

**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.

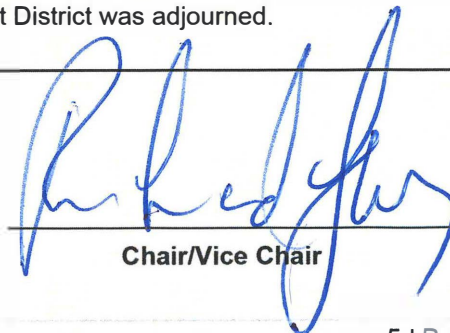
SEVENTEENTH ORDER OF BUSINESS

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



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