# **Boggy Creek Improvement District**

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900 <u>www.boggycreekid.org</u>

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, April 16, 2024, 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: pfmcdd.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 February 20, 2024, Board of Supervisors' Meeting (provided under separate cover)
- 2. Consideration of Resolution 2024-03, Underwriter Services Selection Policy (provided under separate cover)
- 3. Consideration of Resolution 2024-04, Designating a Date, Time and Location for the 2024 Landowners' Meeting [suggested date of November 5, 2024]

#### **Business Matters**

- 4. Review of Fiscal Year 2025 Operations and Maintenance Budget (provided under separate cover)
- 5. Review of Trail Maintenance Inspection Report (provided under separate cover)
- 6. Consideration of Aloft Encroachment Agreement
- 7. Consideration of Amended and Restated Joint Project Agreement for Signalization of Laureate Boulevard and Veterans Way (provided under separate cover)
- 8. Ratification of Special Warranty Deed for Tract B Lake Nona South Parcel 19C
- 9. Ratification of Operation and Maintenance Expenditures Paid in February 2024 in an amount totaling \$106,134.14
- 10. Ratification of Operation and Maintenance Expenditures Paid in March 2024 in an amount totaling \$76,637.51 (provided under separate cover)
- 11. Ratification of Requisition No. 439 440 Paid in February 2024 in an amount totaling \$12,949.86
- 12. Ratification of Requisition No. 441 442 Paid in March 2024 in an amount totaling \$1,102.25 (provided under separate cover)
- 13. Recommendation of Work Authorizations/Proposed Services (if applicable)
- 14. 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**



Minutes of the December 20, 2024, Board of Supervisors' Meeting

(provided under separate cover)

Resolution 2024-03,
Underwriter Services Selection Policy

(provided under separate cover)

Resolution 2024-04,
Designating a Date, Time, and Location for the 2024
Landowners' Meeting

#### **RESOLUTION 2024-04**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, Boggy Creek Improvement District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Florida; and

**WHEREAS,** pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("Board") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BOGGY CREEK IMPROVEMENT DISTRICT:

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Supervisor</u>	Term Expiration Date
Julie Salvo	11/2024
Richard Levey	11/2024
Chad Tinetti	11/2026
Damon Ventura	11/2026
Thad Czapka	11/2024
	Julie Salvo Richard Levey Chad Tinetti Damon Ventura

This year, Seat 1, currently held by Julie Salvo, Seat 2, currently held by Richard Levey, and Seat 5, currently held by Thad Czapka are subject to election by landowners in November 2024. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2.	LANDOWNE	R'S ELECTION.	In accordance	e with Section	190.006(2)	, Florida Stat	<i>tutes,</i> the
meeting of	the landowners	to elect Board	Supervisor(s)	of the Distric	t shall be h	eld on the 5	5 <sup>th</sup> day of
November 5	5, 2024, at	M., and loc	ated at 6900 T	avistock Lakes	s, Ste 200, C	Orlando, FL 3	2827.

3.	PUBLICATION.	The	District's	Secretary	/ is	hereby	directed	l to	publish	notice	of	the
landowners'	meeting and elec	tion in	accordar	nce with t	he	requiren	nents of	Sect	ion 190.	006(2),	Floi	rido
Statutes.												

- 4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its April 16, 2024, meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, PFM Group Consulting LLC, located at 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817.
- 5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
  - 6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 16th DAY OF APRIL 2024.

	BOGGY CREEK IMPROVEMENT DISTRICT
ATTEST:	CHAIRMAN / VICE CHAIRMAN
SECRETARY / ASST. SECRETARY	<u> </u>

#### EXHIBIT A

# NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT

Notice is hereby given to the public and all landowners within Boggy Creek Improvement District ("District") the location of which is generally described as comprising a parcel or parcels of land containing approximately 1,085 acres, located east of Boggy Creek Road, south of Lake Nona and west of Narcoossee Road, in the City of Orlando, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District's Board of Supervisors ("Board", and individually, "Supervisor"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE:	<u>November 5, 2024</u>
TIME:	
PLACE:	6900 Tavistock Lakes, Ste 200,
	Orlando, FL, 32828

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817, Ph: (407) 723-5900 ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Jennifer Walden		
District Manager		
Run Date(s):	&	

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

# INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF BOGGY CREEK IMPROVEMENT DISTRICT FOR THE ELECTION OF SUPERVISORS

DATE OF LANDO	WNERS' MEETING	3: Tuesday, November	5, 2024
TIME:	.M.		

LOCATION: 6900 Tavistock Lakes, Ste 200, Orlando, FL 32827

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("Board") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by <u>one</u> of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

#### **LANDOWNER PROXY**

#### BOGGY CREEK IMPROVEMENT DISTRICT ORANGE COUNTY, FLORIDA LANDOWNERS' MEETING – NOVEMBER 5, 2024

KNOW ALL MEN BY THESE PRESENTS, that the under			
herein, hereby constitutes and appoints			
behalf of the undersigned, to vote as proxy at the meeting			
District to be held at, on			
thereof, according to the number of acres of unplatted la	· · · · · · · · · · · · · · · · · · ·		_
landowner that the undersigned would be entitled to vo	·		-
proposition, or resolution or any other matter or thing that			
limited to, the election of members of the Board of Supervision			
his or her discretion on all matters not known or determine	d at the time of solici	tation of this proxy, wh	nich may
legally be considered at said meeting.			
Any proxy heretofore given by the undersigned for	or said meeting is her	eby revoked. This pro	oxy is to
continue in full force and effect from the date hereof until	the conclusion of the	landowners' meeting	and any
adjournment or adjournments thereof, but may be revoke	d at any time by wri	tten notice of such re	vocation
presented at the landowners' meeting prior to the Proxy Hold	der's exercising the vot	ing rights conferred her	rein.
Printed Name of Legal Owner	_		
Timed Name of Legal Owner			
Signature of Legal Owner	Date		
Parcel Description	<u>Acreage</u>	<b>Authorized Votes</b>	
[Insert above the street address of each parcel, the legal	description of each m	arcal or the tay ident	ification
number of each parcel. If more space is needed, identificatio to an attachment hereto.]	•		
Total Number of Authorized Votes:			

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

#### **OFFICIAL BALLOT**

## BOGGY CREEK IMPROVEMENT DISTRICT ORANGE COUNTY, FLORIDA

LANDOWNERS' MEETING – NOVEMBER 5, 2024

-	upervisors): The two (2) candidates receiving the	_
	year term, and the one (1) candidate receiving the year term, with the term of office for the success	
_	certifies that he/she/it is the fee simple owner of la and, located within the Boggy Creek Improvement D	• •
<u>Description</u>		<u>Acreage</u>
identification nun	e street address of each parcel, the legal descr nber of each parcel.] [If more space is needed, ider eference to an attachment hereto.]	· · · · · · · · · · · · · · · · · · ·
or		
Attach Proxy.		
l,	, as Landowner,, to the Landowner's	or as the proxy holder of Proxy attached hereto, do cast my
votes as follows:	·	,
SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
5		
	ı	1

Signed: \_\_\_\_\_\_ Printed Name: \_\_\_\_\_

Fiscal Year 2025 Operations and Maintenance Budget (provided under separate cover)

**Trail Maintenance Inspection Report** 

(provided under separate cover)

**Aloft Encroachment Agreement** 

This Instrument Prepared By and to be returned to:

Natalie Colon Tavistock Development Company 6900 Tavistock Lakes Blvd., Suite 200 Orlando, FL 32827

# ENCROACHMENT EASEMENT AGREEMENT ALOFT

THIS ENCROACHMENT EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 by and between BOGGY CREEK IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 ("Grantor") and LNT HOTEL III, LLC, a Florida limited liability company, whose mailing address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 ("Grantee").

#### **RECITALS:**

WHEREAS, Grantor is the fee simple owner of that certain real property located in the City of Orlando in Orange County, Florida more particularly described in **Exhibit "A"** attached hereto (the "Easement Area");

WHEREAS, Grantee is the fee simple owner of that certain real property located in the City of Orlando in Orange County, Florida more particularly described in **Exhibit "B"** attached hereto (the "Hotel Property");

WHEREAS, Grantee has developed and constructed a building and related improvements located on the Hotel Property (such improvements collectively being referred to herein as the "Hotel");

WHEREAS, certain portions of the Hotel, including without limitation a concrete sidewalk and a projecting overhang of the building, encroach onto the Easement Area ("Encroaching Facilities"); and

WHEREAS, in compliance with all applicable laws, rules, regulations, ordinances, and statutes, Grantor and Grantee desire to enter into a binding agreement, whereby Grantor shall grant to Grantee certain easements for the benefit of the Hotel Property over, under on and across the Easement Area, as it may be amended or modified as provided in <u>Section 2</u> below, on the terms and conditions hereinafter set forth.

**NOW, THEREFORE,** for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee to Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

- 1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.
- **2. ENCROACHMENT EASEMENT.** Grantor hereby grants to Grantee, for the benefit of the Hotel Property, a perpetual easement over, under and across the Easement Area for the Encroaching Facilities (hereinafter the "**Easement**"). This Easement granted in this Agreement is intended to be an easement appurtenant and shall run with the land and benefit and bind Grantor and Grantee and their successors and assigns.
- 3. GRANTEE'S RESPONSIBILITIES. Grantee shall have the following responsibilities as a condition of the Grantor's consent to Grantee's installation, operation and maintenance of the Encroaching Facilities within the Easement Area. Specifically, Grantee shall be fully responsible for the installation, operation and maintenance of the Encroaching Facilities and shall obtain any and all applicable permits and approvals relating to Encroaching Facilities including, but not limited to, any necessary legal interests and approvals. The Grantor does not represent that the Grantor has authority to provide all necessary approvals for the installation of Encroaching Facilities; ensure that the installation, operation and maintenance of the Encroaching Facilities are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;
- 4. DAMAGE. In the event that Grantee, its agents, employees, consultants, representatives, and contractors (and their subcontractors, employees and materialmen) cause any damage to the Easement Area or any improvements located within the Easement Area, or cause damage to Grantor's other property or any improvements adjacent thereto in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to commence and diligently pursue the repair and restoration of the same including the improvements so damaged to as nearly as practical to the original condition and grade previously existing, which obligation shall include, without limitation, repair and replacement of any landscaping, hardscaping, grass, sodding, shrubbery, plants, flowers, bushes, trees, mulch, plantings, ground cover, utility lines, fencing, walls and other structures.

In the event that Grantee, or its successors or assigns, fails to commence and diligently pursue completion of any such repair or restoration within fifteen (15) days after receipt by Grantee of written notice from Grantor of any such repair or restoration, Grantor shall have the right, but not the obligation, to perform such repair or restoration and to thereafter obtain a reimbursement from Grantee, or its successors or assigns, for the cost incurred by Grantor, within thirty (30) days after receipt of detailed invoices and bills for actual third-party out-of-pocket costs incurred thereby.

Grantor, its agents, employees, consultants, representatives, and contractors (and their subcontractors, employees and materialmen) shall not be liable for any damage to the Easement Area or any Encroaching Facilities located within the Easement Area in the exercise of its rights granted herein, nor shall Grantor be responsible for the repair and restoration of the same. Grantee further acknowledges that, with adequate written notice, the District may remove all, or any portion or portions, of the Encroaching Facilities (except the portion of the Encroaching Facilities consisting of the building overhand), at Grantee's expense, in order to repair or maintain its

stormwater management facilities, and that the Grantor is not obligated to re-install the Encroaching Facilities to their original location and is not responsible for any loss or damage to the Encroaching Facilities as a result of such removal.

- 5. **INSURANCE OBLIGATION.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor as an additional insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. Prior to entry upon the Easement Area for the purposes set forth in this Agreement, Grantee shall deliver or cause to be delivered to Grantor a certificate or certificates evidencing the insurance coverage required herein.
- 6. **INDEMNITY.** Grantee hereby agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by Grantee's use of the Easement Area in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Grantee to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Grantee as jointly liable parties; however, Grantee shall indemnify the District for any and all percentage of fault attributable to Grantee for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Grantee further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.
- 7. OBLIGATIONS. Grantee and Grantor each acknowledge and agree that any rights granted hereunder shall be exercised only in accordance and compliance with any and all applicable laws (including local permitting requirements), ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee covenants and agrees that it shall not discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. Grantor covenants and agrees that it shall not discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or

local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

- **8. EASEMENT RIGHTS.** This Easement shall permit Grantee, its duly appointed employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned Party's successors and assigns, to enter upon and use the Easement Area at any time and from time to time to construct, operate, inspect, maintain, service, and repair the Encroaching Facilities, provided that all work by Grantee requiring entry onto the Easement Area as herein permitted shall be performed in a safe, diligent and workman-like manner in compliance with applicable laws and regulations with as little disruption as possible to the Easement Area. Grantor shall not construct any structure or other improvement upon the Easement Area or engage in any use of the surface of the Easement Area which is inconsistent or interferes with the rights of Grantee under this Easement Agreement. Grantee shall restore the surface of the Easement Area after any excavation of the Easement Area or repair of the Encroaching Facilities. Grantee shall keep the Encroaching Facilities in good condition and repair.
- 9. AMENDMENTS AND WAIVERS. This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties, or their respective successors and/or assignees, and recorded in the Public Records of Orange County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.
- 10. NOTICES. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.
- 11. USE OF EASEMENT AREA. It is acknowledged and agreed that the easement rights granted under this Agreement are not exclusive, and that such rights run with title to the Hotel Property. Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein.
- 12. LIENS. Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area or any other real property in connection with the exercise of its rights hereunder. Likewise, Grantor shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the

Easement Area or any other real property in connection with the exercise of its rights hereunder.

13. MISCELLANEOUS. This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Orange County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective successors and assignees.

[EXECUTIONS APPEAR ON THE FOLLOWING PAGES]

**IN WITNESS WHEREOF,** the parties have executed this instrument as of the date set forth above.

## "GRANTOR"

Signed, sealed and delivered in the presence of:	BOGGY CREEK IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes,
Print Name:	,
Address:	By:
	Name:
	Title:
Print Name:	
Address:	
STATE OF FLORIDA ) )ss COUNTY OF ORANGE )	
presence or [] online notarization, this	knowledged before me by means of [] physical s day of, 2024, by, as
of <b>BOGGY CREEK IMPROVEMENT I</b> established pursuant to Chapter 190, Florid	DISTRICT, a local unit of special-purpose government da Statutes, on behalf of the district, who is personally as identification
(if left blank, then personally known to me	).

**IN WITNESS WHEREOF,** the parties have executed this instrument as of the date set forth above.

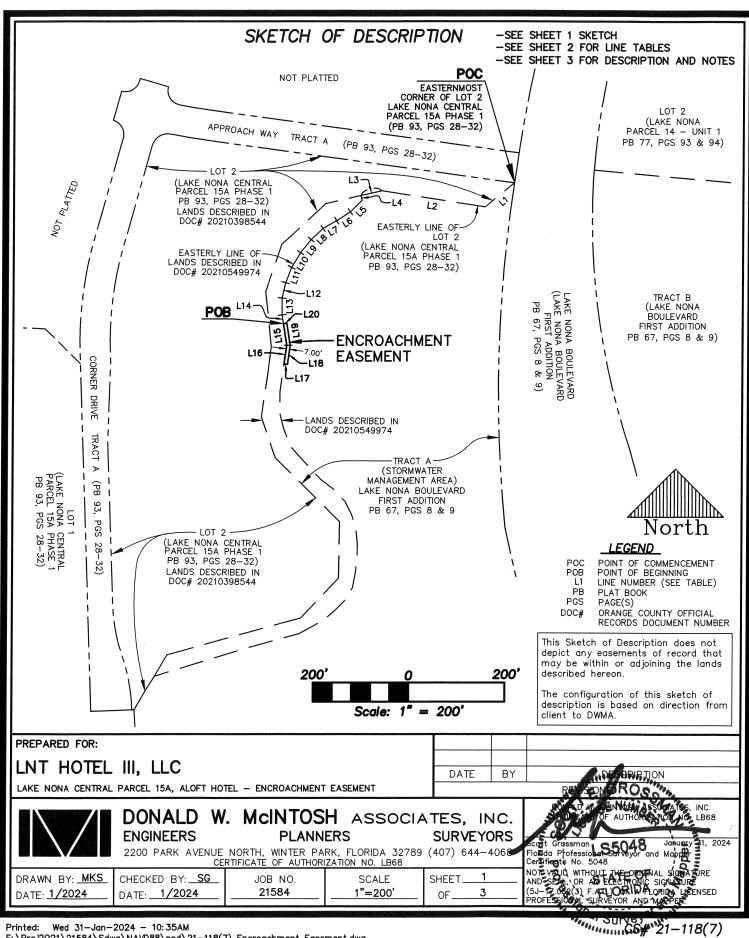
# "GRANTEE"

Signed, sealed and delivered in the presence of:	LNT HOTEL III, LLC, a Florida limited liability company,
Print Name:	By: T. Craig Collin, President
Address: 6900 Tavistock Lakes Blvd. Orlando, FL 32827	
Print Name:	
Address: 6900 Tavistock Lakes Blvd. Orlando, FL 32827	
STATE OF FLORIDA ) )ss	
COUNTY OF ORANGE )	
	owledged before me by means of [] physical
	day of, 2024, by T. II, LLC, a Florida limited liability company, who is
personally known to me or has provided	as
identification (if left blank, then personally kr	

# EXHIBIT "A"

### "EASEMENT AREA"

[See Attached Sketch of Description - CS#21-118(7) - 3 Pages]



### SKETCH OF DESCRIPTION

- -SEE SHEET 1 SKETCH
- -SEE SHEET 2 FOR LINE TABLES
- -SEE SHEET 3 FOR DESCRIPTION AND NOTES

LINE TABLE				
NUMBER	BEARING	DISTANCE		
L1	S50'34'20"W	78.61'		
L2	N81°09'34"W	218.27		
L3	S77'11'49"W	45.23'		
L4	S12'48'11"E	10.63'		
L5	S46°09'44"W	33.83'		
L6	S56*52'33"W	33.98'		
L7	S60°34'56"W	32.60'		
L8	S47°17'15"W	34.00'		
L9	S38'33'06"W	35.28'		
L10	S31°18'15"W	35.62'		

LINE TABLE				
NUMBER	BEARING	DISTANCE		
L11	S20'34'38"W	34.12'		
L12	S12°23'01"W	32.66'		
L13	S00°04'09"E	35.21'		
L14	S08'32'13"E	18.70'		
L15	S08'32'13"E	45.39'		
L16	S07'46'28"W	39.00'		
L17	S82'13'32"E	7.00'		
L18	N07'46'28"E	40.00'		
L19	N08'32'13"W	46.40'		
L20	S81°27'47"W	7.00'		

PREPARED FOR:

LNT HOTEL III, LLC

LAKE NONA CENTRAL PARCEL 15A, ALOFT HOTEL - ENCROACHMENT EASEMENT



# DONALD W. McINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>MKS</u> DATE: <u>1/2024</u> CHECKED BY: SG DATE: 1/2024 JOB NO. **21584**  SCALE N/A SHEET 2 OF 3

#### SKETCH OF DESCRIPTION

-SEE SHEET 1 SKETCH

-SEE SHEET 2 FOR LINE TABLES

-SEE SHEET 3 FOR DESCRIPTION AND NOTES

#### DESCRIPTION:

That part of Tract A, LAKE NONA BOULEVARD FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 67, Pages 8 and 9, of the Public Records of Orange County, Florida, described as follows:

Commence at the Easternmost corner of Lot 2, LAKE NONA CENTRAL PARCEL 15A PHASE 1, according to the plat thereof, as recorded in Plat Book 93, Pages 28 through 32, of the Public Records of Orange County, Florida; thence run the following courses and distances along the Easterly line of said Lot 2: S50°34'20"W, 78.61 feet; N81°09'34"W, 218.27 feet; S77'11'49"W, 45.23 feet to the Easterly line of lands described in Official Records Document Number 20210549974, of the Public Records of Orange County, Florida; thence departing said Easterly line of Lot 2, run the following courses and distances along said Easterly line of lands described in Official Records Document Number 20210549974: S12\*48'11"E, 10.63 S46°09'44"W, 33.83 feet; S56\*52'33"W, 33.98 feet; S60°34'56"W. 32.60 feet: S47"17"15"W, 34.00 feet; S38"33"06"W, 35.28 feet; S31"18"15"W, 35.62 feet; S20"34"38"W, 34.12 feet; S12°23'01"W, 32.66 feet; S00°04'09"E, 35.21 feet; S08°32'13"E, 18.70 feet to the POINT OF BEGINNING; continue S08°32'13"E, 45.39 feet; S07°46'28"W, 39.00 feet; thence departing said Easterly line run S82°13'32"E, 7.00 feet; thence N07°46'28"E, 40.00 feet; thence N08°32'13"W, 46.40 feet; thence S81°27'47"W, 7.00 feet to the POINT OF BEGINNING.

Being subject to any rights—of—way, restrictions and easements of record.

#### NOTES:

- This is not a survey.
- Bearings based on the Easterly line of Lot 2, LAKE NONA CENTRAL PARCEL 15A PHASE 1, as recorded in Plat Book 93, Pages 28 through 32, of the Public Records of Orange County, Florida, being S50°34'20"W (per plat)
- Not valid without the original signature and seal, or an electronic signature (5J-17.062(3) F.A.C.), of a Florida licensed professional surveyor and mapper.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided.
   It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- The configuration of this sketch of description is based on direction from client to DWMA.

#### PREPARED FOR:

LNT HOTEL III, LLC

LAKE NONA CENTRAL PARCEL 15A, ALOFT HOTEL - ENCROACHMENT EASEMENT



#### DONALD W. McINTOSH ASSOCIATES, INC. **ENGINEERS PLANNERS SURVEYORS**

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: MKS 3 CHECKED BY: SG SCALE SHEET\_\_\_ JOB NO. 21584 DATE: 1/2024 DATE: 1/2024 N/A OF

### **EXHIBIT "B"**

### "HOTEL PROPERTY"

Lot 2, LAKE NONA CENTRAL PHASE 15A PHASE 1, according to the Plat thereof, as recorded in Plat Book 93, Pages 28 through 32, inclusive, Public Records of Orange County, Florida.

Amended and Restated Joint Project Agreement for Signalization of Laureate Boulevard and Veterans Way (provided under separate cover)

Special Warranty Deed for Tract B – Lake Nona South Parcel 19C

This Instrument Prepared By:

Tucker F. Mackie, Esq. **KUTAK ROCK LLP** 107 West College Avenue Tallahassee, Florida 32301

DOC # 20240202169

Ret To: CSC INC

04/08/2024 11:33 AM Page 1 of 3 Rec Fee: \$27.00 Deed Doc Tax: \$0.70 Mortgage Doc Tax: \$0.00 Intangible Tax: \$0.00 Phil Diamond, Comptroller Orange County, FL

# SPECIAL WARRANTY DEED (Tract B – Lake Nona South Parcel 19C)

THIS SPECIAL WARRANTY DEED, dated 157 day of APRIL 2024, is by and from the BOGGY CREEK IMPROVEMENT DISTRICT, a local unit of special-purpose government, whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 (hereinafter called the "Grantor"), and the CITY OF ORLANDO, FLORIDA, a Florida municipal corporation, whose post office address is 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter called the "Grantee").

(Whenever used herein the terms "Grantor and Grantee" shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

#### WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of Orange, State of Florida, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Property").

**TOGETHER WITH** all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the Property was free from all encumbrances made by it, and that it will warrant and defend the title to the Property against the lawful claims of all persons claiming, by through or under the Grantor, but against none other; provided that this conveyance is made subject to covenants, restrictions and easements of record; however, such references shall not serve to reimpose the same.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written. Signed, sealed and delivered BOGGY CREEK IMPROVEMENT **DISTRICT**, a local unit of specialpurpose government Richard Levey, ddress: 3501 QUADRANGLE BLVD STE 270 Address: 3501 Quadrangic Bld. SIC. 270 Ordando FL 32817 STATE OF FLORIDA COUNTY OF Drange The foregoing instrument was acknowledged before me by means of physical presence or □ online notarization, this day of April Levey, as Chairperson of the Boggy Creek Improvement District, who is personally known to me or has produced as identification. (Signature of Notary Public) Notary Public State of Florida Victoria L Mullins
My Commission
HH 253688
EXP. 5/6/2026 Victoria L Mullins

(Typed Name of Notary Public) Notary Public, State of Florida

My Commission Expires:

Commission No.:

### Exhibit A

### **Description of the Property**

Tract B, LAKE NONA SOUTH PARCEL 19C, according to the plat thereof, recorded in the Plat Book 95, Page 87, in the Public Records of Orange County, Florida.

Operation and Maintenance Expenditures Paid in February 2024 in an amount totaling \$106,134.14

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

### **Operation and Maintenance Expenditures** For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from February 1, 2024 through February 29, 2024. This does not include expenditures previously approved by the Board.

\$106 134 14

The total items being presented:	\$106,134.14	
Approval of Expenditures:		
Chairman		
Vice Chairman		
Assistant Secretary		

#### **Boggy Creek Improvement District**

AP Check Register (Current by Bank)

Check Dates: 2/1/2024 to 2/29/2024

Check No.	Date	Status*	Vendor ID	Payee Name		Amount
BANK ID: ON	I-ACH - CITY	NATIONAL BA	NK - ACH & WIRE	s		001-101-0000-00-01
0002	02/12/24		BEEP	Beep, Inc.		\$20,524.17
0003	02/15/24		OUC	Orlando Utilities Commission		\$10,844.23
					BANK OM-ACH REGISTER TOTAL:	\$31,368.40
BANK ID: SU	N - CITY NAT	IONAL BANK				001-101-0000-00-01
04	02/01/24	Р	DONMC	Donald W. McIntosh Associates		\$756.26
05	02/01/24	Р	KUTAK	Kutak Rock		\$2,277.45
06	02/01/24	Р	VGLOBA	VGlobalTech		\$435.00
07	02/09/24		DWC	DWC Outdoors & Hauling		\$8,700.00
08	02/14/24		AWC	Aquatic Weed Control, Inc.		\$835.00
09	02/14/24		CEPRA	Cepra Landscape		\$5,873.00
10	02/21/24	Р	DONMC	Donald W. McIntosh Associates		\$187.50
4211	02/21/24	Р	PFMGC	PFM Group Consulting		\$3,541.67
12	02/23/24	Р	BERCON	Berman Construction		\$3,000.01
13	02/23/24	Р	CEPRA	Cepra Landscape		\$48,759.85
14	02/27/24	Р	RLEVEY	Richard Levey		\$200.00
15	02/27/24	Р	TCZAPK	Thaddeus Czapka		\$200.00
					BANK SUN REGISTER TOTAL:	\$74,765.74
					GRAND TOTAL	\$106,134.14

	74,765.74	Checks 4204-4215
	10,844.23	PA 622 - OUC invoice paid online
	20,524.17	FR 60 - BEEP payment
1	106,134.14	O&M Cash Spent

<sup>\*</sup> Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void ( Void Date ); "A" - Application; "E" - EFT

<sup>\*\*</sup> Denotes broken check sequence.

## Funding Request #060

1/5/2024

Item	Payee	Invoice	General		
No.		Number	Fund		
1	<b>BEEP</b> Shuttle Services Provided - 2 Vans	497	\$ 20,524.17		

TOTAL \$ 20,524.17

## Payment Authorization #619

1/19/2024

ltem	Payee Invoice		General	
No.	Number		Fund	
1	Donald W McIntosh Associates	45240	\$	756.26
2	VGlobalTech	5678	\$	300.00
	VGlobalTech	5799	\$	135.00
		TOTAL	\$	1.191.26

### Payment Authorization #620

1/26/2024

Item No.		Payee	Invoice Number	General Fund
1	Kutak Rock		3340850	\$ 2,277.45
			TOTAL	\$ 2,277.45

### Payment Authorization #621

2/2/2024

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction	42653	\$ 3,000.01
2	Cepra Landscaping Cepra Landscaping	O-S5498 O-S5504	\$ 24,832.77 \$ 23,927.08
3	DWC Outdoors & Hauling	2742	\$ 8,700.00
		TOTAL	\$ 60,459.86

### Payment Authorization #622

2/9/2024

Item No.	Payee	Invoice Number	 General Fund
1	Aquatic Weed Control	92594	\$ 835.00
2	Cepra Landscaping	O-S5536	\$ 738.00
	Cepra Landscaping	O-S5537	\$ 305.00
	Cepra Landscaping	O-S5538	\$ 1,223.00
	Cepra Landscaping	O-S5539	\$ 660.00
	Cepra Landscaping	O-S5540	\$ 663.00
	Cepra Landscaping	O-S5541	\$ 917.00
	Cepra Landscaping	O-S5542	\$ 669.00
	Cepra Landscaping	O-S5543	\$ 698.00
3	OUC	<del></del>	\$ 10,844.23

TOTAL \$ 17,552.23

### Payment Authorization #623

2/16/2024

ltem No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates	45360	\$ 187.50
2	PFM Group Consulting	DM-02-2024-06	\$ 3,541.67
		TOTAL	\$ 3,729.17

### Payment Authorization #624

2/23/2024

Item No.	Payee	Invoice Number	Seneral Fund
1	Richard Levey		\$ 200.00
2	Thad Czapka		\$ 200.00
		TOTAL	\$ 400.00

Operation and Maintenance Expenditures Paid in March 2024 in an amount totaling \$76,637.51 (provided under separate cover)

Requisition No. 439 – 440
Paid in February 2024 in an amount totaling \$12,949.86

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

### Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from February 1, 2024 through February 29, 2024. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
2013-439 2013-440	Donald W. McIntosh Associates Orlando Sentinel	\$12,473.50 \$476.36
		\$12,949.86

### 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**: 439

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

(C) **Amount Payable**: \$12,473.50

- (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 45361 for Project 23218 (Lake Nona Boggy Creek) Through 01/26/2024 \$237.50
  - 2. Invoice 45364 for Project 22542 (Lake Nona South Lift Station No. 9 and 6,000 LF of 10" Force Main) Through 01/26/2024 \$12,236.00
- (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.

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 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 OR 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** 

### 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: 440

B) Name of Payee: Orlando Sentinel

C) Amount Payable: \$476.36

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 87032206000 for Reference OSC87032206 (Ads #7551696, 7571419) 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.

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 and Event of Default but for the requirement that notice be given or time elapse or both.

Page 1 of 2

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

Requisition No. 441 – 442
Paid in March 2024 in an amount totaling \$1,102.25

(provided under separate cover)

Work Authorizations/Proposed Services (if applicable)

District's Financial Position and Budget to Actual YTD

#### Statement of Financial Position As of 2/29/2024

	General	Debt Service Capital Projects		General Long- Term Debt	Total
		<u>Assets</u>			
Current Assets					
General Checking Account	\$493,769.60				\$493,769.60
State Board of Administration	1,408.59				1,408.59
Accounts Receivable - Due from Developer	20,291.25				20,291.25
Assessments Receivable	546,967.17				546,967.17
Due From Other Governmental Units	17,932.43				17,932.43
Deposits	5,000.00				5,000.00
Infrastructure Capital Reserve	101,071.79				101,071.79
Interchange Maintenance Reserve	11,825.57				11,825.57
Assessments Receivable		\$2,637,294.98			2,637,294.98
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		2,156,626.34			2,156,626.34
Revenue Series 2023		582,827.46			582,827.46
Interest Series 2023		3,854.40			3,854.40
General Checking Account			\$13,136.02		13,136.02
Acquisition/Construction Series 2013			29,034.17		29,034.17
Acquisition/Construction Series 2023			2,929.33		2,929.33
Due From Other Governmental Units			381.09		381.09
Total Current Assets	\$1,198,266.40	\$9,912,940.81	\$45,480.61	\$0.00	\$11,156,687.82
<u>Investments</u>					
Amount Available in Debt Service Funds				\$7,275,645.83	\$7,275,645.83
Amount To Be Provided				53,469,354.17	53,469,354.17
Total Investments	\$0.00	\$0.00	\$0.00	\$60,745,000.00	\$60,745,000.00
Total Assets	\$1,198,266.40	\$9,912,940.81	\$45,480.61	\$60,745,000.00	\$71,901,687.82

### Statement of Financial Position As of 2/29/2024

	General	Debt Service	Debt Service Capital Projects		Total						
<u>Liabilities and Net Assets</u>											
Current Liabilities											
Accounts Payable	\$20,291.25				\$20,291.25						
Deferred Revenue	567,258.42				567,258.42						
Deferred Revenue		\$2,637,294.98			2,637,294.98						
Total Current Liabilities	\$587,549.67	\$2,637,294.98	\$0.00	\$0.00	\$3,224,844.65						
Long Term Liabilities											
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	\$587,549.67	\$2,637,294.98	\$0.00	\$60,745,000.00	\$63,969,844.65						
Net Assets											
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	39,544.79				39,544.79						
Net Assets, Unrestricted		(\$1,969,049.31)			(1,969,049.31)						
Current Year Net Assets, Unrestricted		1,170,661.11			1,170,661.11						
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			58,423.00		58,423.00						
Net Assets - General Government			26,696,976.16		26,696,976.16						
Total Net Assets	\$610,716.73	\$7,275,645.83	\$45,480.61	\$0.00	\$7,931,843.17						
Total Liabilities and Net Assets	\$1,198,266.40	\$9,912,940.81	\$45,480.61	\$60,745,000.00	\$71,901,687.82						

### Statement of Activities As of 2/29/2024

	General	Debt Service	Capital Projects	General Long- Term Debt	Total
Revenues					
On-Roll Assessments	\$67,437.83				\$67,437.83
Off-Roll Assessments	306,050.44				306,050.44
Developer Contributions	60,044.17				60,044.17
Other Income & Other Financing Sources	484.24				484.24
On-Roll Assessments		\$392,796.19			392,796.19
Off-Roll Assessments		2,133,182.76			2,133,182.76
Inter-Fund Group Transfers In		(87,598.59)			(87,598.59)
Developer Contributions			\$33,592.00		33,592.00
Inter-Fund Transfers In			87,598.59		87,598.59
Total Revenues	\$434,016.68	\$2,438,380.36	\$121,190.59	\$0.00	\$2,993,587.63
Expenses					
Supervisor Fees	\$1,000.00				\$1,000.00
Public Officials' Liability Insurance	4,028.00				4,028.00
Trustee Services	1,718.62				1,718.62
Management	17,708.35				17,708.35
Engineering	1,256.26				1,256.26
District Counsel	5,651.52				5,651.52
Assessment Administration	15,000.00				15,000.00
Travel and Per Diem	20.66				20.66
Legal Advertising	688.43				688.43
Bank Fees	1.00				1.00
Property Taxes	78.60				78.60
Web Site Maintenance	840.00				840.00
Holiday Decorations	500.00				500.00
Dues, Licenses, and Fees	175.00				175.00
Electric	2,219.14				2,219.14
Water Reclaimed	7,271.74				7,271.74
General Insurance	4,570.00				4,570.00
Property & Casualty	6,173.00				6,173.00
Irrigation Parts	16,504.74				16,504.74
Landscaping Maintenance & Material	123,966.40				123,966.40
Tree Trimming	8,700.00				8,700.00
Contingency	575.31				575.31
IME - Aquatics Maintenance	1,356.90				1,356.90

### Statement of Activities As of 2/29/2024

	General	Debt Service	Capital Projects	General Long- Term Debt	Total
IME - Irrigation	1,341.28				1,341.28
IME - Landscaping	38,881.50				38,881.50
IME - Lighting	192.29				192.29
IME - Water Reclaimed	165.05				165.05
Entry and Wall Maintenance	5,400.00				5,400.00
Shuttle Financing - Maintenance	13,599.92				13,599.92
Shuttle Financing - BEEP Operating Costs	66,735.50				66,735.50
IME - Landscape Improvements	5,320.25				5,320.25
Streetlights	28,743.92				28,743.92
Personnel Leasing Agreement	15,000.05				15,000.05
Interest Payments (Series 2013)		\$1,108,921.88			1,108,921.88
Interest Payments (Series 2023)		251,674.12			251,674.12
Management			\$8,500.00		8,500.00
Engineering			48,193.01		48,193.01
District Counsel			213.50		213.50
Legal Advertising			201.81		201.81
Contingency			6,294.00		6,294.00
Total Expenses	\$395,383.43	\$1,360,596.00	\$63,402.32	\$0.00	\$1,819,381.75
Other Revenues (Expenses) & Gains (Losses)					
Interest Income	\$911.54				\$911.54
Dividend Income		\$92,876.75			92,876.75
Interest Income			\$0.83		0.83
Dividend Income			633.90		633.90
Total Other Revenues (Expenses) & Gains (Losses)	\$911.54	\$92,876.75	\$634.73	\$0.00	\$94,423.02
Change In Net Assets	\$39,544.79	\$1,170,661.11	\$58,423.00	\$0.00	\$1,268,628.90
Net Assets At Beginning Of Year	\$571,171.94	\$6,104,984.72	(\$12,942.39)	\$0.00	\$6,663,214.27
Net Assets At End Of Year	\$610,716.73	\$7,275,645.83	\$45,480.61	\$0.00	\$7,931,843.17

Budget to Actual For the Month Ending 2/29/2024

		Actual Budget		Variance		FY 2024 Adopted Budget		Percentage Spent	
Revenues									
Assessments	\$	373,488.27	\$	383,523.10	\$	(10,034.83)	\$	920,455.44	40.58%
Developer Contributions		60,044.17		302,216.54		(242,172.37)		725,319.70	8.28%
Carryforward Revenue		40,871.95		40,871.95		-		98,092.69	41.67%
Other Income & Other Financing Sources		484.24		-		484.24		-	
Net Revenues	\$	474,888.63	\$	726,611.59	\$	(251,722.96)	\$	1,743,867.83	27.23%
General & Administrative Expenses									
Legislative									
Supervisor Fees	\$	1,000.00	\$	2,000.00	\$	(1,000.00)	\$	4,800.00	20.83%
Financial & Administrative									
Public Officials' Liability Insurance		4,028.00		1,791.67		2,236.33		4,300.00	93.67%
Trustee Services		1,718.62		3,541.67		(1,823.05)		8,500.00	20.22%
Management		17,708.35		17,708.33		0.02		42,500.00	41.67%
Engineering		1,256.26		4,791.67		(3,535.41)		11,500.00	10.92%
Disclosure		-		4,166.67		(4,166.67)		10,000.00	0.00%
Property Appraiser		-		208.33		(208.33)		500.00	0.00%
District Counsel		5,651.52		14,583.33		(8,931.81)		35,000.00	16.15%
Assessment Administration		15,000.00		6,250.00		8,750.00		15,000.00	100.00%
Reamortization Schedules		-		104.17		(104.17)		250.00	0.00%
Audit		-		1,666.67		(1,666.67)		4,000.00	0.00%
Arbitrage Calculation		-		500.00		(500.00)		1,200.00	0.00%
Travel and Per Diem		20.66		125.00		(104.34)		300.00	6.89%
Telephone		-		20.83		(20.83)		50.00	0.00%
Postage & Shipping		-		208.33		(208.33)		500.00	0.00%
Copies		-		208.33		(208.33)		500.00	0.00%
Legal Advertising		688.43		2,083.33		(1,394.90)		5,000.00	13.77%
Bank Fees		1.00		150.00		(149.00)		360.00	0.28%
Miscellaneous		-		416.68		(416.68)		1,000.00	0.00%
Meeting Room		-		333.33		(333.33)		800.00	0.00%
Office Supplies		-		112.50		(112.50)		270.00	0.00%
Property Taxes		78.60		62.50		16.10		150.00	52.40%
Web Site Maintenance		840.00		1,250.00		(410.00)		3,000.00	28.00%
Holiday Decorations		500.00		208.33		291.67		500.00	100.00%
Dues, Licenses, and Fees		175.00		72.92		102.08		175.00	100.00%
Total General & Administrative Expenses	\$	48,666.44	\$	62,564.59	\$	(13,898.15)	\$	150,155.00	32.41%

Budget to Actual For the Month Ending 2/29/2024

Entry Lightling		Actual	Budget	Variance		FY 2024 pted Budget	Percentage Spent	
Electric   \$ 2,219.14   \$ 2,500.00   \$ (280.86)   \$ 6,000.00   \$ 0.00     Water-Sewer Combination Services   Water Reclaimed   7,271.74   12,500.00   (5,228.26)   30,000.00   24,24     Chiter Physical Environment   Caneral Insurance   4,570.00   2,041.67   2,528.33   4,000.00   39,27     Chiter Physical Environment   6,500.00   2,708.33   3,464.67   6,500.00   49,97     Chiter Physical Environment   18,000.00   2,708.33   3,464.67   6,550.00   0,650.00   24,57     Chiter Physical Environment   18,000.00   2,708.33   3,464.67   6,550.00   0,600.00   2,751.10     Landscaping Maintenance & Material   123,966.40   155,925.00   (31,958.60)   374,220.00   33,13     Landscaping Maintenance & No.   1,000.00   1,000.00   1,000.00   1,000.00     Tree Trimming   8,700.00   8,333.33   (2,708.33)   6,500.00   0,000.00     Tree Trimming   8,700.00   8,350.00   1,000.00   1,000.00     Contingency   575.31   2,208.33   (1,638.30)   5,000.00   1,000.00     Contingency   575.31   2,208.33   (1,638.30)   5,000.00   1,000.00     Maintenance   -	Field Operations Expenses							
Entry Lighting	Electric Utility Services							
Water-Sewer Combination Services         Water Reclaimed         7,271,74         12,500.00         (5,228,26)         30,000.00         24,24           Other Physical Environment         Content Insurance         4,570.00         2,041.67         2,528,33         4,900.00         94,97           Other Insurance         4,570.00         2,041.67         (11,67)         100.00         0.00           Other Insurance         -         416.77         (41.67)         100.00         0.00           Irrigation Repairs         16,504.74         25,000.00         (8,495.28)         60,000.00         27.51           Landscaping Maintenance & Material         133,966.40         155,925.00         (31,958.60)         374,220.00         33.13           Landscape Improvements         -         -         27,083.33         (26,083.33)         65,000.00         0.00           Contingency         575.31         2,208.33         (16,330.30)         5,300.00         10,350           Pest Control         -         2,583.33         (20,833.33)         (20,000.00         43.50           Unsurance         -         2,083.33         (20,833.33)         (20,000.00         0.00           Multi- Findancing         13,599.92         90,000.00         (76,400.08)	Electric	\$ 2,219.14	\$ 2,500.00	\$ (280.86)	\$	6,000.00	36.99%	
Marie Reclaimed   7,271.74   12,500.00   (5,228.26)   30,000.00   24,24   Other Physical Environment   Ceneral Insurance   4,570.00   2,041.67   2,528.33   4,900.00   93,27   Property & Casualty   6,173.00   2,708.33   3,464.67   6,500.00   94,97   Other Insurance   - 4,41.67   (41,67)   100.00   0,00   Irrigation Repairs   16,504.74   25,000.00   (8,495.26)   60,000.00   27,51   1,241.26	Entry Lighting	-	208.33	(208.33)		500.00	0.00%	
Number   N	Water-Sewer Combination Services							
General Insurance	Water Reclaimed	7,271.74	12,500.00	(5,228.26)		30,000.00	24.24%	
Property & Casualty	Other Physical Environment							
Other Insurance         -         41.67         (41.67)         100.00         0.00           Irigation Repairs         16,504.74         25,000.00         (8,495.26)         60,000.00         27.51           Landscapely Maintenance & Material         123,966.40         155,925.00         (31,985.60)         374,220.00         33.13           Landscape Improvements         -         27,083.33         (27,083.33)         65,000.00         0.00           Cortingency         575.31         2,208.33         (1,683.02)         5,000.00         10.85           Cortingency         575.31         2,208.33         (1,683.02)         5,000.00         0.00           Shuttle Financing             2,083.33         (2,083.33)         5,000.00         0.00           Maintenance         1,599.92         90.000.00         (76,400.08)         216,000.00         6.30           Vehicle Cost (Loan Payment)         -         60,966.54         (60,966.54)         146,319.70         0.00           BEEP Operating Costs         66,735.50         149,166.67         (82,431.17)         358,000.00         18.64           Interchange Maintenance Expenses         1,356.90         1,435.42         (78.52)         3	General Insurance	4,570.00	2,041.67	2,528.33		4,900.00	93.27%	
Irrigation Repairs	Property & Casualty	6,173.00	2,708.33	3,464.67		6,500.00	94.97%	
Landscaping Maintenance & Material Landscape Improvements - 27,083-33 (27,083-33) 65,000,00 0.00 Tree Trimming 8,000 0.8,333-33 36667 20,000,00 10,85 Contingency 575.31 2,208.33 (1,633.02) 5,300,00 10,85 Pest Control - 2,283.33 (1,633.02) 5,300,00 10,85 Pest Control - 2,283.33 (1,633.02) 5,300,00 10,85 Pest Control - 2,283.33 (1,683.02) 5,300,00 0.00 Shuttle Financing Insurance - 2,208.33 (2,083.33) 5,000,00 0.00 Maintenance 13,599.92 90,000.00 (76,400.08) 216,000,00 6.30 Vehicle Cost (Loan Payment) - 6,0966.54 (60,966.54) 146,319.70 0.00 BEEP Operating Costs 66,735.50 149,166.67 (82,431.17) 358,000,00 18.64 Interchange Maintenance Expenses IME - Aquatics Maintenance = 1,356.90 14,9166.67 (82,431.17) 358,000,00 18.64 Interchange Maintenance = 1,356.90 1,435.42 (78.52) 3,445.00 39.39 IME - Intigation Repair 1,341.28 1,354.17 (12.89) 3,250,00 41.27 IME - Landscaping 38,881.50 38,881.51 (0,01) 93,315.53 41.67 IME - Lighting 192.29 541.67 (349.38) 1,300,00 14.79 IME - Miscer Reclaimed 16,505 38,881.51 (0,01) 93,315.63 41.67 IME - Lighting 192.29 541.67 (349.38) 1,300,00 14.79 IME - Mark Reclaimed 16,505 (512.03) 1,625.00 10.01 IME - Water Reclaimed 16,505 (512.03) 1,625.00 10.01 IME - Water Reclaimed 5,300.05 6,250.00 (850.00) 15,000.00 40.93 Road & Street Facilities Entry and Wall Maintenance Reserve - 9,83.33 (93.33) 2,366.07 0.00 Personnel Leasing Agreement 15,000.05 15,000.00 0.05 36,000.00 41.67 Reserves Infrastructure Capital Reserve - 9,83.33 (93.33) 2,366.07 0.00 Interchange Maintenance Reserve - 9,83.33 (93.33) 2,360.00 0.00 Total Field Operations Expenses \$ 346,716.99 \$ 664,338.67 \$ (317,621.68) \$ 1,744,567.83 22.66 Income (Loss) from Operations \$ 79,505.20 \$ (291.67) \$ 79,796.87 \$ (700.00)	Other Insurance	_	41.67	(41.67)		100.00	0.00%	
Landscape Improvements	Irrigation Repairs	16,504.74	25,000.00	(8,495.26)		60,000.00	27.51%	
Tree Trimming         8,700.00         8,333.33         366.67         20,000.00         43,50           Contingency         575.31         2,208.33         (1,633.02)         5,000.00         10.88           Pest Control         -         1,258.33         (1,258.33)         3,000.00         0.00           Shuttle Financing           Insurance         -         2,083.33         (2,083.33)         5,000.00         0.00           Maintenance         13,559.92         90,000.00         (76,400.08)         216,000.00         6.30           Vehicle Cost (Loan Payment)         -         60,966.54         (60,966.54)         146,319.70         0.00           BEEP Operating Costs         66,735.50         149,166.67         (82,431.17)         358,000.00         18.64           Interchange Maintenance         1,356.90         1,435.42         (78.52)         3,445.00         39.39           IME - Ingation Repair         1,341.28         1,354.17         (12.89)         3,250.00         41.27           IME - Lindscapping         38,881.51         (0.01)         99,315.63         41.67           IME - Lindscape Improvements         5,320.25         5,416.67         (96.42)         13,000.0         10.00	Landscaping Maintenance & Material	123,966.40	155,925.00	(31,958.60)		374,220.00	33.13%	
Contingency   575,31	Landscape Improvements	-	27,083.33	(27,083.33)		65,000.00	0.00%	
Pest Control	Tree Trimming	8,700.00	8,333.33	366.67		20,000.00	43.50%	
Shuttle Financing	Contingency	575.31	2,208.33	(1,633.02)		5,300.00	10.85%	
Insurance	Pest Control	-	1,258.33	(1,258.33)		3,020.00	0.00%	
Maintenance         13,599,92         90,000.00         (76,400.08)         216,000.00         6.30           Vehicle Cost (Loan Payment)         -         60,966.54         (60,966.54)         146,319.70         0.00           BEEP Operating Costs         66,735.50         149,166.67         (82,431.17)         358,000.00         18.64           Interchange Maintenance Expenses         IME - Aquatics Maintenance         1,356.90         1,435.42         (78.52)         3,445.00         39.38           IME - Irrigation Repair         1,341.28         1,354.17         (12.89)         3,250.00         41.27           IME - Lighting         192.29         541.67         (349.38)         1,300.00         14.79           IME - Miscellaneous         -         2,708.33         (2,708.33)         6,500.00         0.00           IME - Landscape Improvements         5,320.25         5,416.67         (96.42)         13,000.00         40.93           Road & Street Facilities         8         28,743.92         40,662.85         (11,918.93)         97,590.83         29.45           Parks & Recreation         28,743.92         40,662.85         (11,918.93)         97,590.83         29.45           Parks & Recreation         29,800.00         0.00         0.05 <td>Shuttle Financing</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	Shuttle Financing							
Vehicle Cost (Loan Payment)         -         60,966.54         (60,966.54)         146,319.70         0.00           BEEP Operating Costs         66,735.50         149,166.67         (82,431.17)         358,000.00         18.64           Interchange Maintenance Expenses         IME - Aquatics Maintenance         1,356.90         1,435.42         (78.52)         3,445.00         39.39           IME - Irrigation Repair         1,341.28         1,354.17         (12.89)         3,250.00         41.27           IME - Landscaping         38,881.50         38,881.51         (0.01)         93,315.63         41.67           IME - Hiscellaneous         -         2,708.33         (2,708.33)         1,300.00         14.79           IME - Water Reclaimed         165.05         677.08         (512.03)         1,625.00         10.18           IME - Landscape Improvements         5,320.25         5,416.67         (96.42)         13,000.00         40.93           Road & Street Facilities         Entry and Wall Maintenance         5,400.00         6,250.00         (850.00)         15,000.00         36.00           Streetlights         28,743.92         40,662.85         (11,918.93)         97,590.83         29.45           Parks & Recreation         291.500.00         0.05<	Insurance	_	2,083.33	(2,083.33)		5,000.00	0.00%	
BEEP Operating Costs   66,735.50   149,166.67   (82,431.17)   358,000.00   18.64     Interchange Maintenance Expenses	Maintenance	13,599.92	90,000.00	(76,400.08)		216,000.00	6.30%	
Interchange Maintenance Expenses   MR - Aquatics Maintenance	Vehicle Cost (Loan Payment)	-	60,966.54	(60,966.54)		146,319.70	0.00%	
IME - Aquatics Maintenance         1,356.90         1,435.42         (78.52)         3,445.00         39.39           IME - Irrigation Repair         1,341.28         1,354.17         (12.89)         3,250.00         41.27           IME - Landscaping         38,881.50         38,881.51         (0.01)         93,315.63         41.67           IME - Lighting         192.29         541.67         (349.38)         1,300.00         14.79           IME - Miscellaneous         -         2,708.33         (2,708.33)         6,500.00         0.00           IME - Water Reclaimed         165.05         677.08         (512.03)         1,625.00         10.16           IME - Landscape Improvements         5,320.25         5,416.67         (96.42)         13,000.00         40.93           Road & Street Facilities         28.743.92         40,662.85         (11,918.93)         97,590.83         29.45           Parks & Recreation         28,743.92         40,662.85         (11,918.93)         97,590.83         29.45           Parks & Recreation         29.00         0.05         36,000.00         41.67         41.67           Reserves         -         8,402.78         (8,402.78)         20,166.67         0.00           Interchange Maintena	BEEP Operating Costs	66,735.50	149,166.67	(82,431.17)		358,000.00	18.64%	
IME - Irrigation Repair	Interchange Maintenance Expenses							
IME - Landscaping         38,881.50         38,881.51         (0.01)         93,315.63         41.67           IME - Lighting         192.29         541.67         (349.38)         1,300.00         14.79           IME - Miscellaneous         -         2,708.33         (2,708.33)         6,500.00         0.00           IME - Water Reclaimed         165.05         677.08         (512.03)         1,625.00         10.16           IME - Landscape Improvements         5,320.25         5,416.67         (96.42)         13,000.00         40.93           Road & Street Facilities         Entry and Wall Maintenance         5,400.00         6,250.00         (850.00)         15,000.00         36.00           Streetlights         28,743.92         40,662.85         (11,918.93)         97,590.83         29.45           Parks & Recreation         Personnel Leasing Agreement         15,000.05         15,000.00         0.05         36,000.00         41.67           Reserves         Infrastructure Capital Reserve         -         8,402.78         (8,402.78)         20,166.67         0.00           Interchange Maintenance Reserve         -         983.33         (983.33)         2,360.00         0.00           Total Field Operations Expenses         \$ 395,383.43         <	IME - Aquatics Maintenance	1,356.90	1,435.42	(78.52)		3,445.00	39.39%	
IME - Lighting         192.29         541.67         (349.38)         1,300.00         14.79           IME - Miscellaneous         -         2,708.33         (2,708.33)         6,500.00         0.00           IME - Water Reclaimed         165.05         677.08         (512.03)         1,625.00         10.16           IME - Landscape Improvements         5,320.25         5,416.67         (96.42)         13,000.00         40.93           Road & Street Facilities         Entry and Wall Maintenance         5,400.00         6,250.00         (850.00)         15,000.00         36.00           Streetlights         28,743.92         40,662.85         (11,918.93)         97,590.83         29.45           Parks & Recreation         15,000.05         15,000.00         0.05         36,000.00         41.67           Reserves         Infrastructure Capital Reserve         -         8,402.78         (8,402.78)         20,166.67         0.00           Interchange Maintenance Reserve         -         983.33         (983.33)         2,360.00         0.00           Total Field Operations Expenses         \$ 346,716.99         \$ 664,338.67         \$ (317,621.68)         \$ 1,594,412.83         21.75           Total Expenses         \$ 395,383.43         \$ 726,903.26	IME - Irrigation Repair	1,341.28	1,354.17	(12.89)		3,250.00	41.27%	
IME - Miscellaneous	IME - Landscaping	38,881.50	38,881.51	(0.01)		93,315.63	41.67%	
IME - Water Reclaimed         165.05         677.08         (512.03)         1,625.00         10.16           IME - Landscape Improvements         5,320.25         5,416.67         (96.42)         13,000.00         40.93           Road & Street Facilities         Entry and Wall Maintenance         5,400.00         6,250.00         (850.00)         15,000.00         36.00           Streetlights         28,743.92         40,662.85         (11,918.93)         97,590.83         29.45           Parks & Recreation         Personnel Leasing Agreement         15,000.05         15,000.00         0.05         36,000.00         41.67           Reserves         Infrastructure Capital Reserve         -         8,402.78         (8,402.78)         20,166.67         0.00           Interchange Maintenance Reserve         -         983.33         (983.33)         2,360.00         0.00           Total Field Operations Expenses         \$ 346,716.99         \$ 664,338.67         \$ (317,621.68)         \$ 1,594,412.83         21.75           Total Expenses         \$ 395,383.43         \$ 726,903.26         \$ (331,519.83)         \$ 1,744,567.83         22.66           Income (Loss) from Operations         \$ 79,505.20         \$ (291.67)         \$ 79,796.87         \$ (700.00)	IME - Lighting	192.29	541.67	(349.38)		1,300.00	14.79%	
IME - Landscape Improvements         5,320.25         5,416.67         (96.42)         13,000.00         40.93           Road & Street Facilities         Entry and Wall Maintenance         5,400.00         6,250.00         (850.00)         15,000.00         36.00           Streetlights         28,743.92         40,662.85         (11,918.93)         97,590.83         29.45           Parks & Recreation         Reserves           Infrastructure Capital Reserve         -         8,402.78         (8,402.78)         20,166.67         0.00           Interchange Maintenance Reserve         -         983.33         (983.33)         2,360.00         0.00           Total Field Operations Expenses         \$ 346,716.99         \$ 664,338.67         \$ (317,621.68)         \$ 1,594,412.83         21.75           Total Expenses         \$ 395,383.43         \$ 726,903.26         \$ (331,519.83)         \$ 1,744,567.83         22.66           Income (Loss) from Operations         \$ 79,505.20         \$ (291.67)         \$ 79,796.87         \$ (700.00)           Other Income (Expense)         \$ 911.54         \$ 291.67         \$ 619.87         \$ 700.00         130.22           Total Other Income (Expense)         \$ 911.54         \$ 291.67         \$ 619.87         \$ 700.00         130.22<	IME - Miscellaneous	_	2,708.33	(2,708.33)		6,500.00	0.00%	
Road & Street Facilities   Entry and Wall Maintenance   5,400.00   6,250.00   (850.00)   15,000.00   36.00   Streetlights   28,743.92   40,662.85   (11,918.93)   97,590.83   29.45     Parks & Recreation	IME - Water Reclaimed	165.05	677.08	(512.03)		1,625.00	10.16%	
Entry and Wall Maintenance 5,400.00 6,250.00 (850.00) 15,000.00 36.00 Streetlights 28,743.92 40,662.85 (11,918.93) 97,590.83 29.45 (11,918.93) 97,590.83 29.45 (11,918.93) 97,590.83 29.45 (11,918.93) 97,590.83 29.45 (11,918.93) 97,590.83 29.45 (11,918.93) 97,590.83 29.45 (11,918.93) 97,590.83 29.45 (11,918.93) 97,590.83 29.45 (11,918.93) 97,590.83 29.45 (11,918.93) 97,590.83 29.45 (11,918.93) 97,590.83 29.45 (11,918.93) 97,590.83 (11,918	IME - Landscape Improvements	5,320.25	5,416.67	(96.42)		13,000.00	40.93%	
Streetlights         28,743.92         40,662.85         (11,918.93)         97,590.83         29.45           Parks & Recreation         Personnel Leasing Agreement         15,000.05         15,000.00         0.05         36,000.00         41.67           Reserves         Infrastructure Capital Reserve         -         8,402.78         (8,402.78)         20,166.67         0.00           Interchange Maintenance Reserve         -         983.33         (983.33)         2,360.00         0.00           Total Field Operations Expenses         \$ 346,716.99         \$ 664,338.67         \$ (317,621.68)         \$ 1,594,412.83         21.75           Total Expenses         \$ 395,383.43         \$ 726,903.26         \$ (331,519.83)         \$ 1,744,567.83         22.66           Income (Loss) from Operations         \$ 79,505.20         (291.67)         \$ 79,796.87         \$ (700.00)           Other Income (Expense)         \$ 911.54         \$ 291.67         \$ 619.87         \$ 700.00         130.22           Total Other Income (Expense)         \$ 911.54         \$ 291.67         \$ 619.87         \$ 700.00         130.22	Road & Street Facilities							
Parks & Recreation         Personnel Leasing Agreement         15,000.05         15,000.00         0.05         36,000.00         41.67           Reserves         Infrastructure Capital Reserve         -         8,402.78         (8,402.78)         20,166.67         0.00           Interchange Maintenance Reserve         -         983.33         (983.33)         2,360.00         0.00           Total Field Operations Expenses         \$ 346,716.99         \$ 664,338.67         \$ (317,621.68)         \$ 1,794,412.83         21.75           Total Expenses         \$ 395,383.43         \$ 726,903.26         \$ (331,519.83)         \$ 1,744,567.83         22.66           Income (Loss) from Operations         \$ 79,505.20         \$ (291.67)         \$ 79,796.87         \$ (700.00)           Other Income (Expense)         \$ 911.54         \$ 291.67         \$ 619.87         \$ 700.00         130.22           Total Other Income (Expense)         \$ 911.54         \$ 291.67 <th col<="" td=""><td>Entry and Wall Maintenance</td><td>5,400.00</td><td>6,250.00</td><td>(850.00)</td><td></td><td>15,000.00</td><td>36.00%</td></th>	<td>Entry and Wall Maintenance</td> <td>5,400.00</td> <td>6,250.00</td> <td>(850.00)</td> <td></td> <td>15,000.00</td> <td>36.00%</td>	Entry and Wall Maintenance	5,400.00	6,250.00	(850.00)		15,000.00	36.00%
Personnel Leasing Agreement         15,000.05         15,000.00         0.05         36,000.00         41.67           Reserves         Infrastructure Capital Reserve         -         8,402.78         (8,402.78)         20,166.67         0.00           Interchange Maintenance Reserve         -         983.33         (983.33)         2,360.00         0.00           Total Field Operations Expenses         \$ 346,716.99         \$ 664,338.67         \$ (317,621.68)         \$ 1,594,412.83         21.75           Total Expenses         \$ 395,383.43         \$ 726,903.26         \$ (331,519.83)         \$ 1,744,567.83         22.66           Income (Loss) from Operations         \$ 79,505.20         \$ (291.67)         \$ 79,796.87         \$ (700.00)           Other Income (Expense)         \$ 911.54         \$ 291.67         \$ 619.87         \$ 700.00         130.22           Total Other Income (Expense)         \$ 911.54         \$ 291.67         \$ 619.87         \$ 700.00         130.22	Streetlights	28,743.92	40,662.85	(11,918.93)		97,590.83	29.45%	
Reserves   Infrastructure Capital Reserve   - 8,402.78   (8,402.78)   20,166.67   0.00     Interchange Maintenance Reserve   - 983.33   (983.33)   2,360.00   0.00     Total Field Operations Expenses   \$346,716.99   \$664,338.67   \$(317,621.68)   \$1,594,412.83   21.75     Total Expenses   \$395,383.43   726,903.26   \$(331,519.83)   \$1,744,567.83   22.66     Income (Loss) from Operations   \$79,505.20   \$(291.67)   \$79,796.87   \$(700.00)     Other Income (Expense)   Interest Income (Expense)   \$911.54   \$291.67   \$619.87   \$700.00   130.22     Total Other Income (Expense)   \$911.54   \$291.67   \$619.87   \$700.00   130.22     Total Other Income (Expense)   \$911.54   \$291.67   \$619.87   \$700.00   130.22     Total Other Income (Expense)   \$911.54   \$291.67   \$619.87   \$700.00   130.22     Total Other Income (Expense)   \$911.54   \$291.67   \$619.87   \$700.00   130.22     Total Other Income (Expense)   \$911.54   \$291.67   \$619.87   \$700.00     Total Other Income (Expense)   \$911.54   \$91.67   \$91.6	Parks & Recreation							
Reserves   Infrastructure Capital Reserve   - 8,402.78   (8,402.78)   20,166.67   0.00     Interchange Maintenance Reserve   - 983.33   (983.33)   2,360.00   0.00     Total Field Operations Expenses   \$346,716.99   \$664,338.67   \$(317,621.68)   \$1,594,412.83   21.75     Total Expenses   \$395,383.43   726,903.26   \$(331,519.83)   \$1,744,567.83   22.66     Income (Loss) from Operations   \$79,505.20   \$(291.67)   \$79,796.87   \$(700.00)     Other Income (Expense)   Interest Income (Expense)   \$911.54   \$291.67   \$619.87   \$700.00   130.22     Total Other Income (Expense)   \$911.54   \$291.67   \$619.87   \$700.00   130.22     Total Other Income (Expense)   \$911.54   \$291.67   \$619.87   \$700.00   130.22     Total Other Income (Expense)   \$911.54   \$291.67   \$619.87   \$700.00   130.22     Total Other Income (Expense)   \$911.54   \$291.67   \$619.87   \$700.00   130.22     Total Other Income (Expense)   \$911.54   \$291.67   \$619.87   \$700.00     Total Other Income (Expense)   \$911.54   \$91.67	Personnel Leasing Agreement	15,000.05	15,000.00	0.05		36,000.00	41.67%	
Interchange Maintenance Reserve								
Interchange Maintenance Reserve	Infrastructure Capital Reserve	_	8,402.78	(8,402.78)		20,166.67	0.00%	
Total Expenses \$ 395,383.43 \$ 726,903.26 \$ (331,519.83) \$ 1,744,567.83 22.66  Income (Loss) from Operations \$ 79,505.20 \$ (291.67) \$ 79,796.87 \$ (700.00)  Other Income (Expense)  Interest Income (Expense) \$ 911.54 \$ 291.67 \$ 619.87 \$ 700.00 130.22  Total Other Income (Expense) \$ 911.54 \$ 291.67 \$ 619.87 \$ 700.00 130.22	•	_				2,360.00	0.00%	
Income (Loss) from Operations   \$ 79,505.20   \$ (291.67)   \$ 79,796.87   \$ (700.00)	Total Field Operations Expenses	\$ 346,716.99	\$ 664,338.67	\$ (317,621.68)	\$ 1	,594,412.83	21.75%	
Other Income (Expense)         \$ 911.54         \$ 291.67         \$ 619.87         \$ 700.00         130.22           Total Other Income (Expense)         \$ 911.54         \$ 291.67         \$ 619.87         \$ 700.00         130.22	Total Expenses	\$ 395,383.43	\$ 726,903.26	\$ (331,519.83)	\$ 1	1,744,567.83	22.66%	
Interest Income   \$ 911.54	Income (Loss) from Operations	\$ 79,505.20	\$ (291.67)	\$ 79,796.87	\$	(700.00)		
Total Other Income (Expense) \$ 911.54 \$ 291.67 \$ 619.87 \$ 700.00 130.22	Other Income (Expense)							
	Interest Income	\$ 911.54	\$ 291.67	\$ 619.87	\$	700.00	130.22%	
Net Income (Loss) \$ 80,416.74 \$ - \$ 80,416.74 \$ -	Total Other Income (Expense)	\$ 911.54	\$ 291.67	\$ 619.87	\$	700.00	130.22%	
	Net Income (Loss)	\$ 80,416.74	\$ -	\$ 80,416.74	\$	-		

Budget to Actual For the Month Ending 1/31/2024

		Oct-23		Nov-23	Dec-23 J		Jan-24 Feb-24		YTD Actual			
Revenues												
Assessments	\$		\$	4,839.63	¢ :	311,573.70	\$	57,074.94	\$		\$	373,488.27
Developer Contributions	φ	-	Ψ	4,009.00	Ψ	19,812.92	Ψ	40,231.25	Ψ	_	Ψ	60,044.17
Carryforward Revenue		8,174.39		8,174.39		8,174.39		8,174.39		8,174.39		40,871.95
Other Income & Other Financing Sources		0,174.00		0,174.55		-		0,174.55		484.24		484.24
	_	0.474.00	\$	13,014.02		-	_	105 100 50	•	8,658.63	_	474,888.63
Net Revenues	\$	8,174.39	Þ	13,014.02	<b>\$</b> .	339,561.01	\$	105,480.58	\$	0,000.00	\$	4/4,000.03
General & Administrative Expenses												
Legislative	•	400.00	•		•	000.00	•		•	400.00		4 000 00
Supervisor Fees	\$	400.00	\$	-	\$	200.00	\$	-	\$	400.00	\$	1,000.00
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		3,541.67		3,541.67		3,541.67		17,708.35
Engineering		-		125.00		187.50		756.26		187.50		1,256.26
Dissemination Agent		-		-		-		-		-		-
Property Appraiser		-		-		-		-		-		-
District Counsel		-		1,873.57		1,500.50		2,277.45		-		5,651.52
Assessment Administration		_		_		15,000.00		_		_		15,000.00
Reamortization Schedules		_		_		_		_		_		-
Audit		_		_		_		_		_		_
Arbitrage Calculation		_		_		_		_		_		
-		-		7.05		-		-		-		-
Travel and Per Diem		-		7.95		-		12.71		-		20.66
Telephone		-		-		-		-		-		-
Postage & Shipping		-		-		-		-		-		-
Copies		-		-		-		-		-		-
Legal Advertising		-		472.75		215.68		-		-		688.43
Bank Fees		-		1.00		-		-		-		1.00
Miscellaneous		-		-		-		-		-		-
Meeting Room		_		_		-		_		_		-
Office Supplies		_		_		-		_		_		_
Property Taxes		_		78.60		_		_		_		78.60
Web Site Maintenance		_		270.00		135.00		435.00		_		840.00
Holiday Decorations						500.00		400.00				500.00
•		475.00		-		300.00		-		-		175.00
Dues, Licenses, and Fees  Total General & Administrative Expenses	\$	175.00 <b>9,863.29</b>	\$	6,370.54	\$	21,280.35	\$	7,023.09	\$	4,129.17	\$	48,666.44
Total General & Administrative Expenses	Þ	9,003.29	Þ	6,370.54	Þ	21,200.35	Þ	7,023.09	Þ	4,129.17	Þ	40,000.44
Field Operations												
Electric Utility Services												
Electric	\$	-	\$	523.84	\$	549.77	\$	604.42	\$	541.11	\$	2,219.14
Entry Lighting		-		-		-		-		-		-
Water-Sewer Combination Services												
Water Reclaimed		_		1,911.63		2,043.70		1,921.91		1,394.50		7,271.74
Other Physical Environment				1,011100		_,		.,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		.,
General Insurance		4,570.00		_		_		_		_		4,570.00
Property & Casualty Insurance		6,173.00		-		-		-		-		6,173.00
Other Insurance		-				-		-		-		-
Irrigation Repairs		<u>-</u>		1,306.24		4,620.50		6,072.00		4,506.00		16,504.74
Landscaping Maintenance & Material		24,793.28		24,793.28		24,793.28		24,793.28		24,793.28		123,966.40
Landscape Improvements		-		-		-		-		-		-
Tree Trimming		-		-		-		-		8,700.00		8,700.00
Contingency		575.31		-		-		-		-	1	575.31
Pest Control		-		-		-		-		-	1	-
Shuttle Financing											1	
Insurance		_		_		_		_		_		_
Maintenance		_		3,399.98		3,399.98		3,399.98		3,399.98	1	13,599.92
Vehicle Cost		_		_,555.00		-,500.00		-,555.00		-,	1	. 3,000.02
BEEP Operating Costs		-		16,412.94		16,307.10		17,124.19		16,891.27		66,735.50
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Budget to Actual For the Month Ending 1/31/2024

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	YTD Actual
Interchange Maintenance Expenses						
IME - Aquatics Maintenance	271.38	271.38	271.38	271.38	271.38	1,356.90
IME - Irrigation	-	897.00	-	-	444.28	1,341.28
IME - Landscaping	7,776.30	7,776.30	7,776.30	7,776.30	7,776.30	38,881.50
IME - Lighting	-	50.05	48.37	47.62	46.25	192.29
IME - Miscellaneous	-	-	-	-	-	-
IME - Water Reclaimed	-	1.79	86.34	-	76.92	165.05
IME - Landscape Improvements	-	5,320.25	-	-	-	5,320.25
Road & Street Facilities						
Entry and Wall Maintenance	1,200.00	-	4,200.00	-	-	5,400.00
Streetlights	-	6,558.64	6,559.63	6,611.78	9,013.87	28,743.92
Parks & Recreation						
Personnel Leasing Agreement	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	15,000.05
Reserves						
Infrastructure Capital Reserve	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-
<b>Total Field Operations Expenses</b>	\$ 48,359.28	\$ 72,223.33	\$ 73,656.36	\$ 71,622.87	\$ 80,855.15	\$ 346,716.99
Total Expenses	\$ 58,222.57	\$ 78,593.87	\$ 94,936.71	\$ 78,645.96	\$ 84,984.32	\$ 395,383.43
Income (Loss) from Operations	\$ (50,048.18)	\$ (65,579.85)	\$ 244,624.30	\$ 26,834.62	\$ (76,325.69)	\$ 79,505.20
Other Income (Expense)						
Interest Income	\$ 21.76	\$ 19.83	\$ 797.54	\$ 50.91	\$ 21.50	\$ 911.54
Total Other Income (Expense)	\$ 21.76	\$ 19.83	\$ 797.54	\$ 50.91	\$ 21.50	\$ 911.54
Net Income (Loss)	\$ (50,026.42)	\$ (65,560.02)	\$ 245,421.84	\$ 26,885.53	\$ (76,304.19)	\$ 80,416.74

#### Boggy Creek Improvement District Cash Flow

	Beg. Cash	FY 2023 Inflows	FY 2023 Outflows	FY 2024 Inflows	FY 2024 Outflows	End. Cash
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	-	-	2,486,033.39	(29,380.51)	2,811,571.18
1/1/2024	2,811,571.18	-	-	507,170.65	(2,735,697.67)	583,044.16
2/1/2024	583,044.16	-	-	16,859.58	(106,134.14)	493,769.60
3/1/2024	493,769.60	-	-	50,207.51	(36,992.90)	506,984.21 as of 03/21/2024
	Totals	141,662.28	(89,818.17)	3,124,559.80	(3,067,800.27)	