (the "Services") for the Laureate Boulevard at Veterans Way Roundabout Feasibility (the "Project"), subject to all of the provisions described in Part "B" Terms and Conditions.

PART A - SCOPE OF WORK

TASK 1 –ROUNDABOUT TRAFFIC OPERATIONS FEASIBILITY

Kittelton will perform a preliminary intersection traffic analysis to evaluate the operational feasibility of a roundabout and determine the appropriate geometric configuration (number of approach lanes, exiting lanes, circulating lanes, etc.). Future-Year (2060) intersection turning movement volumes will be based on segment volumes along Laureate Boulevard and Veterans Way based on the March 2022 *Lake Nona PD Network Analysis*. The operational analysis will be completed utilizing Highway Capacity Manual, 6th Edition methodologies, as implemented in Highway Capacity Software 7 (HCS 7) software.

- a. Deliverable(s):
 - i. Traffic analysis results presented to the Client in e-mail format with a determination of roundabout operational feasibility and recommended lane configurations.

TASK 2 –ROUNDABOUT GEOMETRIC FEASIBILITY

Kittelton will prepare a horizontal roundabout conceptual layout for the intersection of Laureate Boulevard and Veterans Way. The roundabout layout will support further evaluation of the feasibility of roundabout implementation, potential impacts, and potential extents of reconstruction around the intersection. The product of this task will be exhibits illustrating the roundabout layout and corresponding design checks (e.g. speed control verification, design vehicle paths, and sight-distance checks) to support internal review. No construction plans are included under this scope of work.

The roundabout lane configurations will be based on traffic analysis conducted in Task 1. The horizontal conceptual layout for the roundabout will be prepared utilizing survey data provided by DWMA to tie into the existing Laureate Boulevard and Veterans Way. The conceptual layout 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 2:

2. One horizontal roundabout conceptual layout will be prepared by Kittelson for the intersection of Laureate Boulevard and Veterans Way. Due to the iterative nature of roundabout design, multiple options may need to be tested; however, one initial layout will be fully developed and delivered as part of this scope. Requests for an additional alternative will be addressed after receiving additional authorizations. The conceptual layout 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 alternative over aerial photography.
3. For the roundabout alternative developed, Kittelson will prepare key design checks to verify adequacy of the horizontal geometry. A package of figures in PDF format will be prepared that documents the design checks. This includes checks of: fastest path vehicle speeds, design vehicle swept paths, and sight distance triangles. The design check package will be compiled in a manner suitable for submission to the reviewing agencies as part of the review package to demonstrate that the design achieves each of the key design principles outlined in NCHRP Report 672.
 - a. Deliverable: Compiled set of design check figures in PDF format for each of the two roundabout design alternatives.

Kittelson will prepare for and attend one meeting with the Client to discuss the feasibility of a roundabout at the intersection. If a roundabout is deemed feasible at this location, the following additional tasks can be completed after receiving additional receiving additional authorizations:

- Coordination with the Veteran Affairs Medical Center
- Coordination with the City of Orlando
- Formal intersection traffic analysis for submittal to reviewing agencies
- Finalization of roundabout conceptual layout in preparation for future design
- Support on future design activities

This scope does not include preparatory time (graphics and handouts) or attendance time for any public hearings or meetings. All client requests for presentations and meetings of this nature will be accommodated on a time-and-materials basis and will be considered additional services.

PART B – TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 1:

Project Phase Description	Billing Method	Authorized Amount
Tasks 1-2	Lump Sum	\$10,500

Accepted for:

BOGGY CREEK IMPROVMENT DISTRICT

Signature

Print Name

Title

Date

Approved for:

KITTELSON & ASSOCIATES, INC.

Adam M Burghdoff

Digitally signed by Adam M Burghdoff
DN: CN=Adam M Burghdoff,
dnQualifier=01410C000011E29E30D170819C74,
O=KITTELSON AND ASSOCIATES INC, C=US
Date: 2023.03.10 12:03:44-0500

Signature

Adam Burghdoff

Print Name

FL Business Development Leader

Title

Title

3/10/2023

Date

Date

BOGGY CREEK IMPROVEMENT DISTRICT

**Sidewalk Construction Agreement
with Jr. Davis Construction for SIMCOM**

AGREEMENT BETWEEN THE BOGGY CREEK IMPROVEMENT DISTRICT AND JR. DAVIS CONSTRUCTION COMPANY, INC., FOR SIDEWALK CONSTRUCTION

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between:

Boggy Creek Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Orlando, Florida, and whose mailing address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 (“District”); and

Jr. Davis Construction Company, Inc., a Florida corporation, with a mailing address of 210 Hangar Road, Kissimmee, Florida 34741 (“Contractor,” together with District, “Parties”).

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* (the “Act”), by ordinance adopted by the City of Orlando, Florida; and

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

WHEREAS, the District has a need to retain an independent contractor to provide for the construction of sidewalks; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide construction services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by this reference herein (“Services”); and

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

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DUTIES. The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** and as described in this section.

A. Contractor shall provide Services, as described in **Exhibit A**. The Services shall

include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B.** Services shall commence upon execution of this Agreement and be completed within thirty (30) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F.** Contractor shall report directly to the District Engineer. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A.** The District shall pay Contractor Thirty-Eight Thousand Forty Dollars (\$38,040.00) for the Services as identified in **Exhibit A**. Contractor shall invoice the District for the Services pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. Such

amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.

- B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Work provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.

- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. 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 within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor 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.

SECTION 6. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement

requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this

Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. 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 Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

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

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

B. If to the Contractor: Jr. Davis Construction Company, Inc.
210 Hangar Road
Kissimmee, Florida 34741
Attn: Jimi Dugan

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any

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

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Orange County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **PFM Group Consulting, LLC** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 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 contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO

THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDSREQUEST@PFM.COM, AND 3501 QUARDANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 29. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 31. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of

Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[CONTINUED ON FOLLOWING PAGE]

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

BOGGY CREEK IMPROVEMENT DISTRICT

Chairperson, Board of Supervisors

**JR. DAVIS CONSTRUCTION COMPANY,
INC.**

By: _____
Its: _____

Exhibit A: Scope of Services

EXHIBIT A

2022 - LNTC SIMCOM SIDEWALK



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 HANGAR ROAD
KISSIMMEE, FL 34741

Contact: JIMI DUGAN
Phone: 321-624-8603
Email: JIMIDUGAN@JR-DAVIS.COM

Quote To: BOGGY CREEK IMPROVEMENT DISTRIC Proposal Date: 3/15/22
PFM GROUP CONSULTING LLC Date of Plans: 1/13/23
3501 QUADRANGLE BOULEVARD, SUITE Revision Date:
ORLANDO, FL 32817

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
110	Concrete Sidewalk (5' X 4")	520.00	SY	59.00	30,680.00
120	Handicap Ramp w/ ADA Mat	2.00	EA	3,680.00	7,360.00

GRAND TOTAL **\$38,040.00**

NOTES:

THIS PROPOSAL IS INCLUSIVE OF THE SIMCOM SIDEWALK INSTALLATIONS ADJACENT TO THE LNTC SITE. ALL OTHER SCOPE NOT EXPLICITLY NOTED IS CONSIDERED TO BE NOT INCLUDED.

***BASED ON 1/13/23 PLANS PROVIDED BY DWMA 3/6/23

QUALIFICATIONS/ASSUMPTIONS/EXCLUSIONS:

- SINGLE MOBILIZATION INCLUDED
- ASSUMES NO CLEARING/STRIPPING
- AREA TO BE FREE OF EQUIPMENT & MATERIAL AT THE TIME OF MOBILIZATION (COORDINATION W/ SIMCOM TEAM BY OTHERS)
- ASSUMES SIDEWALK ALIGNMENT IS TO RELATIVE GRADE; NO ADDITIONAL OR EXCESS FILL INCLUDED IN PRICE
- INCLUDES 5'X4" THICK STANDARD 3000 PSI GRAY CONCRETE W/ BROOM FINISH
- INCLUDES (2) CURB RAMPS AT SIMCOM ENTRANCE FOR 5' SIDEWALK CONNECTION (1'X1' HANOVER PAVERS ASSUMED)
- SODDING/SEEDING NOT INCLUDED
- NO SLEEVING INCLUDED
- SURVEY/AS-BUILTS NOT INCLUDED (NO PLANS/CAD PROVIDED)
- NO BMP'S, BONDS, PERMITTING, OR GEOTECHNICAL TESTING INCLUDED

JDC Reference: 2022RFC033

CC: NEW CODE

ACCEPTANCE OF PROPOSAL:

THIS PROPOSAL AND PRICING IS ACCEPTED BY THE FOLLOWING SIGNATURE WITH AGREEMENT TO ALL NOTES AND CLARIFICATIONS HEREIN.

Company Name: _____

Accepted By: _____ Date: _____
Authorized Representatives' Signature

Printed Name: _____

Accepted By: _____ Date: _____
Jr. Davis Project Manager Signature

Printed Name: _____

Accepted By: _____ Date: 3/15/23
Jr. Davis Operations Manager Signature

BOGGY CREEK IMPROVEMENT DISTRICT

**Arbitrage Rebate Proposals
for Series 2013 Bonds**

BOGGY CREEK IMPROVEMENT DISTRICT

GNP Services, CPA, PA

GNP Services, CPA, PA

www.gnpcpas.com

5000 US Highway 17 S #18187
Fleming Island, FL 32003

P.O. Box 1179
Orange Park, FL 32067-1179

March 8, 2023

Ms. Lynne Mullins
c/o PFM Group Consulting, LLC
3501 Quadrangle Blvd., Suite 270
Orlando, Florida 32817

RE: Boggy Creek Improvement District \$56,815,000 Special Assessment
Revenue and Revenue Refunding Bonds, Series 2013

Dear Ms. Mullins:

This letter is to confirm and specify the terms of our prospective engagement to provide arbitrage rebate services for the Bond listed on the attached schedule (the "Bonds") and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom services are to be performed to confirm the following understanding.

We will perform mathematical computations to calculate the arbitrage rebate liability for the Bonds. We will also prepare any Internal Revenue Service forms that are required to be filed in connection with the arbitrage rebate liability for the Bonds.

The mathematical computations will be performed using information that you or the Bonds trustee will furnish to us. We will make no audit or other verification of the data you submit, although we may need to ask you for clarification of some of the information.

It is your responsibility and that of the Bonds trustee to provide all the information required for the preparation of the complete and accurate calculation of the arbitrage rebate liability. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge. You should retain all the documents and other data that form the basis of the calculation of the arbitrage rebate liability. These may be necessary to prove the accuracy and completeness of any returns required to be filed with a taxing authority.

Our work in connection with the preparation of the calculation of the arbitrage rebate liability does not include any procedures designed to discover defalcation or other irregularities, should any exist.

We will use our judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. We plan to perform reasonable research to support positions taken in your returns. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

The law provides for a penalty to be imposed on any underpayment that results from negligence or disregard of rules or regulations. Negligence "includes any failure to make a reasonable attempt to comply..." with the code. Disregard "includes any careless, reckless or intentional disregard". The law also provides various other penalties that may be imposed when taxpayers understate their tax liability. If the tax authorities assess penalties, you agree to be responsible for their payment and not to look to us for reimbursement.

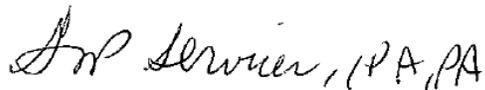
Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we recommend that you hire a competent professional to represent you. We will be available, upon request, to represent you and will render additional invoices for the time and expenses incurred.

Our fee for these services will be as set forth on Schedule A. Payment is due on receipt. Invoices not paid within ten days are subject to interest at the rate of 1% per month, prorated for the applicable number of days. After ninety days if the invoice remains unpaid, the account may be turned over to a collection agency. Any costs related to collection will be your responsibility.

Our report will be delivered to the email address you specify on the attachment to this engagement letter. Please complete the name, title, phone number and email address for each recipient to whom you would like the report to be sent.

We will not be providing any services nor preparing any returns for you that are not covered by this agreement. If you do not accept the above conditions we will be unable to provide any services. If you have any questions regarding anything in this letter, you may contact me using the information shown above. We want to express our appreciation for this opportunity to work with you.

Sincerely,

A handwritten signature in black ink that reads "GNP Services, CPA, PA". The signature is written in a cursive, flowing style.

GNP Services, CPA, PA

**SCHEDULE A
FEES FOR INSTALLMENT COMPUTATION PERIOD
REBATABLE ARBITRAGE LIABILITY CALCULATIONS**

Boggy Creek Improvement District
\$56,815,000 Special Assessment Revenue and Revenue Refunding Bonds, Series 2013

Installment Computation Period Fees (4/25/13 - 4/25/18)	
Bond Year 1	\$ 1,000
Bond Years 2 - 5	2,000
Total Installment Computation Period Fees	<u>\$ 3,000 (*)</u>

Installment Computation Period Fees (4/25/18 - 4/25/23)	
Bond Years 6 - 10	\$ 2,500
Total Installment Computation Period Fees	<u>\$ 2,500 (*)</u>

(*) The fee does not include providing any services to allocate commingled funds.

Proposal to perform installment date arbitrage rebate calculation is accepted
as evidenced by the signature below:

Signature Title

Printed Name

Telephone Number

Email

Report Recipients:

Printed Name Title Telephone Number Email

BOGGY CREEK IMPROVEMENT DISTRICT

Grau & Associates

Jennifer Walden

Subject: FW: Proposal Needed by 3.13.23 - Arbitrage Rebate for the Boggy Creek ID

From: David Caplivski <dcaplivski@graucpa.com>

Sent: Friday, March 3, 2023 4:10 PM

To: Jennifer Walden <waldenj@pfm.com>

Cc: Lynne Mullins <mullinsl@pfm.com>; Elizabeth Strong <EStrong@graucpa.com>

Subject: RE: Proposal Needed by 3.13.23 - Arbitrage Rebate for the Boggy Creek ID

ALERT: This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

Hi Jennifer,

See below for the prices. Let us know if you need us to send engagement letters.

for April 2013 – April 2018 = \$3,750

for April 2018 – April 2023 = \$3,750

David Caplivski, CPA/CITP

Audit Partner

Grau & Associates

951 Yamato Road

Suite 280

Boca Raton, FL 33431

Telephone: (561) 939-6676

dcaplivski@graucpa.com

www.graucpa.com



BOGGY CREEK IMPROVEMENT DISTRICT

LLS Tax Solutions Inc.



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

March 3, 2023

- Boggy Creek Improvement District Series 2013 Bond

On behalf of LLS Tax Solutions Inc. I would like the opportunity to extend to you our services from our innovative Arbitrage Rebate Services Firm.

We are delighted at this opportunity to present our scope of services. Our **all-inclusive annual fee** for an arbitrage calculation is \$500.00, for each computation year. This fee includes the more complicated refunding bond issues with transferred proceeds or commingled funds.

Our scope of services that relate to the annual fee of \$500.00 include:

- Assess whether the issue is subject to arbitrage rebate requirements (including an analysis to ascertain whether any “spending exceptions” or “small issuance exceptions” apply)
- Calculate the bond yield, as required under existing regulations (except where previously computed and provided to us)
- Calculate earnings from investment of bond proceeds (including a calculation of investment yield) to assess if any rebate to the federal government is required
- Analyze the data contained in source documents, helping to evaluate whether bond proceeds are included in the calculations
- Advise you of situations we become aware while completing the arbitrage calculation that bond counsel consultation is recommended.
- Work closely with bond counsel to resolve any questions that may arise
- Prepare a detailed report on arbitrage rebate that includes cumulative results since the issue date
- Prepare the necessary Form 8038T and reports to accompany any required payment to the U.S. Treasury.

We serve you by being attentive to your needs, drawing on our resources to address your challenges, and employing our industry experience to seek the right solutions. Please let me know if you have any questions. You can contact me by telephone (850-754-0311) or by email at liscott@llstax.com. I look forward to the opportunity to provide you excellent arbitrage services.

Kind Regards,

Linda L. Scott
Linda L. Scott, CPA

BOGGY CREEK IMPROVEMENT DISTRICT

PFM Asset Management

Boggy Creek Improvement District
c/o Ms. Jennifer Walden
Senior District Manager
PFMAM Group Consulting LLC
03501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

RE: Arbitrage Rebate Compliance Services
Boggy Creek Improvement District

Dear Ms. Walden:

On behalf of PFM Asset Management LLC ("PFMAM"), I am pleased to submit this proposal to provide arbitrage rebate compliance services to Boggy Creek Improvement District (the "Issuer"). We are submitting this proposal to assist the Issuer with providing arbitrage rebate calculations. Our proposal includes the following: (1) our qualifications; (2) our scope of services; (3) our proposed fees; and (4) next steps.

Qualifications

The finance and accounting specialists in PFMAM's Arbitrage & Tax Compliance Group embrace a national presence, having provided in excess of 55,000 calculations to thousands of clients in more than 40 states since 1989. Our annual client base comprises approximately 350 tax-exempt issuers that vary in size, complexity, and purpose. Organizations that engage PFMAM to provide arbitrage rebate compliance service include:

- Authorities
- Boroughs, Towns & Townships
- Cities
- Colleges and Universities
- Counties
- Healthcare Institutions
- Housing Authorities and Corporations
- Local Gov't Investment Pool Programs
- Municipalities
- Public Power Agencies
- Public Schools
- States and State Agencies
- State Revolving Funds
- Transportation Organizations

PFMAM is dedicated to helping ensure that these organizations pay the lowest amount of rebate permissible by the Internal Revenue Code and related Treasury Regulations ("Regulations").

PFMAM has never been informed of the IRS proposing changes to our calculations. We attribute this to an exceptionally thorough reporting style, distinctive to PFMAM.

Professional Experience & Methodology

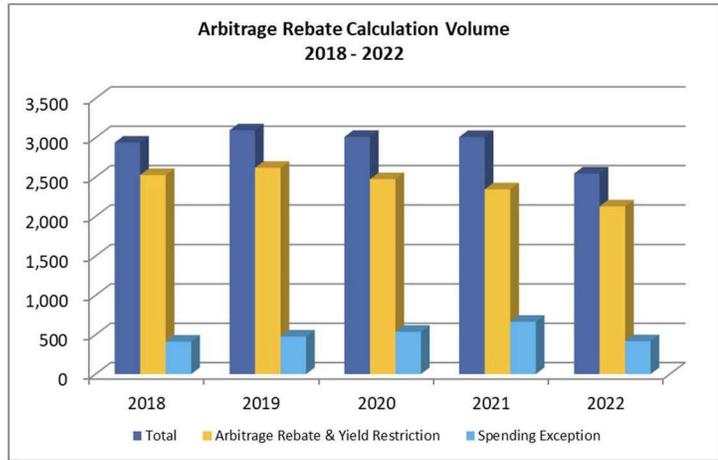
PFMAM's Arbitrage & Tax Compliance Group has completed a significant number of arbitrage rebate compliance analyses each year. As illustrated in the chart on the following page, PFMAM prepares thousands of calculations annually and over 30,000 calculations in the last ten years. These calculations





include our analyses of the arbitrage rebate compliance status relating to a variety of tax-exempt/advantaged debt, including general obligation bonds, certificates of participation, tax notes, Build America Bonds, revenue bonds, variable-rate bonds, conduit financings, commercial paper, anticipation notes, and state revolving fund bonds.

PFMAM also provides compliance reporting for issuers of other tax-advantaged bonds and tax-credit bonds. We provide proceeds spending reports as well as sinking fund yield compliance reports to help issuers maintain compliance with the similar but different requirements for these types of bond issues.



Data as of December 31, 2022

Many issuers are surprised to learn that several very different, yet legally correct, answers can result from an arbitrage calculation. The most prominent factor affecting this variation is the diversity of methods used for valuing and allocating investments. PFMAM's approach to minimizing liabilities is customized to the issuer's specific tax scenario and the type of bonds that have been issued. We will only recommend calculation methods that achieve compliance, minimize liabilities, and are permissible under the arbitrage rebate provisions contained in the Regulations.

Technical Proficiency

PFMAM has internally developed, sophisticated arbitrage rebate calculation models to ensure that our clients' arbitrage rebate compliance circumstances are fully and properly addressed. Our models maintain the flexibility that is needed to analyze the wide variety of fact patterns that we encounter. "Off-the-shelf" and pre-programmed software packages simply do not offer the level of customization that is needed to thoroughly evaluate an issue's arbitrage rebate compliance status.

Market Presence & Depth of Resources

As one of the nation's leading financial advisors and investment advisors to governmental entities and non-profit organizations, we have the experience, market presence, human and intellectual capital, and technological resources that are required to provide our clients with the high-quality service that our clients expect and deserve. The PFMAM Arbitrage & Tax Compliance Group works closely with our colleagues in the financial advisory and investment advisory businesses to stay abreast of market developments, and to assist our clients in evaluating complex tax issues. Our understanding of how tax elections fit in to debt and investment strategies and our significant presence in the debt and investment markets allow us to offer our clients a broader, big-picture oriented perspective when providing arbitrage rebate compliance services.



IRS Audit Experience

PFMAM has assisted several issuers with preparing responses to IRS audits, information document requests, and other regulatory proceedings. We are frequently referred to issuers by bond and tax counsel in the event of an IRS audit. At PFMAM, we have had a significant amount of success defending our own arbitrage rebate work. Our thorough reporting provides the detail that is needed to fully address IRS audit questions. One of the best defenses that an issuer can undertake is to have proper policies and procedures in place to detect problems early, including sound recordkeeping practices. PFMAM utilizes data management systems to electronically store all bond documents and financial records that we rely on to undertake arbitrage rebate services. This approach allows for efficient access and distribution of such documents to our clients and other interested professionals.

Arbitrage Rebate Compliance Requirements

Federal tax law imposes dual compliance requirements on tax-exempt bond issues. These requirements are commonly called the Arbitrage Rebate Requirements and the Yield Restriction Requirements. A brief description of each of these requirements is provided below.

- **Arbitrage Rebate Requirements** – Generally, the “gross proceeds” of a tax-exempt bond issue that are invested in taxable non-purpose investments (i.e., U.S. Treasury securities, money market mutual funds, corporate bonds, GICs, etc.) are subject to arbitrage rebate. In certain circumstances, gross proceeds may be exempt from this requirement. For example, debt service funds are often exempt from rebate. Also, proceeds that qualify for a “spending exception” to arbitrage rebate may be treated as exempt from this requirement.

Arbitrage rebate is the difference between the actual investment earnings and the earnings that the Issuer would have received if the gross proceeds of the bonds were invested at the arbitrage yield. The Arbitrage Rebate Liability = Actual Investment Earnings – Investment Earnings @ the arbitrage yield.

Issuers are required to determine no less than every five-years after the issue date, every five-years thereafter, and as of the final maturity date if an arbitrage rebate liability has accrued. If a liability has accrued, the Issuer is required to pay at least 90% of the liability within 60 days of the computation date (100% if the computation date is the final maturity date). If no liability has accrued, then no payment is due.

- **Yield Restriction Requirements** – Federal tax law generally does not allow an issuer to invest the gross proceeds of a bond issue at an average investment rate that is “materially higher”¹ than the arbitrage yield. However, the Issuer is permitted to do so during a temporary period. A temporary period is nothing more than an exemption from the yield restriction requirements but is not an exception to the arbitrage rebate requirements. Temporary periods vary depending on the

¹ A “materially higher” yield is the yield to which the gross proceeds of a bond issue are subject to yield restriction. The definition of materially higher differs depending on the purpose and use of the proceeds. For example, for construction funds that qualify for a 3-year or 5-year temporary period, materially higher means the arbitrage yield + 0.125%. For refunding escrows and “replacement proceeds”, materially higher means the arbitrage yield + 0.001%.



intended use of the proceeds. For example, the typical temporary period for new money proceeds is three-years, starting on the issue date. The Issuer is permitted to invest the new money proceeds at an unrestricted rate during the first three years after the issue date, without violating the yield restriction requirements.

- At the expiration of the temporary period, any unspent bond proceeds become subject to the yield restriction requirements. To comply with this requirement, the Issuer is required to either restrict the investment yield so that it is no higher than a materially higher yield, or the Issuer may be permitted to make "yield reduction payments." Yield reduction payments are essentially arbitrage rebate payments, only they are made to comply with yield restriction. These payments are made at the same time and in the same manner as arbitrage rebate payments.

Our Understanding of the Transaction

PFMAM understands that the Issuer issued the Special Assessment Revenue and Revenue Refunding Bonds, Series 2013, on April 25, 2013 (the "2013 Bonds"). The 2013 Bonds was issued for the following purposes:

- i. finance a portion of the cost of acquiring, constructing and equipping the assessable improvements comprising a portion of the District's Capital Improvement Program (the "2013 Project"),
- ii. purchase and retire all of the District's Boggy Creek Improvement District (City of Orlando, Florida) Special Assessment Revenue Bonds, Series 2010,
- iii. fund the 2013 Reserve Account, and
- iv. pay certain costs associated with the issuance of the 2013 Bonds.

PFMAM also understands the following regarding the 2013 Bonds that have implications for the arbitrage rebate calculation:

- i. The portion of the proceeds of the 2013 Bonds deposited into the 2013 Acquisition and Construction account have a three-year temporary period and will need to have its proceeds yield restricted as of April 25, 2016, to no higher than the materially higher yield of the bonds.
- ii. The 2013 bonds can be treated as two separate issues, a current refunding portion, and a new money portion. This allows the issue to potentially qualify for two spending exceptions; the 6-month spending exception may be applied to the current refunding portion, while an 18-month or 2-year spending exception may apply to the new money portion enabling the issuer to maximize retained earnings.



Scope of Services

PFMAM proposes to meet the arbitrage rebate compliance needs of the Issuer with the following scope of services:

- (1) Work with the Issuer to collect all debt service, investment, and expenditure data for all 2013 Bond related funds during the relevant computation periods.
- (2) Review financial data and bond documents and perform the following for the 2013 Bonds:
 - Verify the issue price of the Bonds
 - Calculate the arbitrage yield
 - Prepare a cash flow analysis for the proceeds of the Bonds
 - Determine if any proceeds met an exception to arbitrage rebate, including a spending exception
 - Prepare arbitrage rebate calculations
 - As needed, prepare yield restriction calculations
 - Calculate the investment return of each bond related fund
 - Value investments as of computation dates and key dates
 - Undertake any additional analysis needed to properly determine arbitrage rebate compliance
- (3) Analyze and apply available liability reduction strategies.
- (4) Utilize a thorough review process to ensure that all calculations are accurately prepared and that liabilities are minimized to the fullest extent permitted.
- (5) Deliver a comprehensive report that includes an executive summary describing the methodologies employed and major assumptions and our conclusions.
- (6) Provide a professional opinion that the calculation methodology used is consistent with current tax laws and regulations and may be relied upon in determining liability payments to the U.S. Treasury.
- (7) Prepare the IRS Form 8038-T and provide detailed filing instructions if a payment is due.
- (8) Electronically store copies of all materials provided to PFMAM to perform such calculations.
- (9) Provide support and assistance to the Issuer, its advisors, and its legal counsel in the event of an IRS inquiry or audit with respect to the bond issue.
- (10) Be available to discuss the results of our analysis, to answer questions, and to provide guidance on arbitrage rebate compliance matters.



Proposed Fees

Service Description / Computation Period	Calculation Fee
Initial Report Fee, per issue, per annual report – Arbitrage Rebate and/or Yield Restriction Calculation, bond issues with outstanding proceeds	\$1,000
Arbitrage Rebate and/or Yield Restriction Calculation - additional annual computation period since the previous calculation, per additional annual computation period	+\$500
Report Fee, per issue, per annual report - Bona Fide Debt Service Fund testing only (if applicable)	\$750
Bona Fide Debt Service Fund testing - additional annual computation period since the previous calculation, per additional annual computation period (if applicable)	+\$250

Based on our understanding of the transaction and the fee schedule above, our fee to prepare both the 5th year installment computation (as of April 2018), and the 10th year installment computation (as of April 2023) for the 2013 Bonds would not exceed \$6,000.

Next Steps

If the Issuer accepts our proposal, the next step is to execute an engagement letter and begin the information collection process.

We appreciate your consideration and welcome the opportunity to discuss our proposal in greater detail.

Sincerely,

PFM Asset Management LLC

Michael Steinbrook, Director
steinbrookm@pfmam.com
phone 717.231.6280

Colin Colaco, Senior Managing Consultant
colacoc@pfmam.com
phone 214.770.3711

BOGGY CREEK IMPROVEMENT DISTRICT

**Arbitrage Rebate Proposals
for Series 2018 BAN**

BOGGY CREEK IMPROVEMENT DISTRICT

GNP Services, CPA, PA

GNP Services, CPA, PA

www.gnpcpas.com

5000 US Highway 17 S #18187
Fleming Island, FL 32003

P.O. Box 1179
Orange Park, FL 32067-1179

March 9, 2023

Ms. Lynne Mullins
c/o PFM Group Consulting, LLC
3501 Quadrangle Blvd., Suite 270
Orlando, Florida 32817

RE: Boggy Creek Improvement District Not to Exceed \$25,000,000 Special
Assessment Revenue Bond Anticipation Note, Series 2018

Dear Ms. Mullins:

This letter is to confirm and specify the terms of our prospective engagement to provide arbitrage rebate services for the Bond listed on the attached schedule (the "Bonds") and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom services are to be performed to confirm the following understanding.

We will perform mathematical computations to calculate the arbitrage rebate liability for the Bonds. We will also prepare any Internal Revenue Service forms that are required to be filed in connection with the arbitrage rebate liability for the Bonds.

The mathematical computations will be performed using information that you or the Bonds trustee will furnish to us. We will make no audit or other verification of the data you submit, although we may need to ask you for clarification of some of the information.

It is your responsibility and that of the Bonds trustee to provide all the information required for the preparation of the complete and accurate calculation of the arbitrage rebate liability. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge. You should retain all the documents and other data that form the basis of the calculation of the arbitrage rebate liability. These may be necessary to prove the accuracy and completeness of any returns required to be filed with a taxing authority.

Our work in connection with the preparation of the calculation of the arbitrage rebate liability does not include any procedures designed to discover defalcation or other irregularities, should any exist.

We will use our judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. We plan to perform reasonable research to support positions taken in your returns. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

The law provides for a penalty to be imposed on any underpayment that results from negligence or disregard of rules or regulations. Negligence "includes any failure to make a reasonable attempt to comply..." with the code. Disregard "includes any careless, reckless or intentional disregard". The law also provides various other penalties that may be imposed when taxpayers understate their tax liability. If the tax authorities assess penalties, you agree to be responsible for their payment and not to look to us for reimbursement.

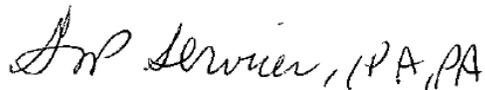
Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we recommend that you hire a competent professional to represent you. We will be available, upon request, to represent you and will render additional invoices for the time and expenses incurred.

Our fee for these services will be as set forth on Schedule A. Payment is due on receipt. Invoices not paid within ten days are subject to interest at the rate of 1% per month, prorated for the applicable number of days. After ninety days if the invoice remains unpaid, the account may be turned over to a collection agency. Any costs related to collection will be your responsibility.

Our report will be delivered to the email address you specify on the attachment to this engagement letter. Please complete the name, title, phone number and email address for each recipient to whom you would like the report to be sent.

We will not be providing any services nor preparing any returns for you that are not covered by this agreement. If you do not accept the above conditions we will be unable to provide any services. If you have any questions regarding anything in this letter, you may contact me using the information shown above. We want to express our appreciation for this opportunity to work with you.

Sincerely,

A handwritten signature in black ink that reads "GNP Services, CPA, PA". The signature is written in a cursive, flowing style.

GNP Services, CPA, PA

**SCHEDULE A
FEES FOR INSTALLMENT COMPUTATION PERIOD
REBATABLE ARBITRAGE LIABILITY CALCULATIONS**

Boggy Creek Improvement District
Not to Exceed \$25,000,000 Special Assessment Revenue Bond Anticipation Note, Series 2018

Installment Computation Period Fees (7/25/18 - 7/25/23)	
Bond Year 1	\$ 1,000
Bond Years 2 - 5	2,000
Total Installment Computation Period Fees	<u>\$ 3,000 (*)</u>

(*) The fee does not include providing any services to allocate commingled funds.

Proposal to perform installment date arbitrage rebate calculation is accepted
as evidenced by the signature below:

Signature _____ Title

Printed Name

Telephone Number

Email

Report Recipients:

Printed Name _____ Title _____ Telephone Number _____ Email

Printed Name _____ Title _____ Telephone Number _____ Email

Printed Name _____ Title _____ Telephone Number _____ Email

Printed Name _____ Title _____ Telephone Number _____ Email

BOGGY CREEK IMPROVEMENT DISTRICT

Grau & Associates

Jennifer Walden

Subject: FW: Proposal Needed by 3.15.23 - Arbitrage Rebate for the Boggy Creek ID

From: David Caplivski <dcaplivski@graucpa.com>

Sent: Wednesday, March 8, 2023 11:28 AM

To: Jennifer Walden <waldenj@pfm.com>

Cc: Lynne Mullins <mullinsl@pfm.com>; Elizabeth Strong <EStrong@graucpa.com>

Subject: RE: Proposal Needed by 3.15.23 - Arbitrage Rebate for the Boggy Creek ID

ALERT: This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

Hi Jennifer,

We could do the arbitrage rebate calculation services for it's 2018 BAN for July 2018 – July 2023 for \$3,750. Please let us know either way what the District decides.

David Caplivski, CPA/CITP

Audit Partner

Grau & Associates

951 Yamato Road

Suite 280

Boca Raton, FL 33431

Telephone: (561) 939-6676

dcaplivski@graucpa.com

www.graucpa.com



BOGGY CREEK IMPROVEMENT DISTRICT

LLS Tax Solutions Inc.



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

March 8, 2023

- Boggy Creek Improvement District Series 2018 BAN

On behalf of LLS Tax Solutions Inc. I would like the opportunity to extend to you our services from our innovative Arbitrage Rebate Services Firm.

We are delighted at this opportunity to present our scope of services. Our **all-inclusive annual fee** for an arbitrage calculation is \$500.00, for each computation year. This fee includes the more complicated refunding bond issues with transferred proceeds or commingled funds.

Our scope of services that relate to the annual fee of \$500.00 include:

- Assess whether the issue is subject to arbitrage rebate requirements (including an analysis to ascertain whether any “spending exceptions” or “small issuance exceptions” apply)
- Calculate the bond yield, as required under existing regulations (except where previously computed and provided to us)
- Calculate earnings from investment of bond proceeds (including a calculation of investment yield) to assess if any rebate to the federal government is required
- Analyze the data contained in source documents, helping to evaluate whether bond proceeds are included in the calculations
- Advise you of situations we become aware while completing the arbitrage calculation that bond counsel consultation is recommended.
- Work closely with bond counsel to resolve any questions that may arise
- Prepare a detailed report on arbitrage rebate that includes cumulative results since the issue date
- Prepare the necessary Form 8038T and reports to accompany any required payment to the U.S. Treasury.

We serve you by being attentive to your needs, drawing on our resources to address your challenges, and employing our industry experience to seek the right solutions. Please let me know if you have any questions. You can contact me by telephone (850-754-0311) or by email at liscott@llstax.com. I look forward to the opportunity to provide you excellent arbitrage services.

Kind Regards,

Linda L. Scott
Linda L. Scott, CPA

BOGGY CREEK IMPROVEMENT DISTRICT

Landscape Enhancements



Overpass Enhancement

Bed 1 - Remove Jasmine, add sod

Bed 2 - Remove Flax, ornamentals, add Panama rose, Xanadu, Copper plant

Bed 3 - Remove Roses, Tibouchina, add Allamanda, Xanadu, Ti

Bed 4 - Remove Downy, Add Ruella, Firebush

Bed 6 - Remove Plumbago, Add Copper plant and Panama Rose

Bed 10 - Remove Jasmine, add Firecracker, Lantana

Bed 11 - Remove Roses, add sod

Bed 12 - Remove sides, add Ruella, Arboicola

Bed 13 - Remove Roses, add sod

Bed 16 - Remove Bulbine, add dwarf Ruella mix

Bed 17 - Remove lantana, Add blue daze

Bed 22 - Remove Flax, add blue daze, pringles, sod, 2 trees, Thyralis

Bed 21 - Add pringles behind annuals, sod, 2 trees

Bed 18 - Remove Roses, add sod

Bed 23 & 24 - Remove flax, add Liriope, sod

Bed 19 - Fill in Garlic

Bed 20 - Remove Roses, add Arboicola

Bed 15 - Remove Flax, garlic; add 1 tree and sod

Bed 14 - Remove Flax, garlic; add 1 tree and sod

Bed 9 - Remove Roses, Add Ginger, Ti

Bed 8 - Infill Muhly

Bed 7 - Remove Oleander, Flax; add Arboicola, Ruella

Bed 5 - Remove Roses, add sod

Bed 27 - Island Tips Remove lantana, add dwarf mixed Reulla



Proposal

PO Box 865
 Oakland, FL 34760
 407-287-5622
 CepraLandscape.com

PROPERTY
Boggy Creek Improvement District Lk Nona Blvd S & Roadways & Helios Orlando, FL 32817

PROPOSAL #	DATE	
28303	12/16/2022	

DESCRIPTION	
<p>Bed Renovations (Humboldt Dr to Medical City Dr.) Boggy Creek District</p> <p>This proposal is to renovate the center median beds and pockets along the sidewalk from Humboldt to Medical City Drive. We would fill the existing Pink Muhly Grass. The pocket beds of roses would be replaced with Variegated Ginger and pockets of Ti (electra). The roses under the Magnolias would be sodded. The downy jasmine under the crape myrtles would be removed. We would circle each crape myrtle tree with Firecracker and connect the trees with a bed of Chapel Hill Lantana. The pocket beds along the sidewalk would be a combination of White Ruella and Dazzle Arboricola.</p> <p>Labor 80 @ \$55 = \$4400 Debris 1 @ \$1200 = \$1200 Floratam St. Augustine 9956 sq ft @ \$1.22 = \$12,146 3g Firecracker 70 @ \$17 = \$1190 1g Chapel Hill Lantana 280 @ \$7 = \$1960 1g White Ruella 200 @ \$7 = \$1400 3g Dazzle Arboricola 140 @ \$7 = \$980 3g Variegated Ginger 228 @ \$23 = \$5244 3g Hawaii Ti (electra) 27 @ \$17 = \$459 1g Pink Muhly Grass 30 @ \$7 = \$210 Hardwood Mulch 30 @ \$48 = \$1440</p> <p>Total = \$30,629.00</p>	<p>\$30,629.00</p>

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENT	1	\$30,629.00	\$30,629.00	\$30,629.00
TOTAL:			\$30,629.00	\$30,629.00



Proposal

PO Box 865
 Oakland, FL 34760
 407-287-5622
 CepraLandscape.com

PROPERTY
Boggy Creek Improvement District Lk Nona Blvd S & Roadways & Helios Orlando, FL 32817

PROPOSAL #	DATE	
28191	12/16/2022	

DESCRIPTION	
Bed Renovations (Nemours to Veterans Way) Boggy Creek District Proposal is to renovate the beds from Nemours Pkwy to Veterans Way. We would remove all downy jasmine and install sod. The tibuchina around the firecracker would be replaced with Dwarf Allamanda. The knockout roses would be replaced with Xanadu and pockets of Red Pepper Cordyline. At the corner of Boxi and Landing House we would remove the flax lily and ornamental grasses and replace them with Xanadu, Copper Leaf, and Panama Rose. Irrigation repairs will be billed separately. Labor 80 @ \$55 = \$4400 Debris 1 @ \$1200 = \$1200 Floratam St. Augustine 5000 sq ft @ \$1.41 = \$7,050.00 3g Dwarf Allamanda 145 @ \$17 = \$2,465 3g Copper Leaf 60 @ \$17 = \$1020 3g Panama Rose 48 @ \$17 = \$816 3g Xanadu 72 @ \$17 = \$1224 3g Xanadu 396 @ \$17 = \$6732 3g Red Pepper Cordyline 18 @ \$17 = \$306 Hardwood Mulch 15 yds @ \$48 = \$720 Total = \$25,933.00	\$25,933.00

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENT	1	\$25,933.00	\$25,933.00	\$25,933.00
TOTAL:			\$25,933.00	\$25,933.00



Proposal

PO Box 865
 Oakland, FL 34760
 407-287-5622
 CepraLandscape.com

PROPERTY
Boggy Creek Improvement District Lk Nona Blvd S & Roadways & Helios Orlando, FL 32817

PROPOSAL #	DATE	
28298	12/16/2022	

DESCRIPTION	
<p>Bed Renovations (Veterans Way to Humboldt) Boggy Creek District</p> <p>Proposal is to renovate median beds and pockets along the the sidewalk, from Veterans Way to Humboldt Dr. First section we would remove the roses and sod. Where the downy jasmine is located, we would remove and create a wavy bed, half White Ruella and half Dwarf Firebush.</p> <p>The plumbago bed would get removed and would connect the date palms with Copperleaf and wrap the Copperleaf with Panama Rose. We would also shrink the current plumbago bed down by 5ft all the way around. In the pockets, replacing the Oleander and Flax Lily, we would install Dazzle Arboricola and White Ruella. The two outside pockets would be the White Ruella and the middle pocket would be the Dazzle Arboricola.</p> <p>Labor 80 @ \$55 = \$4400 Debris 1 @ \$1200 = \$1200 Floratam St. Augustine 11,000 @ \$1.22 = \$13420 1g White Ruella 676 @ \$7 = \$4732 3g Dwarf Firebush 300 @ \$17 = \$5100 1g White Ruella 150 @ \$7 = \$1050 3g Dazzle Arboricola 140 @ \$17 = \$2380 3g Copper Leaf 134 @ \$17 = \$2278 3g Panama Rose 140 = \$2380 Hardwood Mulch 45 @ \$48 = \$2160</p> <p>Total = \$39,100.00</p>	<p>\$39,100.00</p>

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENT	1	\$39,100.00	\$39,100.00	\$39,100.00
TOTAL:			\$39,100.00	\$39,100.00



Proposal

PO Box 865
Oakland, FL 34760
407-287-5622
CepraLandscape.com

PROPERTY
Boggy Creek Improvement District Lk Nona Blvd S & Roadways & Helios Orlando, FL 32817

PROPOSAL #	DATE	
29541	02/07/2023	

DESCRIPTION	
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DRAFT

Medical City to Boggy Creek Road Beds 1-5
 Boggy Creek District

This proposal is for beds 1 through 5, in the area of Medical City Drive to Boggy Creek Road.

Bed 1: Remove Drift Roses and Sod
 Labor 16 @ \$55 = \$880
 Floratam 2000 sq. ft @ \$1.25 = \$2500
 Debris Removal 1 @ \$100 = \$100
 Total = \$3480

Bed 2: Remove Flax and Society Garlic Install sod and 1 Flowering Tree
 Labor 16 @ \$55 = \$880
 Floratam 3000 sq ft @ \$1.25 = \$3750
 65 Gal Rainbow Eucalyptus 1 @ \$950 = \$950
 Debris Removal 1 @ \$100 = \$100
 Total = \$5680

Bed 3: Same as bed 2 (different flowering tree)
 65 Gal Hong Kong Orchid
 Total = \$5517

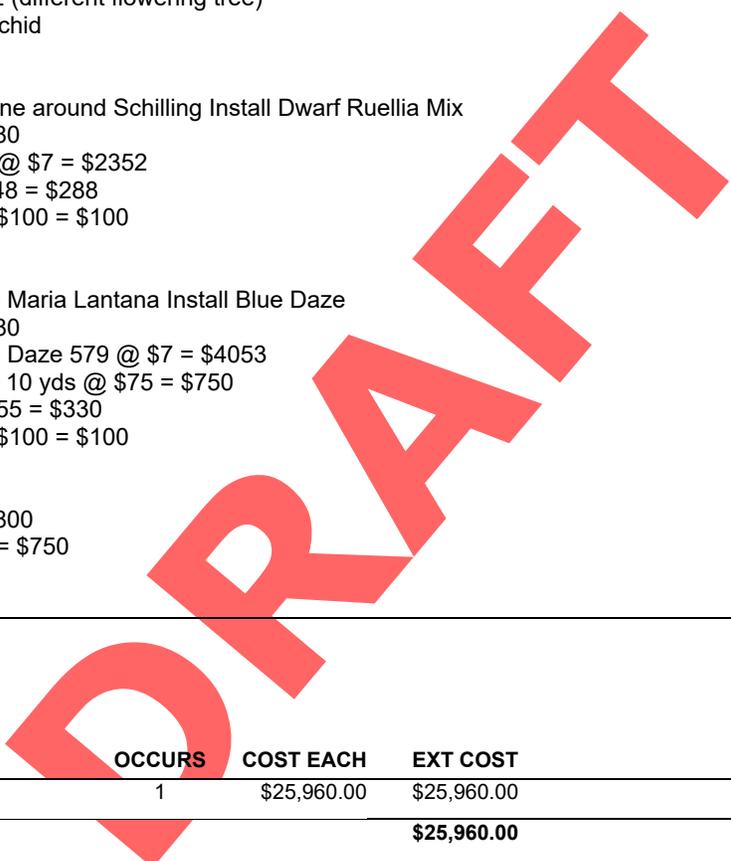
Bed 4: Remove Bulbine around Schilling Install Dwarf Ruellia Mix
 Labor 16 @ \$55 = \$880
 1g Dwarf Ruellia 336 @ \$7 = \$2352
 Hardwood 6 yds @ \$48 = \$288
 Debris Removal 1 @ \$100 = \$100
 Total = \$3620

Bed 5: Remove Anna Maria Lantana Install Blue Daze
 Labor 16 @ \$55 = \$880
 1g Blue My Mind Blue Daze 579 @ \$7 = \$4053
 Annual Soil (installed) 10 yds @ \$75 = \$750
 Pine Fines 6 yds @ \$55 = \$330
 Debris Removal 1 @ \$100 = \$100
 Total = \$6113

Freight 1 @ \$800 = \$800
 Skid Steer 1 @ \$750 = \$750

Total = \$25,960.00

\$25,960.00



INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENT	1	\$25,960.00	\$25,960.00	\$25,960.00
TOTAL:			\$25,960.00	\$25,960.00



Proposal

PO Box 865
Oakland, FL 34760
407-287-5622
CepraLandscape.com

PROPERTY
Boggy Creek Improvement District Lk Nona Blvd S & Roadways & Helios Orlando, FL 32817

PROPOSAL #	DATE	
29543	02/07/2023	

DESCRIPTION	
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DRAFT

Medical City to Boggy Creek Road Beds 6-12 Proposal
Boggy Creek District

Proposal is for beds 6 through 12, in the section of Medical City Drive to Boggy Creek Rd.

Bed 6: Remove Drift Roses and Install Sod

Labor 16 @ \$55 = \$880
Floratom 1500 sq ft @ \$1.25 = \$1875
Debris Removal 1 @ \$100 = \$100
Total = \$2855

Bed 7: Fill in Society Garlic

1g Society Garlic 40 @ \$7 = \$280
Total = \$280

Bed 8: Remove Drift Rose and Install Trinettes

Labor 10 @ \$55 = \$550
3g Trinettes 167 @ \$17 = \$2839
Hardwood Mulch 5 @ \$48 = \$240
Debris Removal 1 @ \$50 = \$50
Total = \$3679

Bed 9: Monument Island Tip Install Pringles Podocarpus behind annual bed and 1 Natchez
Crape Myrtle and 1 Tabebuia Tree

3g Pringles Podocarpus 40 @ \$17 = \$680
Floratom 250 sq ft @ \$1.25 = \$312
1 65 Gal Standard Natchez (white) Crape Myrtle = \$637
1 65 Gal Yellow Tabebuia = \$837
Hardwood Mulch 2 @ \$48 = \$96
Total = \$2562

Bed 10: Island Bed Across from Monuments remove flax lily and plants along sides of
schilling. Install blue daze bed mirroring the annual bed with Pringles Podocarpus behind it.
Sodding behind that and along the sides of the Schilling. Also installing 1 Standard Crape
Myrtle and 1 Jacaranda Tree

Labor 16 @ \$55 = \$880
3g Pringles Podocarpus 40 @ \$17 = \$680
1g Blue My Mind Blue Daze 257 @ \$1799
1 65 Gal Standard Natchez Crape Myrtle = \$637
1 65 Gal Jacaranda Tree = \$787
3g Thyrallis 36 @ \$17 = \$612
Floratom 2000 sq ft @ \$1.25 = \$2500
Debris Removal 1 @ \$100
Hardwood Mulch 2 @ \$48 = \$96
Annual Soil (installed) 5 yds @ \$75 = \$375
Pine Fines 3yds @ \$55 = \$165
Total = \$8631

Bed 11 and 12: Remove Flax and Liriope Install Sod

Labor 40 @ \$55 = \$2200
Floratom 4000 sq ft @ \$1.25 = \$5000
Debris Removal 1 @ \$100 = \$100
Total = \$7300

Bed 13: Remove Confetti Lantana and install Dallas Red Lantana

Labor 1 @ \$55 = \$55
1g Dallas Red Lantana 112 @ \$7 = \$784
Total = \$839

Freight 1 @ \$800 = \$800
Skid Steer 1 @ \$750 = \$750

Grand Total = \$27,696.00

\$27,696.00

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENT	1	\$27,696.00	\$27,696.00	\$27,696.00
TOTAL:			\$27,696.00	\$27,696.00

DRAFT

	Remove	Install	Cost	Priority
Bed 1	Downy Jasmine	Sod	\$10,588	
Bed 2	flax, ornamentals	Xanadu, Copper, Panama Rose	\$4,098	
Bed 3	Tibouchina, Roses	Allamanda, Xanadu, Ti	\$11,247	
Bed 4	Downy Jasmine	Ruella, Firebush	\$12,842	
Bed 5	Roses	Sod	\$11,930	
Bed 6	Plumbago	Copper plant, Panama rose	\$10,108	
Bed 7	Oleander, flax	Arboricola, Ruella	\$4,220	
Bed 8		Muhly	\$450	
Bed 9	Roses	Ginger, Ti	\$6,793	
Bed 10	Downy Jasmine	Firecracker, Lantana	\$5,580	
Bed 11	Roses	Sod	\$14,096	
Bed 12	Misc plantings	Ruella, Arboricola	\$3,710	
Bed 13	Drift Roses	Sod	\$3,480	
Bed 14	Flax, Garlic	Sod, Rainbow Gum	\$5,608	
Bed 15	Flax, Garlic	Sod, Hong Kong	\$5,517	
Bed 16	Bulbine	Dwarf Ruella	\$3,620	
Bed 17	Lantana	Blue Daze	\$6,113	
Bed 18	Drift Roses	Sod	\$2,855	
Bed 19		Garlic	\$280	
Bed 20	Drift Roses	Arboricola	\$3,679	
Bed 21		Pringles, sod, 1 STD Crape, 1 Tab	\$2,562	
Bed 22	Flax	Blue Daze, Pringles, Sod, 2 trees, Thyralis	\$8,631	
Bed 23 /24	Flax	Liriope, Sod	\$7,300	
Bed 25	Lantana	Lantana	\$839	
Bed 26	Sylvester Palms	Chinese Fan Palms	TBD	2023
Bed 27	Lantana	Dwarf Ruella	\$2,553	
Bed 28	Schillings	Sod	\$29,930	2023 IME Overpass shared budget

BOGGY CREEK IMPROVEMENT DISTRICT

Right-of-Way Dedication Agreement

**THIS INSTRUMENT PREPARED
BY AND RETURN TO:**
Roy K. Payne, Esquire
Chief Assistant City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, FL 32802
(407) 246-2295

RIGHT-OF-WAY DEDICATION AGREEMENT

THIS RIGHT-OF-WAY DEDICATION AGREEMENT (hereinafter the "Agreement") is made and entered into this _____ day of _____, 20____, by and between **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter the "**City**"), whose address is 400 S. Orange Avenue, Orlando, Florida, 32802 and **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (hereinafter "**Owner**"), whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida, 32817. **Owner** and **City** may be referred to individually as "Party" or collectively as "Parties."

WITNESSETH:

WHEREAS, Owner owns property located as shown in **Exhibit "A,"** attached hereto and made a part hereof by reference, "Owner Property"; and

WHEREAS, Owner has constructed certain road and stormwater improvements, as well as other ancillary improvements, on the Owner Property ("Roadway"), which Roadway is currently being operated as a private road, utilized by the general public; and

WHEREAS, the Roadway provides access to properties in the general vicinity of the Owner Property, including but not limited to the areas known as Lake Nona Medical City and Lake Nona Town Center; and

WHEREAS, Owner has requested that **City** accept the Roadway and the Owner Property for ownership and maintenance; and

WHEREAS, Owner understands and is aware that the Roadway and Owner Property may have value and that the **City** is not compelling **Owner** to dedicate and convey same. In fact, **Owner** has requested that the **City** accept the Roadway and Owner Property under this Agreement in order to relieve **Owner** of the cost and liability of owning and operating the Roadway and Owner Property, which **Owner** acknowledges is full and complete compensation for the Roadway and the Owner Property; and

WHEREAS, the **City** and **Owner** desire to memorialize their Agreement.

NOW, THEREFORE, in consideration of the premises hereof, the mutual covenants and benefits herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **City** and **Owner** agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated into this Agreement as if fully set forth herein.
2. Dedication of Owner Property and Roadway: **Owner** hereby warrants that it is the owner of the Owner Property in fee simple, and **Owner** shall convey the Owner Property to the **City**, at no cost, by means of a standard Warranty Deed, free and clear of any and all encumbrances. Said dedication and conveyance of the Owner Property shall occur within sixty (60) days after the full execution of this Agreement ("Closing") unless extended by mutual consent of the parties. At Closing, Owner will also transfer the Roadway by standard bill of sale document approved in form by the **City** and **Owner**.
3. Confirmation of Title. A specific condition of Closing under this Agreement is **Owner's** conveyance of marketable title to the Owner Property in the name of **Owner**, free and clear of all mortgages, liens and encumbrances, including leasehold or license interests and any potential environmental liability. Prior to Closing, **City** will obtain a title commitment for the Owner Property, based on which the City will determine, in its sole discretion, whether **Owner** has marketable title to the Owner Property. If **City** decides to proceed to Closing, **City** may retain a title company to administer the Closing, in which case, **City** will provide notice to **Owner** of same.
4. Inspection of Owner Property and Roadway. A further condition of Closing is the **City's** inspection and approval of the Roadway and the Owner Property. With respect to the Roadway, if the **City** determines, after inspection, that the Roadway is not acceptable, **City** will provide notice to **Owner** along with a description of the necessary improvements/upgrades to qualify for **City** acceptance. These improvements/upgrades must be completed, at **Owner's** expense, and inspected/approved by the **City** prior to Closing.
5. Closing Costs. **City** shall pay recording costs, if any, for recording the Warranty Deed. **Owner** will pay all other closing costs.
6. Taxes. With respect to the conveyance of the Owner Property, **Owner** shall pay all applicable taxes, assessments and fees accruing prior to the date of such conveyance.
7. Owner Representations:
 - (a) There are no pending actions or claims against **Owner** with respect to the Owner Property or against the Owner Property under any environmental law, regulation or ordinance; and **Owner** has not received notice in any form of such an action or claim or possible action or claim.

- (b) To the best of **Owner's** knowledge and belief there are no contaminants, pollutants, man-made substances, or toxic or hazardous substances on or in the Owner Property or on any adjacent property.
 - (c) The Owner Property is not now and to the best of **Owner's** knowledge, never has been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer or process or in any manner deal with hazardous material is located on the Owner Property.
8. Inspections. Until the Closing occurs, **City** has the right, at **City's** sole expense, to conduct and complete inspections, investigations, examinations of title, surveys, testing and undertakings with respect to the Roadway and Owner Property. In the exercise of such rights, **City** shall be authorized to enter upon the Owner Property, at **City's** risk and in compliance with applicable laws.
 9. Negotiation. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party. Further, this Agreement was drafted jointly by all parties and no party is entitled to the benefit of any rule of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
 10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings and agreements.
 11. Governing Law. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the **City** now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies or disputes arising out of or relating to any part of this Agreement or any breach thereof shall be Orange County, Florida.
 12. Binding Effect. This Agreement, once effective, shall run with the Owner Property described herein and shall be binding upon and enforceable by and against the parties hereto and their beneficiaries, heirs, successors and assigns.
 13. Notice. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered upon receipt before 5:00 p.m. on a business day by hand delivery, facsimile, overnight courier or U.S. Mail, postage prepaid, certified mail, return receipt requested and addressed to a party at the address set forth opposite the party's name below, or at such other address the party may have specified by written notice to the other party delivered in accordance herewith:

As to City: Real Estate Manager
City of Orlando
Post Office Box 4990
Orlando, Florida 32802-4990
Fax Number: (407) 246-3129

Copy to: Chief Assistant City Attorney
Public Works
City of Orlando
Post Office Box 4990
Orlando, Florida 32802-4990

As to Owner: District Manager
Boggy Creek Improvement District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817

Copy to: District Counsel
Boggy Creek Improvement District
c/o Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

13. Effective Date. This Agreement shall become effective upon its execution by all parties.
14. Termination. This Agreement can be terminated by either Party for any reason or no reason at all, without recourse and at any time, prior to Closing, by the terminating Party giving notice of said termination to the non-terminating Party.

[signature pages to follow]

**Signed in the presence
of Two Witnesses:**

CITY OF ORLANDO, FLORIDA, a municipal corporation, organized and existing under the laws of the State of Florida

Signature
Print Name: _____

By: _____
Laurie Botts

Title: Real Estate Division Manager

Signature
Print Name: _____

Date: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

PERSONALLY APPEARED before me, the undersigned authority, **Laurie Botts**, well known to me and known by me to be the *Real Estate Division Manager*, of the City of Orlando, Florida, and acknowledged before me that she executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and that they were duly authorized to do so.

WITNESS MY hand and official seal this ____ day of _____, 2023.

Notary Public - State of Florida at Large
Print Name: _____

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida, only.
_____, 2023

Roy K. Payne
Chief Assistant City Attorney

Signed in the presence
of Two Witnesses:

Amanda Lane
Signature
Print Name: Amanda Lane

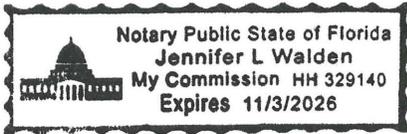
Jennifer Glasgow
Signature
Print Name: Jennifer Glasgow

BOGGY CREEK IMPROVEMENT DISTRICT, a
unit of special-purpose government established pursuant
Chapter 190, *Florida Statutes*

By: Richard Levey
Print Name: RICHARD LEVEY
Date: 3.13.23

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13th day of
MARCH, 2023, by Richard L. Levey, Chairman of the Boggy Creek Improvement
District, who is personally known to me or produced
_____ as identification, and who Did [] or Did Not take
an oath.



(SEAL)

Jennifer L. Walden
Print Name: JENNIFER L. WALDEN
Notary Public, State of Florida
Commission No.: HH 329140
My Commission Expires: 11/3/2026

EXHIBIT "A"
(Owner Property)

All of that parcel of land shown as Tract B on the plat titled Lake Nona South Parcel 19C, recorded in the land records of Orange County, Florida in Plat Book 95 Page 87.

BOGGY CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid
in February 2023 in an amount totaling \$163,080.67**

BOGGY CREEK IMPROVEMENT DISTRICT

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

Operation and Maintenance Expenditures For Board Approval

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

The total items being presented: **\$163,080.67**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #571

1/6/2023

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control January Waterway Service	78721	\$ 835.00
2	Berman Construction January Administrator & Irrigation Specialist	33405	\$ 3,000.01
3	Cepira Landscape January Sections 1 & 2 Landscaping January Interchange Landscaping	O-S3874 O-S3875	\$ 24,832.76 \$ 22,950.50
4	DWC Outdoors & Hauling Live Oak Trimming	2079	\$ 3,500.00
5	PFM Group Consulting November & December Billable Expenses DM Fee: January 2023	123539 DM-01-2023-06	\$ 79.87 \$ 3,333.33
6	VGlobalTech October Website Maintenance November Website Maintenance December Website Maintenance	4369 4444 4565	\$ 135.00 \$ 135.00 \$ 135.00

TOTAL \$ 58,936.47



Chairperson



Secretary/Assistant Secretary

John 1/19/23
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 9:16 am, Jan 11, 2023

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #572

1/13/2023

Item No.	Payee	Invoice Number	General Fund
1	Cepira Landscape December Interchange Irrigation Repairs December Irrigation Repairs	O-S3841 O-S3842	\$ 2,643.50 \$ 2,415.00
2	OUC Acct: 2562183178 ; Service 12/01/2022 - 01/03/2023	-	\$ 9,266.37
3	PFM Group Consulting December Reimbursables	OE-EXP-01-2023-05	\$ 2.42

TOTAL \$ 14,327.29


Secretary/Assistant Secretary


Chairperson


1/16/23

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

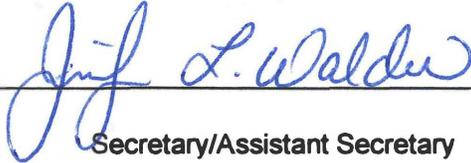
RECEIVED
By Amanda Lane at 9:51 am, Jan 17, 2023

BOGGY CREEK IMPROVEMENT DISTRICT

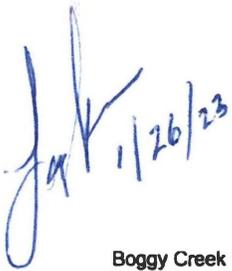
Payment Authorization #573

1/20/2023

Item No.	Payee	Invoice Number	General Fund
1	Cepra Landscape SIMCON Mainline Cap Installation	O-S3910	\$ 1,410.00
2	Donald W McIntosh Associates Engineering Services Through 12/30/2022	43666	\$ 437.50
TOTAL			\$ 1,847.50


Secretary/Assistant Secretary


Chairperson


JK 1/26/23

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 10:20 am, Jan 31, 2023

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #574

1/25/2023

Item No.	Payee	Invoice Number	General Fund
1	Orlando Sentinel Legal Advertising on 01/09/2023 (Ad: 7348597)	OSC66657076	\$ 249.50

TOTAL \$ 249.50


Secretary/Assistant Secretary


Chairperson


1/26/23

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

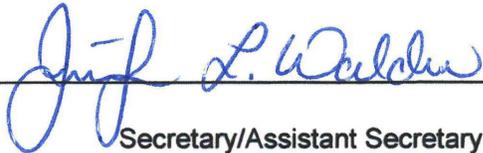
RECEIVED
By Amanda Lane at 10:20 am, Jan 31, 2023

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #575

2/3/2023

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control February Waterway Service	79770	\$ 835.00
2	Berman Construction SR417 Overpass Monument Pressure Washing February Administrator & Irrigation Specialist	33903 34170	\$ 1,760.00 \$ 3,000.01
3	Cepra Landscape February Sections 1 & 2 Landscaping February Interchange Landscaping	O-S3967 O-S3968	\$ 24,832.76 \$ 22,950.50
4	DWC Outdoors & Hauling Hardwood Trimming	2136	\$ 5,075.00
5	Kutak Rock General Counsel Through 12/31/2022	3170115	\$ 1,208.63
6	VGlobalTech January Website Maintenance	4651	\$ 135.00
TOTAL			\$ 59,796.90


Secretary/Assistant Secretary


Chairperson


John
2/6/23

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

RECEIVED

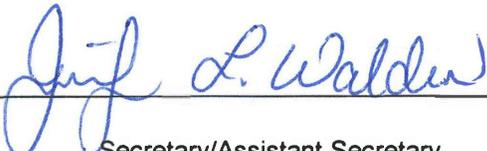
By Amanda Lane at 8:46 am, Feb 09, 2023

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #576

2/10/2023

Item No.	Payee	Invoice Number	General Fund
1	Cepira Landscape January Irrigation Services	O-S4015	\$ 3,637.50
2	OUC Acct: 2562183178 ; Service 01/03/2023 - 02/01/2023	--	\$ 9,427.30
3	PFM Group Consulting January Billable Expenses DM Fee: February 2023	123809 DM-02-2023-06	\$ 12.00 \$ 3,333.33
TOTAL			\$ 16,410.13


Secretary/Assistant Secretary


Chairperson


2/13/23

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 10:03 am, Feb 16, 2023

BOGGY CREEK IMPROVEMENT DISTRICT

**Requisition Nos. 2018-284 – 2018-286
in February 2023 in an amount totaling \$3,707.00**

BOGGY CREEK IMPROVEMENT DISTRICT

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

Requisition Recap For Board Approval

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

REQUISITION NO.	PAYEE	AMOUNT
2018-284	Kutak Rock	\$290.00
2018-285	Donald W. McIntosh Associates	\$3,171.25
2018-286	Orlando Sentinel	\$245.75
		\$3,707.00

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

DATE:	February 3, 2023	REQUISITION NO:	2018-284
PAYEE:	Kutak Rock	AMOUNT DUE:	\$290.00
ADDRESS:	PO Box 30057 Omaha, NE 68103-1157	FUND:	Acquisition/Construction
ITEM:	Invoice 3170116 for Client Matter 3023-2 (Project Construction) Through 12/31/2022		

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

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

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.

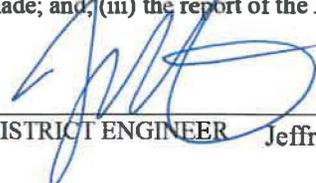
Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

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:  2/6/23
DISTRICT ENGINEER Jeffrey J. Newton, PE

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

DATE:	February 17, 2023	REQUISITION NO:	2018-285
PAYEE:	Donald W McIntosh Associates	AMOUNT DUE:	\$3,171.25
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">• Invoice 43775 for Project 23218 (Lake Nona Boggy Creek) Through 01/27/2023 – \$898.75• Invoice 43782 for Project 22646 (Nemours Parkway Sidewalk at SIMCOM) Through 01/27/2023 – \$2,272.50		

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.

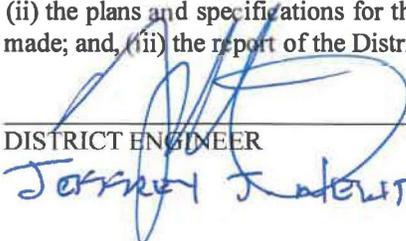
Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

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:  2/17/23
DISTRICT ENGINEER

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

DATE:	February 17, 2023	REQUISITION NO:	2018-286
PAYEE:	Orlando Sentinel	AMOUNT DUE:	\$245.75
ADDRESS:	PO Box 100608 Atlanta, GA 30384-0608	FUND:	Acquisition/Construction
ITEM:	Invoice 67771844000 for Reference OSC67771844 (Ad #7368715) for Construction Legal Advertising of FY 2023 Construction Committee Meetings (Split Five Ways, Will Be Reimbursed From GID, MCID, PE, MID)		

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

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.

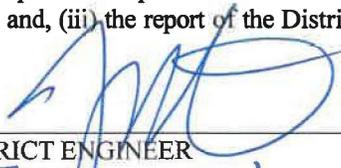
Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

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:  2/17/23

DISTRICT ENGINEER
JEFFREY J. NEWTON

BOGGY CREEK IMPROVEMENT DISTRICT

Work Authorizations/Proposed Services *(if applicable)*

WORK AUTHORIZATION FOR MAINTENANCE SERVICES

This Work Authorization (the “**Work Authorization**”), dated March 8, 2023 authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE BOGGY CREEK IMPROVEMENT DISTRICT AND BERMAN CONSTRUCTION, LLC FOR GENERAL MAINTENANCE SERVICES* (the “**Agreement**”), dated August 18, 2020, by and between:

Boggy Creek Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Orlando, Florida, and whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the “**District**”); and

Berman Construction, LLC, a Florida limited liability company, with a mailing address of 9801 Lake Nona Club Drive, Orlando, Florida 32827 (hereinafter “**Contractor**”, together with District the “**Parties**”).

Section 1. Scope of Services. Contractor shall provide signage maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Services**”).

Section 2. Compensation and Term. It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount and for the term set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

Section 3. Acceptance. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary

By: _____
Its: _____

BERMAN CONSTRUCTION, LLC

Witness

By: _____
Its: _____

Exhibit A: Proposal/Scope of Services



BERMAN

Date of proposal: March 8, 2023
Client: Boggy Creek Improvement District
Project: Road Signage
Scope: New 'Bike Lane' signage

Berman proposes the following scope of work and specifications:

A. New 'Bike Lane' signage – Supply all materials, equipment, and labor to replace two (2) faded 'bike lane' signs along Lake Nona Blvd – one is near Landon House apartments and the other is near the Lake Nona Blvd and Humboldt Drive intersection. This includes the cost for fabrication, shipping, and installation.



Total Project Costs \$575.13

Estimated Time of Completion- Work will be completed in the most expedient time frame possible.

Payment Schedule: Upon Completion

Additional Notes:

Berman Construction State of Florida CGC # 1518721

All labor work is guaranteed for 1 year. Any work defects due to poor craftsmanship will be repaired at contractor's expense. Any defect or poor craftsmanship of an installed product will be subject to manufacturer's warranty. If any dispute arises as a result of this contract, then parties agree to seek binding arbitration as outlined by State of FL contracting policies. Berman Property Maintenance & Construction/

Berman Construction LLC is not responsible for damage to personal property as a result of accepted construction practices and such was not caused from negligent behavior or practices.

Revision and Approval Policy: Please contact our office upon receipt and approval of this contract, and any questions you might have. Due to availability and cost of material at this time, this proposal is only valid for 14 days, starting on the date of the proposal. Should you accept the terms outlined above please sign below and return. We can then schedule your services at that time. This proposal will become binding once executed by both parties.

Agent for owner (print name and signature)

Berman Property Maintenance & Construction
By, Katie Harmer, Vice President

BOGGY CREEK IMPROVEMENT DISTRICT

District's Financial Position and Budget to Actual YTD

Boggy Creek Improvement District
Statement of Financial Position
As of 2/28/2023

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$888,317.80				\$888,317.80
State Board of Administration	1,334.25				1,334.25
Accounts Receivable - Due from Developer	21,400.50				21,400.50
Assessments Receivable	533,938.85				533,938.85
Due From Other Governmental Units	17,596.15				17,596.15
Deposits	5,000.00				5,000.00
Infrastructure Capital Reserve	80,818.76				80,818.76
Interchange Maintenance Reserve	9,455.48				9,455.48
Assessments Receivable		\$1,867,301.97			1,867,301.97
Due From Other Funds		457,106.83			457,106.83
Debt Service Reserve Series 2013		3,946,021.87			3,946,021.87
Debt Service Reserve Series 2018		1,368,572.05			1,368,572.05
Revenue Series 2013		1,763,681.06			1,763,681.06
Interest Series 2018		7,196.38			7,196.38
General Checking Account			\$13,134.03		13,134.03
Acquisition/Construction Series 2013			62,673.61		62,673.61
Acquisition/Construction Series 2018			96.80		96.80
Due From Other Governmental Units			196.60		196.60
Total Current Assets	\$1,557,861.79	\$9,409,880.16	\$76,101.04	\$0.00	\$11,043,842.99
<u>Investments</u>					
Amount Available in Debt Service Funds				\$7,085,471.36	\$7,085,471.36
Amount To Be Provided				37,874,528.64	37,874,528.64
Total Investments	\$0.00	\$0.00	\$0.00	\$44,960,000.00	\$44,960,000.00
Total Assets	\$1,557,861.79	\$9,409,880.16	\$76,101.04	\$44,960,000.00	\$56,003,842.99

Boggy Creek Improvement District
Statement of Financial Position
As of 2/28/2023

	General	Debt Service	Capital Projects	General Long- Term Debt	Total
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$481,114.33				\$481,114.33
Deferred Revenue	555,339.35				555,339.35
Deferred Revenue		\$1,867,301.97			1,867,301.97
Total Current Liabilities	<u>\$1,036,453.68</u>	<u>\$1,867,301.97</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,903,755.65</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><u>\$1,036,453.68</u></u>	<u><u>\$1,867,301.97</u></u>	<u><u>\$0.00</u></u>	<u><u>\$44,960,000.00</u></u>	<u><u>\$47,863,755.65</u></u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$70,670.30				\$70,670.30
Net Assets - General Government	384,882.54				384,882.54
Current Year Net Assets - General Government	65,855.27				65,855.27
Net Assets, Unrestricted		(\$1,538,788.05)			(1,538,788.05)
Current Year Net Assets, Unrestricted		1,007,332.21			1,007,332.21
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			(4,281,121.20)		(4,281,121.20)
Current Year Net Assets, Unrestricted			44,877.43		44,877.43
Net Assets - General Government			26,696,976.16		26,696,976.16
Total Net Assets	<u><u>\$521,408.11</u></u>	<u><u>\$7,542,578.19</u></u>	<u><u>\$76,101.04</u></u>	<u><u>\$0.00</u></u>	<u><u>\$8,140,087.34</u></u>
Total Liabilities and Net Assets	<u><u>\$1,557,861.79</u></u>	<u><u>\$9,409,880.16</u></u>	<u><u>\$76,101.04</u></u>	<u><u>\$44,960,000.00</u></u>	<u><u>\$56,003,842.99</u></u>

Boggy Creek Improvement District

Statement of Activities

As of 2/28/2023

	General	Debt Service	Capital Projects	General Long- Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$76,360.88				\$76,360.88
Off-Roll Assessments	310,155.71				310,155.71
Developer Contributions	60,024.00				60,024.00
On-Roll Assessments		\$457,106.83			457,106.83
Off-Roll Assessments		1,666,233.45			1,666,233.45
Inter-Fund Group Transfers In		(32,373.59)			(32,373.59)
Debt Proceeds		395,856.40			395,856.40
Inter-Fund Transfers In			\$32,373.59		32,373.59
Debt Proceeds			23,952.08		23,952.08
Total Revenues	<u>\$446,540.59</u>	<u>\$2,486,823.09</u>	<u>\$56,325.67</u>	<u>\$0.00</u>	<u>\$2,989,689.35</u>
<u>Expenses</u>					
Supervisor Fees	\$600.00				\$600.00
Public Officials' Liability Insurance	3,892.00				3,892.00
Trustee Services	6,317.34				6,317.34
Management	16,666.65				16,666.65
Engineering	562.50				562.50
Dissemination Agent	1,250.00				1,250.00
Property Appraiser	7.01				7.01
District Counsel	3,059.88				3,059.88
Assessment Administration	7,500.00				7,500.00
Travel and Per Diem	15.23				15.23
Postage & Shipping	6.98				6.98
Legal Advertising	1,745.52				1,745.52
Bank Fees	2.00				2.00
Miscellaneous	12.00				12.00
Meeting Room	72.27				72.27
Property Taxes	78.60				78.60
Web Site Maintenance	540.00				540.00
Holiday Decorations	400.00				400.00
Dues, Licenses, and Fees	175.00				175.00
Electric	2,233.75				2,233.75
Water Reclaimed	6,689.77				6,689.77
General Insurance	4,415.00				4,415.00
Property & Casualty	4,328.00				4,328.00
Irrigation Parts	18,347.10				18,347.10

Boggy Creek Improvement District
Statement of Activities
As of 2/28/2023

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
Landscaping Maintenance & Material	123,966.35				123,966.35
Tree Trimming	13,325.00				13,325.00
Contingency	55.00				55.00
IME - Aquatics Maintenance	1,356.90				1,356.90
IME - Irrigation	859.14				859.14
IME - Landscaping	37,294.55				37,294.55
IME - Lighting	307.50				307.50
IME - Miscellaneous	572.00				572.00
IME - Water Reclaimed	241.07				241.07
Entry and Wall Maintenance	1,760.00				1,760.00
Shuttle Financing - Maintenance	14,400.00				14,400.00
Shuttle Financing - Vehicle Cost	57,600.00				57,600.00
Shuttle Financing - BEEP Operating Costs	9,424.50				9,424.50
Streetlights	26,102.18				26,102.18
Personnel Leasing Agreement	15,000.05				15,000.05
Interest Payments (Series 2013)		\$1,152,100.00			1,152,100.00
Interest Payments (Series 2018)		362,270.87			362,270.87
Engineering			\$7,639.38		7,639.38
District Counsel			1,218.00		1,218.00
Legal Advertising			255.35		255.35
Contingency			2,649.64		2,649.64
Total Expenses	\$381,180.84	\$1,514,370.87	\$11,762.37	\$0.00	\$1,907,314.08
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$495.52				\$495.52
Interest Income		\$34,879.99			34,879.99
Interest Income			\$314.13		314.13
Total Other Revenues (Expenses) & Gains (Losses)	\$495.52	\$34,879.99	\$314.13	\$0.00	\$35,689.64
Change In Net Assets	\$65,855.27	\$1,007,332.21	\$44,877.43	\$0.00	\$1,118,064.91
Net Assets At Beginning Of Year	\$455,552.84	\$6,535,245.98	\$31,223.61	\$0.00	\$7,022,022.43
Net Assets At End Of Year	\$521,408.11	\$7,542,578.19	\$76,101.04	\$0.00	\$8,140,087.34

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 02/28/2023

	Actual	Budget	Variance	FY 2023 Adopted Budget	Percentage Spent
Revenues					
On-Roll Assessments	\$ 76,360.88	\$ -	\$ 76,360.88	\$ -	
Off-Roll Assessments	310,155.71	383,523.10	(73,367.39)	920,455.44	33.70%
Developer Contributions	60,024.00	302,216.54	(242,192.54)	725,319.70	8.28%
Carryforward Revenue	47,464.17	47,464.17	-	113,914.01	41.67%
Net Revenues	\$ 494,004.76	\$ 733,203.81	\$ (239,199.05)	\$ 1,759,689.15	28.07%
General & Administrative Expenses					
Legislative					
Supervisor Fees	\$ 600.00	\$ 2,000.00	\$ (1,400.00)	\$ 4,800.00	12.50%
Financial & Administrative					
Public Officials' Liability Insurance	3,892.00	1,604.17	2,287.83	3,850.00	101.09%
Trustee Services	6,317.34	3,541.67	2,775.67	8,500.00	74.32%
Management	16,666.65	16,666.67	(0.02)	40,000.00	41.67%
Engineering	562.50	4,791.67	(4,229.17)	11,500.00	4.89%
Dissemination Agent	1,250.00	2,083.33	(833.33)	5,000.00	25.00%
Property Appraiser	7.01	416.67	(409.66)	1,000.00	0.70%
District Counsel	3,059.88	14,583.33	(11,523.45)	35,000.00	8.74%
Assessment Administration	7,500.00	3,125.00	4,375.00	7,500.00	100.00%
Reamortization Schedules	-	104.17	(104.17)	250.00	0.00%
Audit	-	1,666.67	(1,666.67)	4,000.00	0.00%
Arbitrage Calculation	-	500.00	(500.00)	1,200.00	0.00%
Travel and Per Diem	15.23	125.00	(109.77)	300.00	5.08%
Telephone	-	20.83	(20.83)	50.00	0.00%
Postage & Shipping	6.98	208.33	(201.35)	500.00	1.40%
Copies	-	625.00	(625.00)	1,500.00	0.00%
Legal Advertising	1,745.52	3,333.33	(1,587.81)	8,000.00	21.82%
Bank Fees	2.00	150.00	(148.00)	360.00	0.56%
Miscellaneous	12.00	1,250.00	(1,238.00)	3,000.00	0.40%
Meeting Room	72.27	166.67	(94.40)	400.00	18.07%
Office Supplies	-	104.17	(104.17)	250.00	0.00%
Property Taxes	78.60	62.50	16.10	150.00	52.40%
Web Site Maintenance	540.00	1,250.00	(710.00)	3,000.00	18.00%
Holiday Decorations	400.00	833.33	(433.33)	2,000.00	20.00%
Dues, Licenses, and Fees	175.00	72.92	102.08	175.00	100.00%
Total General & Administrative Expenses	\$ 42,902.98	\$ 59,285.43	\$ (16,382.45)	\$ 142,285.00	30.15%

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 02/28/2023

	Actual	Budget	Variance	FY 2023 Adopted Budget	Percentage Spent
<u>Field Operations Expenses</u>					
Electric Utility Services					
Electric	\$ 2,233.75	\$ 2,500.00	\$ (266.25)	\$ 6,000.00	37.23%
Entry Lighting	-	208.33	(208.33)	500.00	0.00%
Water-Sewer Combination Services					
Water Reclaimed	6,689.77	12,500.00	(5,810.23)	30,000.00	22.30%
Other Physical Environment					
General Insurance	4,415.00	1,833.33	2,581.67	4,400.00	100.34%
Property & Casualty	4,328.00	1,750.00	2,578.00	4,200.00	103.05%
Other Insurance	-	41.67	(41.67)	100.00	0.00%
Irrigation Repairs	18,347.10	25,000.00	(6,652.90)	60,000.00	30.58%
Landscaping Maintenance & Material	123,966.35	155,925.00	(31,958.65)	374,220.00	33.13%
Landscape Improvements	-	27,083.33	(27,083.33)	65,000.00	0.00%
Tree Trimming	13,325.00	8,333.33	4,991.67	20,000.00	66.63%
Contingency	55.00	12,500.00	(12,445.00)	30,000.00	0.18%
Pest Control	-	1,258.33	(1,258.33)	3,020.00	0.00%
Shuttle Financing					
Insurance	-	2,083.33	(2,083.33)	5,000.00	0.00%
Maintenance	14,400.00	90,000.00	(75,600.00)	216,000.00	6.67%
Vehicle Cost (Loan Payment)	57,600.00	60,966.54	(3,366.54)	146,319.70	39.37%
BEEP Operating Costs	9,424.50	149,166.67	(139,742.17)	358,000.00	2.63%
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	1,356.90	1,435.42	(78.52)	3,445.00	39.39%
IME - Irrigation Repair	859.14	1,354.17	(495.03)	3,250.00	26.44%
IME - Landscaping	37,294.55	37,294.56	(0.01)	89,506.95	41.67%
IME - Landscape Improvements	-	5,416.67	(5,416.67)	13,000.00	0.00%
IME - Lighting	307.50	541.67	(234.17)	1,300.00	23.65%
IME - Miscellaneous	572.00	2,708.33	(2,136.33)	6,500.00	8.80%
IME - Water Reclaimed	241.07	677.08	(436.01)	1,625.00	14.84%
Road & Street Facilities					
Entry and Wall Maintenance	1,760.00	8,333.33	(6,573.33)	20,000.00	8.80%
Streetlights	26,102.18	40,662.85	(14,560.67)	97,590.83	26.75%
Parks & Recreation					
Personnel Leasing Agreement	15,000.05	15,000.00	0.05	36,000.00	41.67%
Reserves					
Infrastructure Capital Reserve	-	8,402.78	(8,402.78)	20,166.67	0.00%
Interchange Maintenance Reserve	-	983.33	(983.33)	2,360.00	0.00%
Total Field Operations Expenses	\$ 338,277.86	\$ 673,960.05	\$ (335,682.19)	\$ 1,617,504.15	20.91%
Total Expenses	\$ 381,180.84	\$ 733,245.48	\$ (352,064.64)	\$ 1,759,789.15	21.66%
Income (Loss) from Operations	\$ 112,823.92	\$ (41.67)	\$ 112,865.59	\$ (100.00)	
<u>Other Income (Expense)</u>					
Interest Income	\$ 495.52	\$ 41.67	\$ 453.85	\$ 100.00	495.52%
Total Other Income (Expense)	\$ 495.52	\$ 41.67	\$ 453.85	\$ 100.00	495.52%
Net Income (Loss)	\$ 113,319.44	\$ -	\$ 113,319.44	\$ -	

Boggy Creek Improvement District

Budget to Actual

For the Month Ending 02/28/2023

	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	YTD Actual
Revenues						
On-Roll Assessments	\$ -	\$ -	\$ -	\$ -	\$ 76,360.88	\$ 76,360.88
Off-Roll Assessments	-	-	310,155.71	-	-	310,155.71
Developer Contributions	-	19,917.50	19,327.25	20,779.25	-	60,024.00
Carryforward Revenue	9,492.83	9,492.84	9,492.83	9,492.84	9,492.83	47,464.17
Net Revenues	\$ 9,492.83	\$ 29,410.34	\$ 338,975.79	\$ 30,272.09	\$ 85,853.71	\$ 494,004.76
General & Administrative Expenses						
Legislative						
Supervisor Fees	\$ -	\$ -	\$ 400.00	\$ -	\$ 200.00	\$ 600.00
Financial & Administrative						
Public Officials' Liability Insurance	3,892.00	-	-	-	-	3,892.00
Trustee Services	6,317.34	-	-	-	-	6,317.34
Management	3,333.33	-	6,666.66	3,333.33	3,333.33	16,666.65
Engineering	-	-	125.00	437.50	-	562.50
Dissemination Agent	-	-	1,250.00	-	-	1,250.00
Property Appraiser	-	-	-	-	7.01	7.01
District Counsel	-	-	1,204.25	-	1,855.63	3,059.88
Assessment Administration	7,500.00	-	-	-	-	7,500.00
Reamortization Schedules	-	-	-	-	-	-
Audit	-	-	-	-	-	-
Arbitrage Calculation	-	-	-	-	-	-
Travel and Per Diem	-	-	7.63	7.60	-	15.23
Telephone	-	-	-	-	-	-
Postage & Shipping	-	-	4.56	2.42	-	6.98
Copies	-	-	-	-	-	-
Legal Advertising	-	1,027.02	469.00	249.50	-	1,745.52
Bank Fees	-	2.00	-	-	-	2.00
Miscellaneous	-	-	-	-	12.00	12.00
Meeting Room	-	-	-	72.27	-	72.27
Office Supplies	-	-	-	-	-	-
Property Taxes	-	78.60	-	-	-	78.60
Web Site Maintenance	-	-	-	405.00	135.00	540.00
Holiday Decorations	-	-	400.00	-	-	400.00
Dues, Licenses, and Fees	175.00	-	-	-	-	175.00
Total General & Administrative Expenses	\$ 21,217.67	\$ 1,107.62	\$ 10,527.10	\$ 4,507.62	\$ 5,542.97	\$ 42,902.98
Field Operations						
Electric Utility Services						
Electric	\$ -	\$ 474.39	\$ 492.55	\$ 674.82	\$ 591.99	\$ 2,233.75
Entry Lighting	-	-	-	-	-	-
Water-Sewer Combination Services						
Water Reclaimed	-	1,715.25	1,464.83	1,689.13	1,820.56	6,689.77
Other Physical Environment						
General Insurance	4,415.00	-	-	-	-	4,415.00
Property & Casualty Insurance	4,328.00	-	-	-	-	4,328.00
Other Insurance	-	-	-	-	-	-
Irrigation Repairs	-	1,670.00	9,214.60	3,825.00	3,637.50	18,347.10
Landscaping Maintenance & Material	24,793.27	24,793.27	24,793.27	24,793.27	24,793.27	123,966.35
Landscape Improvements	-	-	-	-	-	-
Tree Trimming	-	-	4,750.00	3,500.00	5,075.00	13,325.00
Contingency	-	-	55.00	-	-	55.00
Pest Control	-	-	-	-	-	-
Shuttle Financing						
Insurance	-	-	-	-	-	-
Maintenance	-	3,600.00	3,600.00	3,600.00	3,600.00	14,400.00
Vehicle Cost	-	14,400.00	14,400.00	14,400.00	14,400.00	57,600.00
BEEP Operating Costs	-	1,917.50	1,327.25	2,779.25	3,400.50	9,424.50
Interchange Maintenance Expenses						
IME - Aquatics Maintenance	271.38	271.38	271.38	271.38	271.38	1,356.90

Boggy Creek Improvement District

Budget to Actual

For the Month Ending 02/28/2023

	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	YTD Actual
IME - Irrigation	-	-	-	859.14	-	859.14
IME - Landscaping	7,458.91	7,458.91	7,458.91	7,458.91	7,458.91	37,294.55
IME - Landscape Improvements	-	-	-	-	-	-
IME - Lighting	-	66.42	72.62	88.62	79.84	307.50
IME - Miscellaneous	-	-	-	-	572.00	572.00
IME - Water Reclaimed	-	79.38	66.38	24.22	71.09	241.07
Road & Street Facilities						
Entry and Wall Maintenance	-	-	-	-	1,760.00	1,760.00
Streetlights	-	6,497.75	6,498.85	6,555.21	6,550.37	26,102.18
Parks & Recreation						
Personnel Leasing Agreement	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	15,000.05
Reserves						
Infrastructure Capital Reserve	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-
Total Field Operations Expenses	\$ 44,266.57	\$ 65,944.26	\$ 77,465.65	\$ 73,518.96	\$ 77,082.42	\$ 338,277.86
Total Expenses	\$ 65,484.24	\$ 67,051.88	\$ 87,992.75	\$ 78,026.58	\$ 82,625.39	\$ 381,180.84
Income (Loss) from Operations	\$ (55,991.41)	\$ (37,641.54)	\$ 250,983.04	\$ (47,754.49)	\$ 3,228.32	\$ 112,823.92
Other Income (Expense)						
Interest Income	\$ 15.48	\$ 14.96	\$ 426.65	\$ 19.02	\$ 19.41	\$ 495.52
Total Other Income (Expense)	\$ 15.48	\$ 14.96	\$ 426.65	\$ 19.02	\$ 19.41	\$ 495.52
Net Income (Loss)	\$ (55,975.93)	\$ (37,626.58)	\$ 251,409.69	\$ (47,735.47)	\$ 3,247.73	\$ 113,319.44

Boggy Creek Improvement District
Cash Flow

	Beg. Cash	FY 2022 Inflows	FY 2022 Outflows	FY 2023 Inflows	FY 2023 Outflows	End. Cash
6/1/2022	584,978.10	73,616.66	(123,706.73)	-	(1,718.62)	533,169.41
7/1/2022	533,169.41	217,724.21	(233,425.91)	-	-	517,467.71
8/1/2022	517,467.71	22,096.50	(144,785.80)	-	-	394,778.41
9/1/2022	394,778.41	236,144.78	(275,134.60)	-	(17,233.72)	338,554.87
10/1/2022	338,554.87	40,804.40	(42,444.36)	4.68	(11,843.33)	325,076.26
11/1/2022	325,076.26	24,151.18	(21,016.00)	36,015.85	(133,458.16)	230,769.13
12/1/2022	230,769.13	-	-	2,012,528.71	(1,759,707.27)	483,590.57
1/1/2023	483,590.57	-	-	20,878.32	(21,035.91)	483,432.98
2/1/2023	483,432.98	-	-	567,965.49	(163,080.67)	888,317.80
3/1/2023	888,317.80	-	-	1,009,595.08	(1,311,624.04)	586,288.84 as of 03/09/2023
Totals		1,742,158.29	(1,655,639.93)	3,646,988.13	(3,419,701.72)	

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

Amount

Series 2018 Bond Issue

Original Construction Fund - Not To Exceed	\$ 25,000,000.00
Additions (Interest, Transfers from DSR, etc.)	168,313.33
Cumulative Draws Through Prior Month	(13,197,716.16)
	=====

Construction Funds Available **\$ 11,970,597.17**

Requisitions This Month

=====

Total Requisitions This Month **\$ -**

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Construction Funds Remaining **\$ 11,970,597.17**

Committed Funding

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

Total Committed Funding **\$ -**

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Net Uncommitted	11,970,597.17
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