

# Boggy Creek Improvement District

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

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

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The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at **3:00 p.m. on Tuesday, December 12, 2023, at 6900 Tavistock Lakes Blvd. Ste 200, 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:** pfmcd.webex.com

**Participant Code:** 2531 126 0013#

## BOARD OF SUPERVISORS' MEETING AGENDA

### Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the October 17, 2023, Board of Supervisors' Meeting**

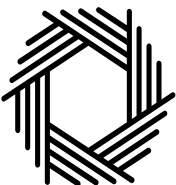
### Business Matters

2. **Notice of Construction Committee Member Resignation**
3. **Consideration of License Agreement for Cypress Plantings (*provided under separate cover*)**
4. **Ratification of Non-Ad Valorem Assessment Administration Agreement**
5. **Ratification of Operation and Maintenance Expenditures Paid in October 2023 in an amount totaling \$139,571.79 (*provided under separate cover*)**
6. **Ratification of Operation and Maintenance Expenditures Paid in November 2023 in an amount totaling \$86,396.86 (*provided under separate cover*)**
7. **Ratification of Requisition No. 426 – 427 Paid in October 2023 in an amount totaling \$21,536.95 (*provided under separate cover*)**
8. **Ratification of Requisition No. 428 – 431 Paid in November 2023 in an amount totaling \$8,404.75 (*provided under separate cover*)**
9. **Recommendation of Work Authorizations/Proposed Services (*if applicable*)**
10. **Review of District's Financial Position and Budget to Actual YTD (*provided under separate cover*)**

### Other Business

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

### Adjournment



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# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Minutes of the October 17, 2023,  
Board of Supervisors' Meeting**

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

**FIRST ORDER OF BUSINESS**

**Roll Call to Confirm Quorum**

The Board of Supervisors' Meeting for the Boggy Creek Improvement District was called to order on Tuesday, October 17, 2023, at 3:00 p.m. at 6900 Tavistock Lakes Blvd. Ste 200, Orlando, FL 32827.

Present:

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

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	(via phone)
Jorge Jimenez	PFM	(via phone)
Amanda Lane	PFM	(via phone)
Tucker Mackie	Kutak Rock	
Ryan Dugan	Kutak Rock	
Jeffrey Newton	Donald W. McIntosh Associates, Inc.	(via phone)
Samantha Sharenow	Berman	
Katie Harmer	Berman	
Dan Young	Tavistock	
DJ Batten	Berman	

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Dr. Levey called for public comments. He noted there were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
August 15, 2023, Board of  
Supervisors' Meeting**

The Board reviewed the minutes of the August 15, 2023, Board of Supervisors' Meeting.

On motion by Ms. Salvo, seconded by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the August 15, 2023, Board of Supervisors' Meeting.

**FOURTH ORDER OF BUSINESS**

**Review and Acceptance of Arbitrage  
Rebate Reports for the Series 2018  
BAN**

Ms. Walden stated there are two reports. The first report is for the first five-year period ending April 20, 2023, and this report indicates that there is no cumulative rebate amount liability. The second report is for the final report ending July 20, 2023, and it indicates the same thing. As the note was fully redeemed on July 20, 2023, no further arbitrage calculations will be necessary.

On motion by Mr. Ventura, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District accepted the Arbitrage Rebate Reports for the Series 2018 BAN.

**FIFTH ORDER OF BUSINESS**

**Ratification of Fiscal Year 2023 Audit Engagement Letter with Berger, Toombs, Elam, Gaines & Frank**

Ms. Walden stated per the audit engagement letter the cost for the Fiscal Year 2023 Audit is \$4,000.00, which is covered in the budget. She noted that the Chair did execute this outside of the meeting so the District could keep the process moving.

On motion by Mr. Ventura, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Fiscal Year 2023 Audit Engagement Letter with Berger, Toombs, Elam, Gaines & Frank in the amount of \$4,000.00.

**SIXTH ORDER OF BUSINESS**

**Ratification of Egis Insurance Package for FY 2024**

Ms. Walden noted this item was executed by the Chair outside of the meeting so the District could maintain its coverage, which started October 1, 2023. The overall budget for insurance was \$15,700.00. However, for 2024 coverage, general liability, public official liability, and property came in under budget at \$14,771.00.

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 Egis Insurance Package for FY 2024 in the amount of \$14,771.00.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Agreement for Geotechnical Engineering Services with PSI for Lift Station 9 Force Main**

Mr. Newton stated this is for some additional geotechnical borings along the force main alignment. After first round of Geotech was done, the force main alignment shifted along the Greenway as part of a negotiation with CFX, so some additional borings along the revised force main alignment are needed.

On motion by Mr. Ventura, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Agreement for Geotechnical Engineering Services with PSI for Lift Station 9 Force Main.

**EIGHTH ORDER OF BUSINESS**

**Ratification of Corrective Special  
Warranty Deed (Lake Nona Boulevard  
Interchange Ponds A and B)**

Mr. Dugan stated at the previous meeting the District acquired stormwater ponds from Lake Nona Land Company and it was discovered there was a minor error in the legal description of one of the ponds. He noted this would be the corrective deed to fix the error.

On motion by Ms. Salvo, seconded by Mr. Tinetti, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Corrective Special Warranty Deed (Lake Nona Boulevard Interchange Ponds A and B).

**NINTH ORDER OF BUSINESS**

**Ratification of Operation and  
Maintenance Expenditures Paid in  
August 2023 in an amount totaling  
\$174,999.37**

Ms. Walden 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 August 2023 in an amount totaling \$174,999.37.

**TENTH ORDER OF BUSINESS**

**Ratification of Operation and  
Maintenance Expenditures Paid in  
September 2023 in an amount  
totaling \$119,647.35**

Ms. Walden 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 September 2023 in an amount totaling \$119,647.35.

**ELEVENTH ORDER OF BUSINESS**

**Ratification of Requisition No. 417 – 423 Paid in August 2023 in an amount totaling \$83,064.00**

The Board reviewed Requisition No. 417 – 423. Ms. Walden noted these have been approved and need to be ratified.

On motion by Mr. Ventura, seconded by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Operation and Maintenance Expenditures Paid in August 2023 in an amount totaling \$83,064.00.

**TWELFTH ORDER OF BUSINESS**

**Ratification of Requisition No. 424 – 425 Paid in September 2023 in an amount totaling \$16,010.74**

The Board reviewed Requisition No. 424 – 425. Ms. Walden noted these have been approved and need to be ratified.

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 No. 424 – 425 paid in September 2023 in an amount totaling \$16,010.74.

**THIRTEENTH ORDER OF BUSINESS**

**Recommendation of Work Authorizations/Proposed Services**

Ms. Walden stated the first Work Authorization is from Berman for pressure washing the ribbon walls and monument signs at a cost of \$4,200.00. The second Work Authorization is from Berman for holiday décor; this includes installation, removal, and storage at a cost of \$5,000.00.

On motion by Ms. Salvo, seconded by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the two Work Authorizations from Berman for pressure washing the ribbon walls and monument signs at a cost of \$4,200.00 and holiday décor at a cost of \$5,000.00.

**FOURTEENTH ORDER OF BUSINESS**

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

Ms. Walden stated through September the District has expenses of just over \$1,248,000.00 versus an overall budget of \$1,760,000.00 which equates to spending approximately 71% of the budget.

She noted while this is showing expenses through September, the District has up to 60 days to still incur those expenses for FY2023. District staff is monitoring the budget and will bring a revised budget to the next Board Meeting if needed.

**FIFTEENTH ORDER OF BUSINESS**

**Staff Reports**

District Counsel – Mr. Dugan stated the District adopted a Prompt Payment Policy in 2016 and it is set up where if there's any legislative changes that would impact the policy it can be automatically updated by District staff. There were some changes in the most recent legislative session. Those included changes in the time frames and the procedures for how the District deals with vendors, construction contracts, and the closeout process. District Counsel is working with the District Manager to revise the policy to bring it up to date with current law.

District Manager – Ms. Walden noted the next Board meeting is Tuesday, November 14, 2023, which is the second Tuesday of the month.

District Engineer – No report.

Landscape Supervisor – Ms. Sharenow provided two proposals from Cepra (Minutes Exhibit A). She stated there was an enhancement project that was previously discussed and now there is a scope change. She noted it's going to be a little cheaper than originally planned at roughly \$57,000.00.

Discussion ensued regarding the details of the scope change.

On motion by Mr. Tinetti, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Cepra proposal with the scope change.

Irrigation Supervisor – No report.

Construction Supervisor – No report.

**SIXTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

There were no Supervisor requests.

**SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

Dr. Levey requested a motion to adjourn.

On motion by Mr. Czapka, seconded by Mr. Ventura, with all in favor, the October 17, 2023, Meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.

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**Secretary/Assistant Secretary**

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**Chair/Vice Chair**

# Minutes Exhibit A



## Proposal

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

PROPERTY
Boggy Creek - Interchange Interchange - 417 & Lake Nona Orlando, FL 32817

PROPOSAL #	DATE	
35296	10/16/2023	

DESCRIPTION	
North Median Enhancement 417 Interchange North Median  Proposal is to complete the demo, that was started, by removing all remaining turf, but leaving the remaining shrubs, trees, and ornamental grasses. We would get the ground graded and install Comand Soil with a design concept that includes: Perennial Peanut, Sunshine Mimosa, Fire Fly Firebush, Emerald Goddess Liriope, Florida Porterweed, Dwarf Wild Coffee, Ragina Iris, Frog Fruit, and Blue Stem Palmetto. After installed, groundcover would get pine fines and plant material mulched.  4" Perennial Peanut 4780 @ \$2.50 = \$11950 7g Blue Stem Palmetto 32 @ \$79 = \$2528 3g Firefly Firebush 45 @ \$17 = \$765 1g Emerald Goddess 1050 @ \$7 = \$7350 1g Sunshine Mimosa 1710 @ \$7 = \$11970 1g Apostle Iris (ragina iris) 45 @ \$9 = \$405 1g Frog Fruit 300 @ \$7 = \$2100 3g Little Psycho Wild Coffee 15 @ \$17 = \$255 1g Florida Porterweed 25 @ \$8 = \$200 Labor 80 @ \$55 = \$4400 Loader with Bucket 1 @ \$600 = \$600 Sod Cutter 1 @ \$279 = \$279 Pine Fines 30yds @ \$55 = \$1650 Natural Mulch 18 yds @ \$48 = \$864 Comand Soil 30yds @ \$73 = \$2190  Total = \$47,506.00	\$49,006.00

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENT	1	\$47,506.00	\$47,506.00	\$47,506.00
ENHANCEMENT	1	\$1,500.00	\$1,500.00	\$1,500.00
<b>TOTAL:</b>			<b>\$49,006.00</b>	<b>\$49,006.00</b>



**Terms and Conditions**

- 1. Scope of Work.** The scope of work to be performed by Contractor is set forth on attached Proposal. If work activity is not set forth in the Proposal, it is not included in the basic scope of work. All material shall conform to bid specifications unless expressly noted otherwise.
- 2. Insurance, Licenses and Permits.** Contractor agrees to maintain General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.
- 3. Subcontractors.** Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement.
- 4. Access to Jobsite.** Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.
- 5. Utilities.** Contractor will call Sunshine State One Call of Florida to locate utilities when applicable. Owner is responsible for location of private utilities and contractor cannot be held liable for damage to unmarked utilities.
- 6. Compensation.** In exchange for Contractor performing the scope of work described in above, Owner shall pay Contractor in accordance with the pricing terms set forth. Contractor shall issue invoices upon completion of the work for amounts due in accordance with the pricing terms set forth. Amounts invoiced are due upon receipt and shall be considered past due after 15 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Proposal shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property.
- 7. Termination.** This Agreement may be terminated with or without cause by the Owner upon seven (7) days written notice. Owner shall be required to pay for all materials and work completed to the date of termination
- 8. Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.
- 9. Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Marion County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.
- 10. Warranty.** All work performed will be guaranteed for one (1) year after completion. In order for warranty to remain in effect, proper maintenance must be performed for the entire length of the warranty period.
- 11. Complete Agreement.** This Agreement and attached Proposal represents the complete and integrated agreement of the parties with respect to the subject matter hereof. All prior verbal or written agreements, promises or representations relating to this Agreement and exhibits hereto are hereby merged into this Agreement and do not survive execution of this Agreement.

\_\_\_\_\_

**Customer Printed Name**

\_\_\_\_\_

**Customer Signature**

\_\_\_\_\_

**Date**

WORK ORDER #35296



**Proposal**

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

PROPERTY
Boggy Creek - Interchange Interchange - 417 & Lake Nona Orlando, FL 32817

PROPOSAL #	DATE	
33671	08/30/2023	

DESCRIPTION	
Demo: North side 417 median Boggy Creek Interchange  This proposal is for the demo, for part of the median, on the north side of the 417.	\$7,364.00

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENT	1	\$7,364.00	\$7,364.00	\$7,364.00
<b>TOTAL:</b>			<b>\$7,364.00</b>	<b>\$7,364.00</b>

**Terms and Conditions**

1. **Scope of Work.** The scope of work to be performed by Contractor is set forth on attached Proposal. If work activity is not set forth in the Proposal, it is not included in the basic scope of work. All material shall conform to bid specifications unless expressly noted otherwise.
2. **Insurance, Licenses and Permits.** Contractor agrees to maintain General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.
3. **Subcontractors.** Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement.
4. **Access to Jobsite.** Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.
5. **Utilities.** Contractor will call Sunshine State One Call of Florida to locate utilities when applicable. Owner is responsible for location of private utilities and contractor cannot be held liable for damage to unmarked utilities.
6. **Compensation.** In exchange for Contractor performing the scope of work described in above, Owner shall pay Contractor in accordance with the pricing terms set forth. Contractor shall issue invoices upon completion of the work for amounts due in accordance with the pricing terms set forth. Amounts invoiced are due upon receipt and shall be considered past due after 15 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Proposal shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property.
7. **Termination.** This Agreement may be terminated with or without cause by the Owner upon seven (7) days written notice. Owner shall be required to pay for all materials and work completed to the date of termination
8. **Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.
9. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Marion County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.
10. **Warranty.** All work performed will be guaranteed for one (1) year after completion. In order for warranty to remain in effect, proper maintenance must be performed for the entire length of the warranty period.
11. **Complete Agreement.** This Agreement and attached Proposal represents the complete and integrated agreement of the parties with respect to the subject matter hereof. All prior verbal or written agreements, promises or representations relating to this Agreement and exhibits hereto are hereby merged into this Agreement and do not survive execution of this Agreement.

\_\_\_\_\_

**Customer Printed Name**

\_\_\_\_\_

**Customer Signature**

\_\_\_\_\_

**Date**

WORK ORDER #33671

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Notice of Constructions Committee Member Resignation**

November 3, 2023

Lake Nona Family of Districts

C/O PFM Consulting LLC.

3501 Quadrangle Blvd, STE 270

Orlando, FL 32817

To Whom it May Concern:

Please accept this letter as formal notification of my resignation from my position on the Construction Committee for the Lake Nona Family of Districts. My last day of work will be November 3, 2023 and appreciate the opportunities provided during my time here.

Thank you,

Matthew McDermott

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**License Agreement for Cypress Plantings**  
*(provided under separate cover)*

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Non-Ad Valorem Assessment Administration Agreement**



## **NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT**

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An AGREEMENT made this 1st day of October 2023 between **AMY MERCADO** as Orange County Property Appraiser (Property Appraiser) and, **Boggy Creek Improvement District** (Taxing Authority), and is effective upon acceptance by both parties and through, September 30, 2024.

1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions precedent to enter into this agreement.
2. The Property Appraiser agrees to perform the following service for the Taxing Authority:
  - A. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2024 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar for Implementation of Non- Ad Valorem Assessment Roll.
  - B. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments.
  - C. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and apply that amount to each parcel of real property as stipulated by Taxing Authority.
  - D. Include the Taxing Authority's non-ad valorem assessments on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.
  - E. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.
  - F. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.



3. Taxing Authority agrees to perform the following acts in connection with this agreement:
  - A. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non- ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and any other applicable Florida statute, and carry out its responsibilities under said sections.
  - B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar for Implementation of Non-Ad Valorem Assessment Roll.
  - C. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.
  - D. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.
4. The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with up-to-date and accurate data concerning its boundaries, proposed assessments, and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the district's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.
5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming, or any other associated costs.
6. On 1st day of October of each applicable year, the administrative fee will be invoiced to the Taxing Authority equivalent to **\$0** per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.
7. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar for Implementation of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.

8. This agreement constitutes the entire agreement between the parties and can only be modified in writing and signed by both parties.
9. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
10. All communications required by this agreement shall be in writing and sent by first class mail, email, or facsimile to the other party.

Notices to the Taxing Authority shall be addressed to:

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

Notices to the Property Appraiser shall be addressed to:

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

11. TERMINATION. This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.
12. TERM. This Agreement shall continue until such time as either party terminates the Agreement pursuant to Paragraph 11, above.
13. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Any action to interpret or enforce any provision of this Agreement shall be brought in the State and Federal courts for Orange County, Florida.

ORANGE COUNTY PROPERTY APPRAISER

Signed   
Amy Mercado (Nov 14, 2023 23:58 GMT)

AMY MERCADO, MBA

Date Nov 14, 2023

BOGGY CREEK IMPROVEMENT DISTRICT

Name Richard Levey

Signed 

Date 11.2.23

**CALENDAR FOR IMPLEMENTATION OF NON-AD VALOREM ASSESSMENTS**

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

**June 1**

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

**July 1**

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

**July 15**

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

**August 4**

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

**August 24**

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

**September 3 – October 3**

- Taxing Authority holds initial and final public budget hearing.

**September 15**

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

**October**

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

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Operation and Maintenance Expenditures Paid  
in October 2023 in an amount totaling \$139,571.79**  
*(provided under separate cover)*

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Operation and Maintenance Expenditures Paid  
in November 2023 in an amount totaling \$86,396.86**  
*(provided under separate cover)*

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Requisition No. 426 – 427**

**Paid in October 2023 in an amount totaling \$21,536.95**  
*(provided under separate cover)*

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**Requisition No. 428 – 431**

**Paid in November 2023 in an amount totaling \$8,404.75**

*(provided under separate cover)*



# **BOGGY CREEK IMPROVEMENT DISTRICT**

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

# **BOGGY CREEK IMPROVEMENT DISTRICT**

**District's Financial Position  
and Budget to Actual YTD**  
*(provided under separate cover)*