

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, 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: pfmccd.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**
4. **Ratification of Non-Ad Valorem Assessment Administration Agreement**
5. **Ratification of Operation and Maintenance Expenditures Paid in October 2023 in an amount totaling \$158,950.12**
6. **Ratification of Operation and Maintenance Expenditures Paid in November 2023 in an amount totaling \$90,463.10**
7. **Ratification of Requisition No. 426 – 430 Paid in October 2023 in an amount totaling \$26,325.45**
8. **Ratification of Requisition No. 431 Paid in November 2023 in an amount totaling \$3,616.25**
9. **Recommendation of Work Authorizations/Proposed Services (*if applicable*)**
10. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

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

Adjournment



pfm

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.

Secretary/Assistant Secretary

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
TOTAL:			\$49,006.00	\$49,006.00

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
TOTAL:			\$7,364.00	\$7,364.00

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 Construction 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

**LICENSE AGREEMENT BETWEEN BOGGY CREEK IMPROVEMENT DISTRICT
AND LAKE NONA LAND COMPANY, LLC, REGARDING LANDSCAPE
INSTALLATION AND MAINTENANCE WITHIN DISTRICT PROPERTY**

THIS LICENSE 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*, located in the City of Orlando, Florida, with a mailing address of 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida, 32817 (“**District**”); and

LAKE NONA LAND COMPANY, LLC, a Florida limited liability company, whose principal address is 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827 (“**Licensee**”).

RECITALS

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

WHEREAS, the Licensee has requested authorization from the District to install and maintain certain landscape improvements in and/or around certain ponds located on the District’s property, as identified on **Exhibit A** attached hereto (“**Property**”); and

WHEREAS, the District agrees to grant the Licensee authorization pursuant to a non-exclusive license for access and use of the Property for the limited purpose of installing and maintaining landscape improvements located on the Property; and

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

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

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

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

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

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

B. The Licensee shall be fully responsible for the installation of the landscape improvements any maintenance, damage, removal, or other incidentals associated with the installation, maintenance, and removal of the landscape improvements.

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

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

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

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

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

(including contractual) \$1,000,000/\$2,000,000. The District and its supervisors, officers, staff, employees, representatives and agents shall be named as an additional insured. The Licensee shall furnish the District with a valid and binding Certificate of Insurance evidencing compliance with this requirement prior to Licensee accessing or installing any improvements, including, but not limited to, the landscape improvements contemplated hereunder, on the Property. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

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

9. INDEMNIFICATION.

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

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

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

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

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

equity. The provisions of this Paragraph 9 shall survive the termination of this Agreement.

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

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

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

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

14. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

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

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

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

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

B. If to the Licensee: Lake Nona Land Company, LLC
6900 Tavistock Lakes Blvd., Suite 200
Orlando, Florida 32827
Attn: _____

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

Attest:

BOGGY CREEK IMPROVEMENT DISTRICT

(Signature of Witness)

Richard Levey, Chair of Board of Supervisors

Witness:

LAKE NONA LAND COMPANY, LLC, a Florida limited liability company

(Signature of Witness)

By: _____
Its: _____

EXHIBIT A: Location of Landscape Improvements

BOGGY CREEK IMPROVEMENT DISTRICT

Non-Ad Valorem Assessment Administration Agreement



NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT

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
(407)723-5935

Notices to the Property Appraiser shall be addressed to:

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

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 \$158,950.12**

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 October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$158,950.12**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Boggy Creek Improvement District
 AP Check Register (Current by Bank)
 Check Dates: 10/1/2023 to 10/30/2023

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
4160	10/04/23	M	DONMC	Donald W. McIntosh Associates	\$321.02
4161	10/18/23	M	EGIS	Egis Insurance Advisors LLC	\$14,771.00
4162	10/25/23	M	AWC	Aquatic Weed Control, Inc.	\$835.00
4163	10/25/23	M	BERCON	Berman Construction	\$3,000.01
4164	10/25/23	M	CEPRA	Cepra Landscape	\$93,993.71
4165	10/25/23	M	KUTAK	Kutak Rock	\$1,977.95
4166	10/27/23	M	BERCON	Berman Construction	\$1,200.00
4167	10/27/23	M	DEO	Dept. of Economic Opportunity	\$175.00
4168	10/27/23	M	KUTAK	Kutak Rock	\$399.00
4169	10/27/23	M	RLEVEY	Richard Levey	\$200.00
4170	10/27/23	M	TCZAPK	Thaddeus Czapka	\$200.00
4171	10/27/23	M	UF	University of Florida	\$12,276.32
4172	10/27/23	M	VGLOBA	VGlobalTech	\$870.00
BANK SUN REGISTER TOTAL:					\$130,219.01
GRAND TOTAL					\$130,219.01

130,219.01	Checks 4160-4172
9,352.78	PA 607 - OUC invoice paid
19,378.33	FR 56 - BEEP payment
158,950.12	O&M Cash Spent

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT
 ** Denotes broken check sequence.

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #605

9/29/2023

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates Engineering Services Through 09/08/2023	44760	\$ 321.02
TOTAL			\$ 321.02


Secretary/Assistant Secretary


Chairperson

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

RECEIVED
By Amanda Lane at 4:36 pm, Oct 03, 2023

Digitaly signed by Daniel J. Young
DN: C=US,
dan.young@tavisstock.com,
Tavisstock Improvement
Daniel J. Young
ate: 2023.09.29

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #606

10/6/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Aquatic Weed Control October Waterway Control	88324	\$ 835.00	FY 2024
2	Berman Construction October Administrator & Irrigation Specialist	9421	\$,000.01	FY 2024
3	Cepira Landscape Tree Removals	O-S4797	\$,142.86	FY 2023
	October Landscaping	O-S4864	\$ 4,832.77	FY 2024
	October Interchange Landscaping	O-S4870	\$,927.08	FY 2024
	Interchange Improvements	O-S34919	\$ 40,000.00	FY 2023
	Egis Insurance & Risk Advisors FY 2024 Insurance	65	\$ 4,771.00	FY 2024
	Kutak Rock General Counsel Through 8/31/2023	83523	\$,977.95	FY 2023

TOTAL \$111,486.67

44,120.81	FY 2023
67,365.86	FY 2024



Secretary/Assistant Secretary



Chairperson

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

RECEIVED
By Amanda Lane at 9:02 am, Oct 20, 2023


Daniel J. Young
Digitally signed by Daniel J. Young
DN: C=US,
E=dan.young@tavistock.com,
O=Tavistock Development Co
CN=Daniel J. Young
Date: 2023.10.20 08:57:05-0400

BOGGY CREEK IMPROVEMENT DISTRICT

Funding Request #056

10/6/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	BEEP Shuttle Services Provided - 2 Vans	447	\$ 19,378.33	FY 2023
TOTAL			\$ 19,378.33	

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #607

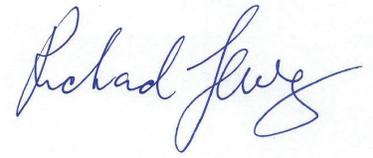
0/13/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Cepra Landscape			
	Irrigation Repairs on Controller 0	O-S4885	\$ 61.00	FY 023
	Irrigation Repairs on Controller 9	O-S4886	\$ 684.00	FY 20
	Irrigation Repairs on Controller 8	O-S4887	\$,326.00	FY 20
	Interchange Irrigation Repairs on Controller 0	O-S4891	\$ 0.00	FY 20
2	OUC			
	Acct: 2562183178 ; Service 09/05/2023 - 0/03/2023	--	\$ 9,352.78	FY 20

TOTAL \$ 12,443.78

,443.78	FY 023
-	FY 2024


 Secretary/Assistant Secretary


 Chairperson

Boggy Creek Improvement District
 c/o PFM Group Consulting
 501 Quadrangle Boulevard, Ste. 70
 Orlando, FL 32817
 LaneA@pfm.com // (407) 723-5925

RECEIVED
 By Amanda Lane at 9:02 am, Oct 20, 2023

Digitally signed by Daniel J. Young
 DN: C=US, E=dan.young@stavisstock.com, CN=Daniel J. Young

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #608
1/20/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
	Berman Construction Pressure Washing Services		\$,200.00	FY 2024
	Florida Department of Economic Opportunity FY 2024 Annual Fee	88583	\$ 75.00	FY 024
	Kutak Rock General Counsel Through 09/30/2023	95535	\$ 99.00	FY
4	Supervisor Fees - 0/17/2023 Meeting Richard Levey Thad Czapka	-- --	\$.00 \$.00	FY 2024 FY 024
5	University of Florida Non-Ad Valorem Assessments ACH Return	BOGGY24	\$,276.32	FY
6	VGlobalTech Q2 ADA Audit August Website Maintenance September Website Maintenance Q3 ADA Audit	5174 5310 5404 5460	\$.00 \$ 5.00 \$ 5.00 \$.00	FY FY FY FY

TOTAL \$ 5,320.32

,545.32	FY
,775.00	FY 024



 Secretary/Assistant Secretary



 Chairperson

RECEIVED
By Amanda Lane at 3:54 pm, Oct 26, 2023

BOGGY CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid
in November 2023 in an amount totaling \$90,463.10**

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 November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$90,463.10**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #609

7/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Berman Construction Bike Lane Signage	40138	\$ 575.31	FY 024
2	PFM Group Consulting DM Fee: October 3 September Reimbursables	DM-10-2023-06 OE-EXP-10-2023-08	\$ 3,541.67 \$.55	FY 024 FY 3
TOTAL			\$,119.53	
			.55	FY 3
			4,116.98	FY 024


 Secretary/Assistant Secretary


 Chairperson

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

RECEIVED
 By Amanda Lane at 11:02 am, Nov 01, 2023

Daniel J. Young

D. Young signed by Daniel J. Young
 DN: C=US,
 E=dan.young@vishock.com,
 O=Tavistock Development Co.,
 CN=Daniel J. Young
 Date: 2023.10.31 15:58:40Z

BOGGY CREEK IMPROVEMENT DISTRICT

Payment authorization #610
11/3/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Aquatic Weed Control November Waterway Service	89388	\$ 835.00	FY 2024
2	Berman Construction November Administrator & Irrigation Specialist	40357	\$ 3,000.01	FY 2024
3	Cepira Landscape November Landscaping	O-S5107	\$ 24,832.77	FY 2024
	November Interchange Landscaping	O-S5113	\$ 23,927.08	FY 2024
4	Orange County Tax Collector Acct: 0611793-1	--	\$ 78.60	FY 2024
	Orlando Sentinel Legal Advertising on 10/09/2023 (Ad: 7506863)	OSC81232816	\$ 253.25	FY 2024
	VGlobalTech October Website Maintenance	5522	\$ 135.00	FY 2024
	November Website Maintenance	5583	\$ 135.00	FY 2024

TOTAL \$ 3,196.71

-	FY 2023
53,196.71	FY 2024


Secretary/Assistant Secretary


Chairperson

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

RECEIVED
By Amanda Lane at 1:25 pm, Nov 13, 2023

Daniel J. Young
Digitally signed by Daniel J. Young
DN: cn=DJ Young, o=Tavistock Development Co., email=Dan.Young@Tavistock.com, c=US
Date: 2023.11.13 16:53:05Z

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #611

/10/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Cepra Landscape			
	October Interchange Controller 11 M.I. Repairs	O-S5124	\$ 644.00	FY 2024
	October Controller Troubleshooting & Repair	O-S5125	\$ 0.00	2024
	October Controller 11 Repairs	O-S5126	\$ 708.24	2024
	October Controller Repairs	O-S5127	\$ 68.00	2024
	October Interchange Irrigation Repairs	O-S5128	\$,116.00	FY 2024
2	OUC			
	Acct: 2562183178 ; Service 10/03/2023 - /01/2023	--	\$ 9,153.64	FY 024

TOTAL **\$ 13,219.88**

-	FY 2023
,219.88	FY 2024

Jeff S. Walden

Secretary/Assistant Secretary

Richard J. Young

Chairperson

Boggy Creek Improvement District
 c/o PFM Group Consulting
 3501 Quadrangle Boulevard, Ste. 70
 Orlando, FL 32817
 LaneA@pfm.com // (407) 723-5925

RECEIVED
 By Amanda Lane at 1:25 pm, Nov 13, 2023

Digitally signed by Daniel J. Young
 DN: C=US, E=dan.young@ravistock.com, O=Ravistock Development Co., CN=Daniel J. Young
 Date: 0.11.2023-09:00

Daniel J. Young

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #612
7/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Cepra Landscape Interchange North Median Enhancement	O-S5143	\$ 6,370.00	FY 2024
2	PFM Group consulting November DM Fees	DM-11-2023-06	\$ 3,541.67	FY 2024
	September Billable Expenses	27933	\$ 6.36	FY 2023
	October Billable Expenses	27933	\$ 7.95	FY 2024

TOTAL \$ 19,925.98

6.36	FY 2023
9,919.62	FY 2024


 Secretary/Assistant Secretary


 Chairperson

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

RECEIVED
 By Amanda Lane at 9:48 am, Nov 21, 2023

Digitally signed by Daniel J. Young
 DN: cn=US, email=djyoung@briarrock.com, o=Development, c=Charlotte, nc=Young
 Date: 2023.11.18 09:11:33-0500

BOGGY CREEK IMPROVEMENT DISTRICT

**Requisition No. 426 – 430
Paid in October 2023 in an amount totaling \$26,325.45**

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 October 1, 2023 through October 31, 2023. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2013-426	Donald W. McIntosh Associates	\$20,067.45
2013-427	Kutak Rock	\$1,469.50
2013-428	Central Florida Locating	\$4,000.00
2013-429	Kutak Rock	\$494.00
2013-430	Orlando Sentinel	\$294.50
		\$26,325.45

EXHIBIT "A"
FORM OF REQUISITION

The undersigned, an Authorized Officer of Boggy Creek Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association as trustee (the "Trustee"), dated as of December 1, 2010 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of April 1, 2013 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) **Requisition Number:** 426

(B) **Name of Payee:** Donald W. McIntosh Associates

(C) **Amount Payable:** \$20,067.45

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Invoice 44761 for Project 23218 (Lake Nona Boggy Creek) Through 09/08/2023 – **\$771.95**
2. Invoice 44767 for Project 22542 (Lake Nona South Lift Station No. 9 and 6,000 LF of 10" Force Main) Through 09/08/2023 – **\$11,458.00**
3. Invoice 44768 for Project 22573 (Lake Nona Boulevard West Redesign) Through 09/08/2023 – **\$7,837.50**

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

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 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of 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 moneys 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.

No event has occurred and is continuing which constitutes an Event of Default, as

RECEIVED

By Amanda Lane at 9:43 am, Oct 04, 2023

defined by the Master Indenture, or would constitute and Event of Default but for the requirement that notice be given or time elapse or both

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

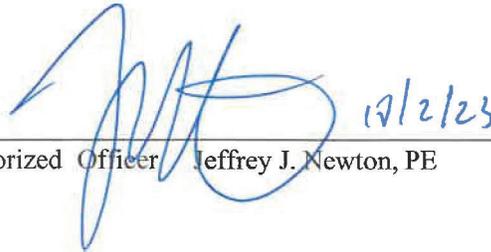
Boggy Creek Improvement District



Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of-the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (ii) the report of the District Engineer as such report shall have been amended or modified on the date hereof.



Authorized Officer Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 9:43 am, Oct 04, 2023

EXHIBIT "A"
FORM OF REQUISITION

The undersigned, an Authorized Officer of Boggy Creek Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association as trustee (the "Trustee"), dated as of December 1, 2010 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of April 1, 2013 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) **Requisition Number:** 427

(B) **Name of Payee:** Kutak Rock

(C) **Amount Payable:** \$1,469.50

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Invoice 3283524 for Client Matter 3023-3 (Project Construction) through 08/31/2023

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

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 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of 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 moneys 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.

No event has occurred and is continuing which constitutes an Event of Default, as defined by the Master Indenture, or would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

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

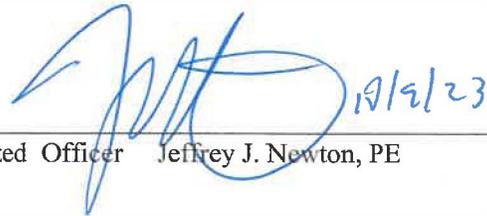
Boggy Creek Improvement District



Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of-the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (ii) the report of the District Engineer as such report shall have been amended or modified on the date hereof.



Authorized Officer Jeffrey J. Newton, PE

EXHIBIT "A"
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(A) **Requisition Number:** 428

(B) **Name of Payee:** Central Florida Locating

(C) **Amount Payable:** \$4,000.00

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Invoice 6929-D for Vertical Excavation Services Through 10/16/2023

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

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 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Project and each represents a Cost of the Project, and has not previously been paid.

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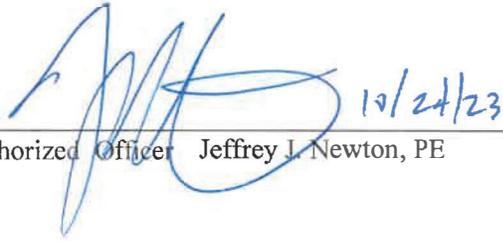
Boggy Creek Improvement District



Authorized Officer

CONSULTING ENGINEER'S APPROVAL OR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY

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Authorized Officer Jeffrey I. Newton, PE

RECEIVED

By Amanda Lane at 11:28 am, Oct 25, 2023

EXHIBIT "A"
FORM OF REQUISITION

The undersigned, an Authorized Officer of Boggy Creek Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association as trustee (the "Trustee"), dated as of December 1, 2010 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of April 1, 2013 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) **Requisition Number:** 429

(B) **Name of Payee:** Kutak Rock

(C) **Amount Payable:** \$494.00

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Invoice 3295536 for Client Matter 3023-3 (Project Construction) through 09/30/2023

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

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 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Project and each represents a Cost of the Project, and has not previously been paid.

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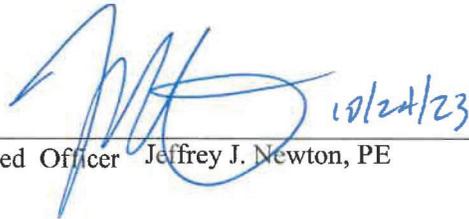
Boggy Creek Improvement District



Authorized Officer

**CONSULTING ENGINEER'S APPROVAL OR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY**

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Authorized Officer Jeffrey J. Newton, PE

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(A) **Requisition Number:** 430

(B) **Name of Payee:** Orlando Sentinel

(C) **Amount Payable:** \$294.50

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Invoice 80865573000 for Reference OSC80865573 (Ad #7506228) for Construction Legal Advertising of FY 2024 Construction Committee Meetings (Split Five Ways, Will Be Reimbursed From GID, MCID, PE, MID)

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

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 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Project and each represents a Cost of the Project, and has not previously been paid.

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

oggy Creek Improvement istrict



Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for a ost of-the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (ii) the report of the District Engineer as such report shall have been amended or modified on the date hereof.



10/24/23

Authorized Officer Jeffrey J. Newton, PE

BOGGY CREEK IMPROVEMENT DISTRICT

**Requisition No. 431
Paid in November 2023 in an amount totaling \$3,616.25**

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 November 1, 2023 through November 30, 2023. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2013-431	Donald W. McIntosh Associates	\$3,616.25
		\$3,616.25

EXHIBIT "A"
FORM OF REQUISITION

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(A) **Requisition Number:** 431

(B) **Name of Payee:** Donald W. McIntosh Associates

(C) **Amount Payable:** \$3,616.25

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Invoice 44888 for Project 23218 (Lake Nona Boggy Creek) Through 10/06/2023 – **\$481.25**
2. Invoice 44892 for Project 22573 (Lake Nona Boulevard West Redesign) Through 10/06/2023 – **\$3,135.00**

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

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 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Project and each represents a Cost of the Project, and has not previously been paid.

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RECEIVED

By Amanda Lane at 1:34 pm, Nov 01, 2023

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

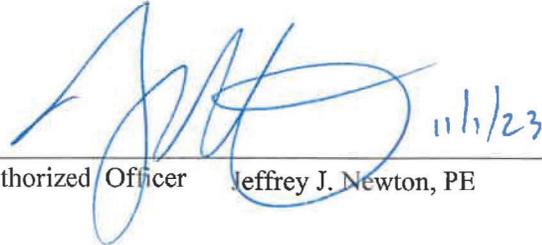
Boggy Creek Improvement District



Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ON Y

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of-the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (ii) the report of the District Engineer as such report shall have been amended or modified on the date hereof.



Authorized Officer Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 1:34 pm, Nov 01, 2023

BOGGY CREEK IMPROVEMENT DISTRICT

Work Authorizations/Proposed Services
(if applicable)

BOGGY CREEK IMPROVEMENT DISTRICT

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

Boggy Creek Improvement District
Statement of Financial Position
As of 11/30/2023

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$354,918.30				\$354,918.30
State Board of Administration	1,389.18				1,389.18
Accounts Receivable - Due from Developer	19,812.92				19,812.92
Assessments Receivable	872,931.09				872,931.09
Due From Other Governmental Units	29,774.33				29,774.33
Deposits	5,000.00				5,000.00
Infrastructure Capital Reserve	101,047.85				101,047.85
Interchange Maintenance Reserve	11,822.77				11,822.77
Assessments Receivable		\$5,120,589.21			5,120,589.21
Due From Other Funds		42,684.72			42,684.72
Debt Service Reserve Series 2013		3,946,021.87			3,946,021.87
Debt Service Reserve Series 2023		586,315.76			586,315.76
Revenue Series 2013		191,395.83			191,395.83
Revenue Series 2023		9,331.81			9,331.81
Interest Series 2023		3,803.77			3,803.77
General Checking Account			\$13,135.52		13,135.52
Accounts Receivable - Due from Developer			33,592.00		33,592.00
Acquisition/Construction Series 2013			31,205.55		31,205.55
Cost of Issuance Series 2023			11,416.35		11,416.35
Due From Other Governmental Units			165.45		165.45
Total Current Assets	\$1,396,696.44	\$9,900,142.97	\$89,514.87	\$0.00	\$11,386,354.28
 <u>Investments</u>					
Amount Available in Debt Service Funds				\$4,736,869.04	\$4,736,869.04
Amount To Be Provided				56,008,130.96	56,008,130.96
Total Investments	\$0.00	\$0.00	\$0.00	\$60,745,000.00	\$60,745,000.00
Total Assets	\$1,396,696.44	\$9,900,142.97	\$89,514.87	\$60,745,000.00	\$72,131,354.28

Boggy Creek Improvement District
Statement of Financial Position
As of 11/30/2023

	General	Debt Service	Capital Projects	General Long- Term Debt	Total
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$22,030.99				\$22,030.99
Deferred Revenue	935,428.73				935,428.73
Deferred Revenue		\$5,120,589.21			5,120,589.21
Accounts Payable			\$53,095.75		53,095.75
Deferred Revenue			33,592.00		33,592.00
Total Current Liabilities	\$957,459.72	\$5,120,589.21	\$86,687.75	\$0.00	\$6,164,736.68
 <u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$60,745,000.00	\$60,745,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$60,745,000.00	\$60,745,000.00
 Total Liabilities	\$957,459.72	\$5,120,589.21	\$86,687.75	\$60,745,000.00	\$66,909,736.68
 <u>Net Assets</u>					
Net Assets, Unrestricted	\$70,670.30				\$70,670.30
Net Assets - General Government	500,501.64				500,501.64
Current Year Net Assets - General Government	(131,935.22)				(131,935.22)
Net Assets, Unrestricted		(\$1,969,049.31)			(1,969,049.31)
Current Year Net Assets, Unrestricted		(1,325,430.96)			(1,325,430.96)
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			(4,325,287.20)		(4,325,287.20)
Current Year Net Assets, Unrestricted			15,769.51		15,769.51
Net Assets - General Government			26,696,976.16		26,696,976.16
Total Net Assets	\$439,236.72	\$4,779,553.76	\$2,827.12	\$0.00	\$5,221,617.60
 Total Liabilities and Net Assets	\$1,396,696.44	\$9,900,142.97	\$89,514.87	\$60,745,000.00	\$72,131,354.28

Boggy Creek Improvement District
Statement of Activities
As of 11/30/2023

	General	Debt Service	Capital Projects	General Long- Term Debt	Total
<u>Revenues</u>					
Off-Roll Assessments	\$4,839.63				\$4,839.63
Off-Roll Assessments		\$42,684.72			42,684.72
Inter-Fund Group Transfers In		(35,182.19)			(35,182.19)
Inter-Fund Transfers In			\$35,182.19		35,182.19
Total Revenues	\$4,839.63	\$7,502.53	\$35,182.19	\$0.00	\$47,524.35
<u>Expenses</u>					
Supervisor Fees	\$400.00				\$400.00
Public Officials' Liability Insurance	4,028.00				4,028.00
Trustee Services	1,718.62				1,718.62
Management	7,083.34				7,083.34
Engineering	125.00				125.00
District Counsel	1,873.57				1,873.57
Travel and Per Diem	7.95				7.95
Legal Advertising	472.75				472.75
Bank Fees	1.00				1.00
Property Taxes	78.60				78.60
Web Site Maintenance	270.00				270.00
Dues, Licenses, and Fees	175.00				175.00
Electric	523.84				523.84
Water Reclaimed	1,911.63				1,911.63
General Insurance	4,570.00				4,570.00
Property & Casualty	6,173.00				6,173.00
Irrigation Parts	1,306.24				1,306.24
Landscaping Maintenance & Material	49,586.56				49,586.56
Contingency	575.31				575.31
IME - Aquatics Maintenance	542.76				542.76
IME - Irrigation	897.00				897.00
IME - Landscaping	15,552.60				15,552.60
IME - Lighting	50.05				50.05
IME - Water Reclaimed	1.79				1.79
Entry and Wall Maintenance	1,200.00				1,200.00
Shuttle Financing - Maintenance	3,399.98				3,399.98
Shuttle Financing - BEEP Operating Costs	16,412.94				16,412.94
IME - Landscape Improvements	5,320.25				5,320.25

Boggy Creek Improvement District
Statement of Activities
As of 11/30/2023

	General	Debt Service	Capital Projects	General Long- Term Debt	Total
Streetlights	6,558.64				6,558.64
Personnel Leasing Agreement	6,000.02				6,000.02
Interest Payments (Series 2013)		\$1,108,921.88			1,108,921.88
Interest Payments (Series 2023)		251,674.12			251,674.12
Engineering			\$15,699.75		15,699.75
Legal Advertising			58.90		58.90
Contingency			3,804.00		3,804.00
Total Expenses	<u>\$136,816.44</u>	<u>\$1,360,596.00</u>	<u>\$19,562.65</u>	<u>\$0.00</u>	<u>\$1,516,975.09</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$41.59				\$41.59
Dividend Income		\$27,662.51			27,662.51
Interest Income			\$0.33		0.33
Dividend Income			149.64		149.64
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$41.59</u>	<u>\$27,662.51</u>	<u>\$149.97</u>	<u>\$0.00</u>	<u>\$27,854.07</u>
Change In Net Assets	(\$131,935.22)	(\$1,325,430.96)	\$15,769.51	\$0.00	(\$1,441,596.67)
Net Assets At Beginning Of Year	<u>\$571,171.94</u>	<u>\$6,104,984.72</u>	<u>(\$12,942.39)</u>	<u>\$0.00</u>	<u>\$6,663,214.27</u>
Net Assets At End Of Year	<u><u>\$439,236.72</u></u>	<u><u>\$4,779,553.76</u></u>	<u><u>\$2,827.12</u></u>	<u><u>\$0.00</u></u>	<u><u>\$5,221,617.60</u></u>

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 11/30/2023

	Actual	Budget	Variance	FY 2024 Adopted Budget	Percentage Spent
Revenues					
Off-Roll Assessments	\$ 4,839.63	\$ 153,409.24	\$ (148,569.61)	\$ 920,455.44	0.53%
Developer Contributions	-	120,886.62	(120,886.62)	725,319.70	0.00%
Carryforward Revenue	16,348.78	16,348.78	-	98,092.69	16.67%
Net Revenues	\$ 21,188.41	\$ 290,644.64	\$ (269,456.23)	\$ 1,743,867.83	1.22%
General & Administrative Expenses					
Legislative					
Supervisor Fees	\$ 400.00	\$ 800.00	\$ (400.00)	\$ 4,800.00	8.33%
Financial & Administrative					
Public Officials' Liability Insurance	4,028.00	716.67	3,311.33	4,300.00	93.67%
Trustee Services	1,718.62	1,416.67	301.95	8,500.00	20.22%
Management	7,083.34	7,083.33	0.01	42,500.00	16.67%
Engineering	125.00	1,916.67	(1,791.67)	11,500.00	1.09%
Disclosure	-	1,666.67	(1,666.67)	10,000.00	0.00%
Property Appraiser	-	83.33	(83.33)	500.00	0.00%
District Counsel	1,873.57	5,833.33	(3,959.76)	35,000.00	5.35%
Assessment Administration	-	2,500.00	(2,500.00)	15,000.00	0.00%
Reamortization Schedules	-	41.67	(41.67)	250.00	0.00%
Audit	-	666.67	(666.67)	4,000.00	0.00%
Arbitrage Calculation	-	200.00	(200.00)	1,200.00	0.00%
Travel and Per Diem	7.95	50.00	(42.05)	300.00	2.65%
Telephone	-	8.33	(8.33)	50.00	0.00%
Postage & Shipping	-	83.33	(83.33)	500.00	0.00%
Copies	-	83.33	(83.33)	500.00	0.00%
Legal Advertising	472.75	833.33	(360.58)	5,000.00	9.46%
Bank Fees	1.00	60.00	(59.00)	360.00	0.28%
Miscellaneous	-	166.69	(166.69)	1,000.00	0.00%
Meeting Room	-	133.33	(133.33)	800.00	0.00%
Office Supplies	-	45.00	(45.00)	270.00	0.00%
Property Taxes	78.60	25.00	53.60	150.00	52.40%
Web Site Maintenance	270.00	500.00	(230.00)	3,000.00	9.00%
Holiday Decorations	-	83.33	(83.33)	500.00	0.00%
Dues, Licenses, and Fees	175.00	29.17	145.83	175.00	100.00%
Total General & Administrative Expenses	\$ 16,233.83	\$ 25,025.85	\$ (8,792.02)	\$ 150,155.00	10.81%

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 11/30/2023

	Actual	Budget	Variance	FY 2024 Adopted Budget	Percentage Spent
<u>Field Operations Expenses</u>					
Electric Utility Services					
Electric	\$ 523.84	\$ 1,000.00	\$ (476.16)	\$ 6,000.00	8.73%
Entry Lighting	-	83.33	(83.33)	500.00	0.00%
Water-Sewer Combination Services					
Water Reclaimed	1,911.63	5,000.00	(3,088.37)	30,000.00	6.37%
Other Physical Environment					
General Insurance	4,570.00	816.67	3,753.33	4,900.00	93.27%
Property & Casualty	6,173.00	1,083.33	5,089.67	6,500.00	94.97%
Other Insurance	-	16.67	(16.67)	100.00	0.00%
Irrigation Repairs	1,306.24	10,000.00	(8,693.76)	60,000.00	2.18%
Landscaping Maintenance & Material	49,586.56	62,370.00	(12,783.44)	374,220.00	13.25%
Landscape Improvements	-	10,833.33	(10,833.33)	65,000.00	0.00%
Tree Trimming	-	3,333.33	(3,333.33)	20,000.00	0.00%
Contingency	575.31	883.33	(308.02)	5,300.00	10.85%
Pest Control	-	503.33	(503.33)	3,020.00	0.00%
Shuttle Financing					
Insurance	-	833.33	(833.33)	5,000.00	0.00%
Maintenance	3,399.98	36,000.00	(32,600.02)	216,000.00	1.57%
Vehicle Cost (Loan Payment)	-	24,386.62	(24,386.62)	146,319.70	0.00%
BEEP Operating Costs	16,412.94	59,666.67	(43,253.73)	358,000.00	4.58%
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	542.76	574.17	(31.41)	3,445.00	15.76%
IME - Irrigation Repair	897.00	541.67	355.33	3,250.00	27.60%
IME - Landscaping	15,552.60	15,552.60	-	93,315.63	16.67%
IME - Lighting	50.05	216.67	(166.62)	1,300.00	3.85%
IME - Miscellaneous	-	1,083.33	(1,083.33)	6,500.00	0.00%
IME - Water Reclaimed	1.79	270.83	(269.04)	1,625.00	0.11%
IME - Landscape Improvements	5,320.25	2,166.67	3,153.58	13,000.00	40.93%
Road & Street Facilities					
Entry and Wall Maintenance	1,200.00	2,500.00	(1,300.00)	15,000.00	8.00%
Streetlights	6,558.64	16,265.14	(9,706.50)	97,590.83	6.72%
Parks & Recreation					
Personnel Leasing Agreement	6,000.02	6,000.00	0.02	36,000.00	16.67%
Reserves					
Infrastructure Capital Reserve	-	3,361.11	(3,361.11)	20,166.67	0.00%
Interchange Maintenance Reserve	-	393.33	(393.33)	2,360.00	0.00%
Total Field Operations Expenses	\$ 120,582.61	\$ 265,735.46	\$ (145,152.85)	\$ 1,594,412.83	7.56%
Total Expenses	\$ 136,816.44	\$ 290,761.31	\$ (153,944.87)	\$ 1,744,567.83	7.84%
Income (Loss) from Operations	\$ (115,628.03)	\$ (116.67)	\$ (115,511.36)	\$ (700.00)	
<u>Other Income (Expense)</u>					
Interest Income	\$ 41.59	\$ 116.67	\$ (75.08)	\$ 700.00	5.94%
Total Other Income (Expense)	\$ 41.59	\$ 116.67	\$ (75.08)	\$ 700.00	5.94%
Net Income (Loss)	\$ (115,586.44)	\$ -	\$ (115,586.44)	\$ -	

Boggy Creek Improvement District

Budget to Actual

For the Month Ending 11/30/2023

	Oct-23	Nov-23	YTD Actual
<u>Revenues</u>			
Off-Roll Assessments	\$ -	\$ 4,839.63	\$ 4,839.63
Developer Contributions	-	-	-
Carryforward Revenue	8,174.39	8,174.39	16,348.78
Net Revenues	\$ 8,174.39	\$ 13,014.02	\$ 21,188.41
<u>General & Administrative Expenses</u>			
Legislative			
Supervisor Fees	\$ 400.00	\$ -	\$ 400.00
Financial & Administrative			
Public Officials' Liability Insurance	4,028.00	-	4,028.00
Trustee Services	1,718.62	-	1,718.62
Management	3,541.67	3,541.67	7,083.34
Engineering	-	125.00	125.00
Dissemination Agent	-	-	-
Property Appraiser	-	-	-
District Counsel	-	1,873.57	1,873.57
Assessment Administration	-	-	-
Reamortization Schedules	-	-	-
Audit	-	-	-
Arbitrage Calculation	-	-	-
Travel and Per Diem	-	7.95	7.95
Telephone	-	-	-
Postage & Shipping	-	-	-
Copies	-	-	-
Legal Advertising	-	472.75	472.75
Bank Fees	-	1.00	1.00
Miscellaneous	-	-	-
Meeting Room	-	-	-
Office Supplies	-	-	-
Property Taxes	-	78.60	78.60
Web Site Maintenance	-	270.00	270.00
Holiday Decorations	-	-	-
Dues, Licenses, and Fees	175.00	-	175.00
Total General & Administrative Expenses	\$ 9,863.29	\$ 6,370.54	\$ 16,233.83
<u>Field Operations</u>			
Electric Utility Services			
Electric	\$ -	\$ 523.84	\$ 523.84
Entry Lighting	-	-	-
Water-Sewer Combination Services			
Water Reclaimed	-	1,911.63	1,911.63
Other Physical Environment			
General Insurance	4,570.00	-	4,570.00
Property & Casualty Insurance	6,173.00	-	6,173.00
Other Insurance	-	-	-
Irrigation Repairs	-	1,306.24	1,306.24
Landscaping Maintenance & Material	24,793.28	24,793.28	49,586.56
Landscape Improvements	-	-	-
Tree Trimming	-	-	-
Contingency	575.31	-	575.31
Pest Control	-	-	-

Boggy Creek Improvement District

Budget to Actual

For the Month Ending 11/30/2023

	Oct-23	Nov-23	YTD Actual
Shuttle Financing			
Insurance	-	-	-
Maintenance	-	3,399.98	3,399.98
Vehicle Cost	-	-	-
BEEP Operating Costs	-	16,412.94	16,412.94
Interchange Maintenance Expenses			
IME - Aquatics Maintenance	271.38	271.38	542.76
IME - Irrigation	-	897.00	897.00
IME - Landscaping	7,776.30	7,776.30	15,552.60
IME - Lighting	-	50.05	50.05
IME - Miscellaneous	-	-	-
IME - Water Reclaimed	-	1.79	1.79
IME - Landscape Improvements	-	5,320.25	5,320.25
Road & Street Facilities			
Entry and Wall Maintenance	1,200.00	-	1,200.00
Streetlights	-	6,558.64	6,558.64
Parks & Recreation			
Personnel Leasing Agreement	3,000.01	3,000.01	6,000.02
Reserves			
Infrastructure Capital Reserve	-	-	-
Interchange Maintenance Reserve	-	-	-
Total Field Operations Expenses	\$ 48,359.28	\$ 72,223.33	\$ 120,582.61
Total Expenses	\$ 58,222.57	\$ 78,593.87	\$ 136,816.44
Income (Loss) from Operations	\$ (50,048.18)	\$ (65,579.85)	\$ (115,628.03)
Other Income (Expense)			
Interest Income	\$ 21.76	\$ 19.83	\$ 41.59
Total Other Income (Expense)	\$ 21.76	\$ 19.83	\$ 41.59
Net Income (Loss)	\$ (50,026.42)	\$ (65,560.02)	\$ (115,586.44)

Boggy Creek Improvement District
Cash Flow

	Beg. Cash	FY 2023 Inflows	FY 2023 Outflows	FY 2024 Inflows	FY 2024 Outflows	End. Cash
10/1/2022	338,554.87	4.68	(11,843.33)	-	-	325,076.26
11/1/2022	325,076.26	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	1,204,137.40	(1,419,630.07)	-	-	672,825.13
4/1/2023	672,825.13	38,697.27	(106,756.66)	-	-	604,765.74
5/1/2023	604,765.74	999,737.52	(932,972.35)	-	-	671,530.91
6/1/2023	671,530.91	61,809.50	(99,427.95)	-	-	633,912.46
7/1/2023	633,912.46	196,172.28	(253,607.44)	-	-	576,477.30
8/1/2023	576,477.30	252,477.90	(346,839.02)	-	-	482,116.18
9/1/2023	482,116.18	35,911.74	(119,647.35)	-	-	398,380.57
10/1/2023	398,380.57	114,088.74	(89,809.26)	5.82	(69,140.86)	353,525.01
11/1/2023	353,525.01	27,573.54	(8.91)	64,282.85	(90,454.19)	354,918.30
12/1/2023	354,918.30	-	-	-	(19,812.92)	335,105.38 as of 12/11/2023
Totals		5,567,998.94	(5,457,824.35)	64,288.67	(179,407.97)	