

Boggy Creek Improvement District

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

www.boggycreekid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at **3:00 p.m. on Tuesday, February 17, 2026, at 6900 Tavistock Lakes Blvd., Ste 200, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

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

Phone:1-844-621-3956 **Computer:** pfmccd.webex.com **Participant Code:** 2531 126 0013#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the January 20, 2026, Board of Supervisors' Meeting**
- 2. **Discussion of Construction Committee Member Vacancy**

Business Matters

- 3. **Consideration of Proposals for Trail Repairs** (*provided under separate cover*)
- 4. **Consideration of Acquisition of Lake Nona Boulevard Roundabouts and Lift Station No. 9**
- 5. **Consideration of District Engineer Fee Schedule Increase Letter**
- 6. **Consideration of OUC Lighting Installation, Upgrade and Service Agreement for Lake Nona Boulevard Improvement**
- 7. **Ratification of Operation and Maintenance Expenditures Paid in January 2026 in an amount totaling \$156,793.50**
- 8. **Ratification of Requisition Nos. 506 – 508 Paid in January 2026 in an amount totaling \$3,371.62**
- 9. **Recommendation of Work Authorizations/Proposed Services** (*if applicable*)
- 10. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

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

B. Supervisor Requests

Adjournment



Boggy Creek Improvement District

**Minutes of the January 20, 2026,
Board of Supervisors' Meeting**

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

FIRST ORDER OF BUSINESS

Roll Call to Confirm Quorum

The Board of Supervisors' Meeting for the Boggy Creek Improvement District was called to order on Tuesday, January 20, 2026, at 3:05 p.m. at 6900 Tavistock Lakes Blvd., Ste 200, Orlando, FL 32827.

Present:

Richard Levey	Chair
Damon Ventura	Vice Chair
Ron Domingue	Assistant Secretary
Thad Czapka	Assistant Secretary
Chad Tinetti	Assistant Secretary

Also attending:

Jennifer Walden	PFM	
Amanda Lane	PFM	(via phone)
Blake Firth	PFM	(via phone)
Tucker Mackie	Kutak Rock	
Bob Schanck	Donald W. McIntosh Associates	
Jeffrey Newton	Donald W. McIntosh Associates	
DJ Batten	Berman	
Carlos Negron	Berman	
Edgard Morales	Berman	
Eddie Padua	Berman	
Pete Fussell	Berman	
Samantha Sharenow	Berman	
Chris Wilson	Tavistock	
Rudy Bautista	Tavistock	
Will Stafford	Tavistock	

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey called for public comments. There were no comments from the public at this time.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
November 18, 2025, Board of
Supervisors' Meeting**

The Board reviewed the minutes of the November 18, 2025, Board of Supervisors' Meeting.

On motion by Mr. Tinetti, seconded by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the November 18, 2025, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2026-02,
Amending the Annual Meeting
Schedule for Fiscal Year 2026**

Ms. Walden explained that District staff would like to move the March Construction Committee Meeting from March 12, 2026, to March 5, 2026, and is the only change to the Annual Meeting Schedule for FY 2026.

On motion by Mr. Domingue, seconded by Mr. Ventura, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2026-02, Amending the Annual Meeting Schedule for Fiscal Year 2026 with moving the March 12, 2026 Construction Committee Meeting to March 5, 2026.

FIFTH ORDER OF BUSINESS

**Discussion of Construction
Committee Member Vacancy**

Ms. Walden noted that Mr. Hudson Larson resigned effective January 15, 2026. There are no current recommendations to fill the vacancy so this item will be tabled.

SIXTH ORDER OF BUSINESS

**Consideration of Conveyance of ROW
Tracts to the City of Orlando**

Ms. Mackie gave an overview of the process and documents. She noted the tracts R-2, R-3, R-4, R-5 and R-6 are related to the right-of-way and are ready to be conveyed to the City of Orlando, and that this item will authorize the Chair to execute any documents related to the closing. Included in the packet is a First Amendment to Operation and Easement Agreement which is between LN West Retail Center, LLC and the Target Corporation regarding R-2 and R-3 and the District is acknowledging the removal of those tracts per the City's request. She added there is no conveyance value between the District and the City.

On motion by Mr. Ventura, seconded by Mr. Domingue, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Conveyance of ROW Tracts to the City of Orlando, authorized the Chair to execute any closing documents, and approved the First Amendment to Operation and Easement Agreement.

SEVENTH ORDER OF BUSINESS

**Review and Acceptance of Arbitrage
Rebate Report for the Series 2023
Bonds**

Ms. Walden noted this report is for the two-year period of July 20, 2023, to July 19, 2025. These reports will now be done on an annual basis. There is no cumulative rebatable arbitrage liability as of July 19, 2025.

On motion by Mr. Ventura, seconded by Mr. Domingue, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District accepted the Arbitrage Rebate Report for the Series 2023 Bonds.

EIGHTH ORDER OF BUSINESS

Recommendation from Construction Committee on Items to Address from District Infrastructure Assessment Report

Ms. Walden noted this has been reviewed by the Construction Committee. The District Engineer's recommendation is to move forward, in the next three to six months, with repair for Photos 1, 25, 27-28, 50 and 52. The other photos are mainly aesthetic issues.

Discussion ensued regarding the report, items reviewed and the needs of the items.

The Board agreed to move forward with proposals for Photos 1, 10, 25, 27-28, 50, 52, 64, 70-72, 104, and 116. There was brief discussion regarding the breakdown of proposals. The Board requested Berman obtain a breakdown of pricing per individual repair area, along with a mobilization cost for the total scope of work.

NINTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in November 2025 in an amount totaling \$168,677.38

Dr. Levey noted these have been approved and need Board ratification.

On motion by Mr. Ventura, seconded by Mr. Domingue, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Operation and Maintenance Expenditures Paid in November 2025 in an amount totaling \$168,677.38.

TENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in December 2025 in an amount totaling \$107,105.06

Dr. Levey asked for Board ratification.

On motion by Mr. Domingue, seconded by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Operation and Maintenance Expenditures Paid in December 2025 in an amount totaling \$107,105.06.

ELEVENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 501 – 503 Paid in November 2025 in an amount totaling \$1,874.48

Dr. Levey asked for Board ratification.

On motion by Mr. Ventura, seconded by Mr. Domingue, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 501 – 503 Paid in November 2025 in an amount totaling \$1,874.48.

TWELFTH ORDER OF BUSINESS

Ratification of Requisition Nos. 504 – 505 Paid in December 2025 in an amount totaling \$10,448.15

Dr. Levey asked for Board ratification.

On motion by Mr. Ventura, seconded by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 504 – 505 Paid in December 2025 in an amount totaling \$10,448.15.

THIRTEENTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Batten explained there is a Work Authorization from Cepra for the Nemours Parkway Island Renovation, in the amount of \$22,000.00, related to line-of-sight issues.

There was brief discussion regarding the proposed services and other options to curb the line-of-sight issues.

On motion by Mr. Tinetti, seconded by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Work Authorization from Cepra, in the amount of \$22,000.00.

FOURTEENTH ORDER OF BUSINESS

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

Ms. Walden stated the financials are updated through December 2025 and the District has spent approximately 14.5% of the budget . No action was required.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel –

Ms. Mackie noted the legislative session is in process and her team is sending out the Capital Conversations Newsletter weekly. She's happy to forward the newsletter to anyone who isn't receiving it. She noted there is a new bill that her team is keeping an eye on which gives the ability for a recall of Supervisors by referendum by the voters of the District's boundaries and she will keep the District updated with any movement on that bill.

Ms. Mackie also gave an update on the sale of the District's autonomous vehicles to Mozee. The contract has been breached, demand letters have been sent and resolution is trying to be reached regarding payment. There was brief discussion regarding the process.

District Manager – Ms. Walden noted the next meeting is scheduled for Tuesday, February 17, 2026.

District Engineer – No report.

Landscape Supervisor – No report.

Irrigation Supervisor – No report.

Construction Supervisor – No report.

SIXTEENTH ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor requests at this time.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

Ms. Walden requested a motion to adjourn.

On motion by Mr. Czapka, seconded by Mr. Domingue, with all in favor, the January 20, 2026, Meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair



Boggy Creek Improvement District

Construction Committee Member Vacancy



Boggy Creek Improvement District

Proposals for Trail Repairs
(provided under separate cover)



Boggy Creek Improvement District

**Acquisition of Lake Nona Boulevard
Roundabouts and Lift Station No. 9**

Boggy Creek Improvement District (BCID) Acquisitions

Lake Nona Boulevard Roundabouts & Lift Station No. 9

Description of Improvements:

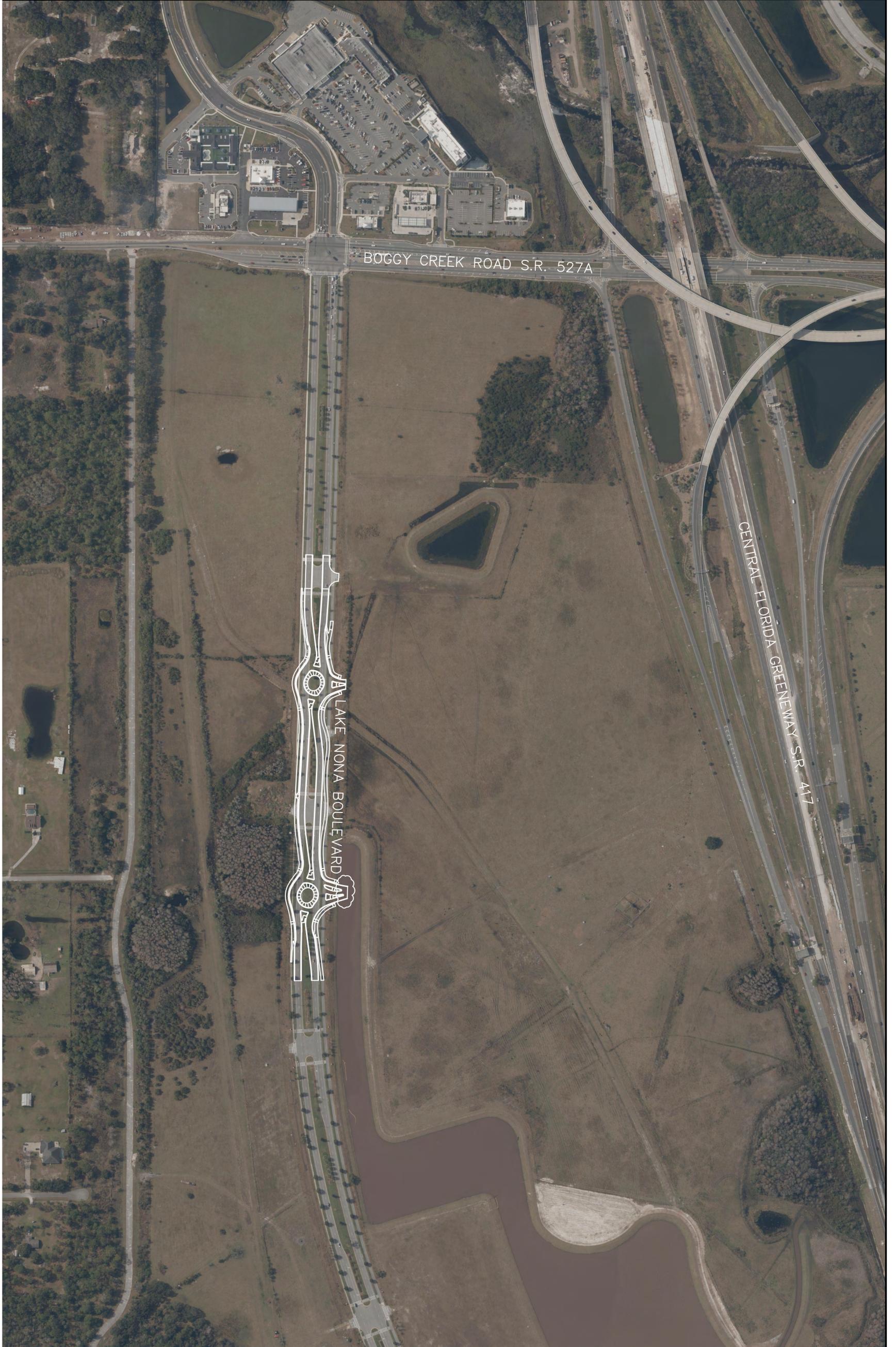
Any and all of the roadway improvements known as Lake Nona Boulevard Roundabouts constructed within the public right-of-way of Lake Nona Boulevard, including pavement section, curbing, sidewalks, trails, landscaping, irrigation, utility adjustments, and other associated improvements and appurtenances constructed in connection therewith.

Any and all of the improvements known as Lift Station No. 9 constructed within Tract "A" on the Plat title "Lake Nona South Lift Station Number 9" to be recorded in the public record of Orange County, Florida, including wastewater lift station complete with pumps, panels, controls and other associated equipment, improvements and appurtenances constructed in connection therewith.

Estimated Acquisition Cost:

- \$12,000,000

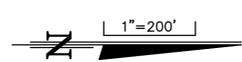
F:\proj\2023\23594\EDWG\Final\23594-1-NEW-AERIAL.dwg



LAKE NONA BOULEVARD WEST

BOGGY CREEK ROAD S.R. 527A

CENTRAL FLORIDA GREENWAY S.R. 417



- GENERAL NOTES:
1. SEE DEVELOPMENT NOTES, SPECIFICATIONS & LEGEND SHEETS C002 AND C003 FOR ADDITIONAL INFORMATION.
 2. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

**LAKE NONA BOULEVARD WEST
ROAD IMPROVEMENTS**
CITY OF ORLANDO, FLORIDA

AERIAL



McIntosh Associates
an LJA company
1950 SUMMIT PARK DRIVE, SUITE 600
ORLANDO, FL 32810 407.644.4068

**ENGINEERS
PLANNERS
SURVEYORS**

DESIGNED/ DR-WN BY JAF / JAF	CHECKED BY MCS	D-TE 12/22/23	SC-LE 1"=200'	JOB NUMBER 23594
------------------------------------	-------------------	------------------	------------------	---------------------

NO.	DATE	REVISIONS	CHK.
2	3/12/24	PER CITY COMMENTS	MCS
1	2/1/24	OWNER REVISIONS	MCS
	D-TE		CHK.

SHEET
C021

11 OF 48

F:\proj\2016\18123\EDMG\Final\18123-1S-9-AERIAL.dwg



SITE →
LIFT STATION NO. 9

**LAKE NONA
 BLVD**

LAKE NONA BOULEVARD

**PROPOSED
 FM ROUTING**

**EXISTING
 SMA-20**

**EXISTING
 SMA-19**

**CENTRAL FLORIDA S.R. 417
 GREENWAY**

**EXISTING
 SMA-18B**

**EXISTING
 SMA-18A**

**LAKE NONA
 INNOVATION
 CENTER**

SANGER RD

LAKE NONA BOULEVARD
MEDICAL CITY DR
**CENTRAL FLORIDA
 UNIVERSITY**

**NEMOURS
 PKWY**



- GENERAL NOTES:**
1. SEE DEVELOPMENT NOTES, SPECIFICATIONS & LEGEND SHEET C002 AND C003 FOR ADDITIONAL INFORMATION.
 2. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

**SHEET
 C031**

**LAKE NONA SOUTH
 LIFT STATION NO. 9
 CITY OF ORLANDO, FLORIDA**

AERIAL

18 OF 43

 McIntosh Associates an LJA company 1950 SUMMIT PARK DRIVE, SUITE 600 ORLANDO, FL 32810 407.644.4068		ENGINEERS PLANNERS SURVEYORS	
DESIGNED/ DR-WN BY JAF / JAF	CHECKED BY MCS	D-TE 11/9/23	SC-LE 1"=200'
		JOB NUMBER 18123	

NO.	1	1/17/24	CITY COMMENTS	MCS
			REVISIONS	CHK.



Boggy Creek Improvement District

District Engineer Fee Schedule Increase Letter

February 17, 2026

Boggy Creek Improvement District
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Re: Boggy Creek Improvement District
District Engineer Services
McIntosh Job No. 23218

Board of Supervisors:

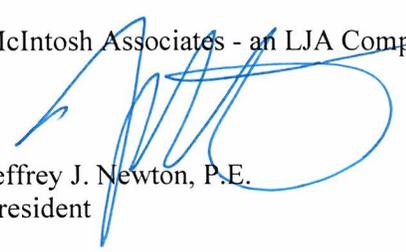
McIntosh Associates - an LJA Company (McIntosh) has been honored to serve as the District Engineer for the Boggy Creek Improvement District (District) since its creation. During the term of our Agreement with the District, McIntosh has requested a market adjustment in our hourly rate schedule only once - in December 2018. The cost of conducting business has increased significantly since then, and as a direct result of these increased costs, we respectfully request an adjustment to the hourly rate schedule under which we provide our services, consistent with Article 3 of our Agreement, which provides for renegotiation of the fee schedule after the anniversary date of the Agreement.

In consideration of our longstanding service to the District, we respectfully request that the District consider amending our current Agreement for Engineering Services to utilize the attached hourly rate schedule from this date forward. All other Terms and Conditions of our Agreement for Engineering Services dated September 8, 2003, will remain in full force and effect.

We appreciate your continued confidence in McIntosh Associates - an LJA Company and look forward to continuing to serve you. Please contact our office with any questions or clarification.

Yours truly,

McIntosh Associates - an LJA Company


Jeffrey J. Newton, P.E.
President

JJN/lt

APPROVAL OF AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES:

[Signature]

[Date]

[Name and Title]

[Company]

PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF DONALD W. MCINTOSH ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

HOURLY RATE SCHEDULE

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$300.00
Engineering Director	\$265.00
Survey Director	\$240.00
Planning Director	\$250.00
Landscape Architecture Director	\$240.00
Vice President	\$210.00
Senior Engineering Project Manager	\$210.00
Senior Survey Project Manager	\$195.00
Engineering Project Manager	\$190.00
Survey Project Manager	\$175.00
Senior Registered Engineer	\$190.00
Senior Registered Surveyor	\$175.00
Registered Engineer	\$170.00
Registered Surveyor	\$170.00
Certified Planner	\$170.00
Registered Landscape Architect	\$170.00
Certified Arborist	\$165.00
Certified Forester	\$160.00
GIS Manager/Administrator	\$150.00
Assistant Project Manager	\$150.00
Engineer III	\$150.00
Engineer II	\$140.00
Engineer I	\$130.00
Senior CAD Technician*	\$115.00
CAD Technician*	\$100.00
GIS Analyst	\$100.00
Construction Services Director	\$135.00
Construction Observer	\$100.00
Researcher	\$105.00
Project Manager Assistant	\$85.00
Survey Crew (2-person)	\$155.00
Survey Crew (3-person)	\$185.00
UAV/LiDAR Crew	\$370.00
Pickup/Delivery	\$40.00

*Engineering/Surveying/Planning/Landscape Architecture

The hourly rates for expert witness preparation, depositions and testimony will be billed at 1.5 times the rates listed above.



Boggy Creek Improvement District

**OUC Lighting Installation, Upgrade and Service
Agreement for Lake Nona Boulevard
Improvement**

Prepared by and return to:
Wayne Morris, Deputy General Counsel
Orlando Utilities Commission
100 W. Anderson Street, Orlando, Florida 32801



**LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT
LAKE NONA BLVD IMPROVEMENT**

THIS LIGHTING INSTALLATION, UPGRADE AND SERVICE AGREEMENT (“**Agreement**”) is made effective as of this _____ day of _____, 20___, by and between the ORLANDO UTILITIES COMMISSION, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), and BOGGY CREEK IMPROVEMENT DISTRICT, an independent special district, created pursuant to, and existing under, the provisions of Chapter 190, Florida Statutes, whose address is 3550 Buschwood Park DC 135, Tampa Florida 33618 (c/o PFM Group Consulting LLC, 3501 Quadrangle Blvd., Suite 270, Orlando FL 32817, or its assigns (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity, association or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in **Schedule 1** attached hereto and incorporated herein by this reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the **City of Orlando** (the “**City**”) certain costs associated with lighting service for portions of the Property that have been or will be dedicated public roadways (the “**Dedicated Roadways**”) and to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services within Dedicated Roadways by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. OUC DUTIES.

2.1. OUC shall provide lighting for Dedicated Roadways within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "**Upgraded Lighting Facilities**"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits installed by Customer or its agents; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for Dedicated Roadways within the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "**Lighting Facilities**".

2.1.2. OUC shall maintain and operate the Lighting Facilities within Dedicated Roadways (the "**Maintenance Service**") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "**Electrical Service**") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer within the Dedicated Roadways and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "**Lighting Service**".

2.3. The Customer and OUC hereby acknowledge that the Property is part of an overall residential subdivision known as **Boggy Creek Improvement District** which will be platted and developed in more than one phase (each referenced individually as a "**Phase**" and collectively as the "**Phases**"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for Dedicated Roadways within the Phase covered by this Agreement (the "**Current Phase**"). Lighting Facilities for the Current Phase shall be located and installed as more particularly depicted in the lighting construction plans set forth in **Schedule 2** attached hereto and incorporated herein by this reference (the "**Lighting Plan**").

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to the Current Phase is that all of the following shall have occurred (i) Customer must complete installation of Customer Lighting Facilities in compliance with the applicable Lighting Plan and OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (ii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "**Service Conditions**").

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits and junction boxes which may be required for the provision of the Lighting Service (collectively, the “**Customer Lighting Facilities**”), in such locations as more particularly set forth in the Lighting Plan for the Current Phase. For purposes of the ongoing duties and rights of the parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer for the Current Phase and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for the Current Phase.

3.2. The Customer shall grant OUC, or shall cause the granting of, all easements or provide for right-of-way dedications (not otherwise included in the Dedicated Roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities that are not located within Dedicated Roadways, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects located outside of the Dedicated Roadways and which are obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plan shall be located either (a) in Dedicated Roadways, which have been dedicated to the public pursuant to a plat, or (b) to the extent necessary, in easements granted in favor of OUC lying in areas adjacent to the roadways and streets which are granted pursuant to a separate instrument for the Current Phase.

3.3. The specifications for the Upgraded Lighting Facilities are more particularly described on **Schedule 2** attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Costs associated with the Current Phase in the amount set forth in **Schedule 3** in accordance with Section 4 below. The parties agree that the Upgrade Costs as set forth in **Schedule 3** is comprised of the following costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, during the Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City, absent the Customer’s upgrade request (the “**Facilities Upgrade Cost**”).

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer’s upgrade request (the “**Maintenance Upgrade Cost**”).

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer’s upgrade request (the “**Electrical Upgrade Cost**”).

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the “**Upgrade Costs**”).

4. **TERMS OF PAYMENT.**

4.1. Customer shall make payment of the Upgrade Costs in accordance with the **Schedule 3** to this Agreement. If the Customer fails to pay any installment(s) of the Upgrade Costs by the due date of such payment or otherwise makes payment in a manner inconsistent with the OUC’s Administrative Policy Manual, as amended from time to time (the “**Manual**”), OUC shall provide the Customer with written notice of such failure, whereupon the Customer shall have ten (10) days within which to remedy such failure by making the required payment. In the event the Customer fails to make any payment within said ten-day period, OUC may suspend the provision of Electrical Service to the Current Phase until such time as the Upgrade Costs have been paid. If Customer’s failure to pay continues for a period of ninety (90) days after the expiration of the ten-day grace period, then OUC may resort to any available remedy at law or equity, including the partial termination of this Agreement.

4.2. OUC shall be entitled to make an annual adjustment to the Maintenance Upgrade Cost of up to three (3%) percent per year. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC as contemplated under this subparagraph 4.2 shall be made by written notice to Customer setting forth the new rates and associated revisions to the applicable Upgrade Costs (the “**Increase Notice**”). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer’s ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything herein to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under the Florida law.

5. **MUTUAL AGREEMENTS.**

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of

replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility and shall indemnify OUC for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or negligence of an employee, agent, licensee or contractor of the Customer, and (ii) damaged for any reason by the Customer's employees, agents, licensees or contractors during the time period when active construction by Customer is ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. In the event Customer is responsible for any required repair or replacement as described in the preceding sentence for which Customer has failed to cause such repair and replacement within fifteen (15) days after receipt of written notice of such damage from OUC, then OUC shall have the right to cause such repair and/or replacement whereupon Customer shall reimburse OUC for the actual, reasonable expenses incurred thereby within thirty (30) days of receipt of an invoice therefor. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC; however, OUC shall not, unless required by applicable laws, regulations or ordinances, permit third parties to install or affix, any telecommunications-related devices, antenna or related equipment on or to the Lighting Facilities for the first ten (10) years of the initial Term as to the Current Phase, unless used for, and limited to, the internal communications of OUC associated with OUC's operations or that of the City of Orlando. Notwithstanding anything herein to the contrary, OUC shall be entitled to any sovereign immunity defenses to which it may be entitled, and OUC does not in any way expand or waive limitations of liability afforded to OUC by virtue of its sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the

Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder, other than as provided in Section 4.1 above, which shall remain uncured sixty (60) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to remove the Lighting Facilities in the Current Phase so long as such Lighting Facilities are simultaneously replaced with the City's standard lighting facilities (within Dedicated Roadways). In the event OUC elects to pursue its remedies as described in the preceding sentence, OUC shall be entitled to take possession of any or all items of the Lighting Facilities in the Current Phase and the Customer shall be responsible for the cost of removing such Lighting Facilities, with such work to be done by OUC and billed to the Customer; provided, further, that to the extent other services are being provided by OUC to Customer and are billed along with Lighting Services on a combined service bill, then the payment shortfall may cause such other services to be terminated or suspended as well in accordance with OUC's Administrative Policy Manual.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not, without OUC's permission, permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "**Effective Date**" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have an initial term of twenty (20) years (the "**Initial Term**"). The Term for the Current Phase shall begin on the date which is the earlier of (a) the date on which Customer elects to have OUC energize earlier Lighting Equipment installed prior to completion of installation of the final Lighting Facilities for the Current Phase, or (b) the date on which the final Lighting Equipment for the Current Phase is energized (the "**Commencement Date**"). The Term for the Current Phase shall end twenty (20) years after the Commencement Date. At Customer's election, upon written notice to OUC prior to the expiration of the Initial Term, the initial term may be renewed up to two (2) times for a period not to exceed five (5) years for each renewal period ("Subsequent Terms"). For purposes hereof, the Initial Term and each Subsequent Term, if any, shall be referred herein collectively as the "**Term**". During any Subsequent Term, Customer shall only be required to pay for the Maintenance Upgrade Cost for the Lighting Facilities. OUC agrees that after the Initial Term and any renewal period exercised by Customer, Customer may let the then current term expire in which case OUC may install standard street lighting and Customer shall not be required to pay for the cost of the Electrical Service (including fuel and energy charges) associated with the Lighting Facilities remaining within Dedicated Roadways at the end of the Initial Term or expiration of the Subsequent Term, whichever is applicable. If Customer chooses not to extend the use of the Upgraded Lighting Facilities, the Customer shall be responsible for the cost of removing the

Upgraded Lighting Facilities, with such work to be done by OUC and billed to the Customer.

Prior to the installation of a full complement of Lighting Equipment for the Current Phase, the Customer may request in writing to OUC that those Lighting Facilities then installed be energized for operation as completed by OUC rather than waiting for the full complement of Lighting Equipment to be energized. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement based on the Commencement Date. Such billing shall be based on an adjusted Upgrade Cost for each billing period, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase (“**Proportional Upgrade Cost**”).

5.13. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the “**Banners**”) from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the “**Banner Arms**”). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms.

Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered
in the presence of:

Name: _____

Address: _____

Name: _____

Address: _____

**BOGGY CREEK
IMPROVEMENT DISTRICT**

an independent special district

By: _____

Name: _____

Title: _____

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificates are sufficient for an acknowledgment in a representative capacity:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority, e.g. officer, trustee, attorney in fact) and who acknowledge that she/he executed the foregoing instrument on behalf of _____ (name of party on behalf of whom instrument was executed). She/he is personally known to me or had produced _____ as identification.

(Notary Seal)

Notary Public

Print Name: _____

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

ORLANDO UTILITIES COMMISSION

Name: _____
Address: _____

By: _____
Clint Bullock
General Manager & CEO

Name: _____
Address: _____

Attest: _____

Name: _____

Title: _____

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Attorney for OUC

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of _____, 20____, by CLINT BULLOCK, as General Manager, CEO of **ORLANDO UTILITIES COMMISSION**, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida
Print Name: _____

SCHEDULE 1 THE PROPERTY

**Within the Dedicated Right-of-Way of Lake Nona Blvd between Boggy Creek Road & Sanger Rd.,
LAKE NONA BOULEVARD FOURTH ADDITION, according to the plat thereof, as recorded in Plat
Book 84, Pages 139, of the Public Records of Orange County, Florida.**

LAKE NONA BOULEVARD FOURTH ADDITION
A PORTION OF SECTIONS 26 AND 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

SHEET 1 OF 4

DESCRIPTION:
That part of Sections 26 and 27, Township 24 South, Range 30 East, Orange County, Florida, described as follows:
BEGIN at the Northwest corner of Sanger Road, according to the plat of UNIVERSITY OF FLORIDA RESEARCH AND ACADEMIC CENTER - LAKE NONA CAMPUS, as recorded in Plat Book 76, Pages 6 and 7, of the Public Records of Orange County, Florida; thence S09D74.57W along the Westerly boundary line of said UNIVERSITY OF FLORIDA RESEARCH AND ACADEMIC CENTER - LAKE NONA CAMPUS, 60.00 feet to the Westerly line of lands described in Official Records Book 8063, Page 6705, of the Public Records of Orange County, Florida; and a point on a non-tangent curve concave Northeastly having a radius of 500.00 feet and a chord bearing of N55°39'32"W; thence run the following line (5) courses and distances along said Westerly line: Northwestly along the arc of said curve through a central angle of 50°22'23" for a distance of 444.43 feet to the point of tangency N30°28'54"W, 34.41 feet to the point of curvature of a curve concave Southeastly having a radius of 40.00 feet and a chord bearing of N70°07'00"W; thence Westerly along the arc of said curve through a central angle of 90°07'00" for a distance of 62.83 feet to the point of tangency S58°53'06"W, 450.82 feet to the point of curvature of a curve concave Northeastly having a radius of 4370.00 feet and a chord bearing of S74°24'45"W; thence Westerly along the arc of said curve and said Northeastly line and the Westerly prolongation thereof through a central angle of 29°38'17" for a distance of 2381.79 feet to the point of compound curvature of a curve concave Northeastly having a radius of 4608.75 feet and a chord bearing of N69°32'52"W; thence departing said North line N02°36'50"E along said East right-of-way line, 140.92 feet to the Southwest corner of Commercial Parcel No. 1 as described in said Exhibit A of Official Records Book 4797, Page 3447, of the Public Records of Orange County, Florida; thence departing said North line N02°36'50"E along said East right-of-way line, 140.92 feet to the Southwest corner of Commercial Parcel No. 1 as described in said Exhibit A of Official Records Book 4797, Page 3447, of the Public Records of Orange County, Florida; thence departing said East right-of-way line run S81°18'26"E, along the South line of said Commercial Parcel No. 1 and the Eastern prolongation thereof, 2777.31 feet to the point of curvature of a curve concave Northeastly having a radius of 4460.75 feet and a chord bearing of S89°22'52"E; thence departing said Eastern prolongation line Easterly along the arc of said curve through a central angle of 62°29'30" for a distance of 193.99 feet to the point of compound curvature of a curve concave Northeastly having a radius of 4250.00 feet and a chord bearing of N74°22'42"E; thence Easterly along the arc of said curve through a central angle of 28°57'17" for a distance of 219.33 feet to the point of tangency thence N58°53'06"E, 483.19 feet to the point of curvature of a curve concave Northeastly having a radius of 976.00 feet and a chord bearing of N57°53'09"E; thence Northeastly along the arc of said curve through a central angle of 63°56'57" for a distance of 651.11 feet to the point of tangency; thence N55°33'11"E, 227.89 feet to the point of curvature of a curve concave Southeastly having a radius of 712.00 feet and a chord bearing of N57°33'09"E; thence Northeastly along the arc of said curve through a central angle of 03°36'57" for a distance of 49.68 feet to the point of tangency; thence N59°53'06"E, 3.38 feet to the Westwestern corner of Lake Nona Boulevard, according to the plat of LAKE NONA BOULEVARD THIRD ADDITION, as recorded in Plat Book 72, Pages 135 through 138, of the Public Records of Orange County, Florida; thence S30°26'54"E along the boundary line of said LAKE NONA BOULEVARD THIRD ADDITION, 169.00 feet; thence departing said boundary line run S59°53'06"W, 438.40 feet to the point of curvature of a curve concave Northeastly having a radius of 754.00 feet and a chord bearing of S81°00'00"W; thence Southeastly along the arc of said curve through a central angle of 03°13'47" for a distance of 42.50 feet to the point of tangency; thence S82°46'54"W, 119.23 feet to the point of curvature of a curve concave Southeastly having a radius of 683.00 feet and a chord bearing of S81°00'00"W; thence Southeastly along the arc of said curve through a central angle of 03°13'47" for a distance of 38.50 feet to the point of tangency; thence S59°53'06"W, 119.27 feet to the point of curvature of a curve concave Easterly having a radius of 40.00 feet and a chord bearing of S43°53'06"W; thence Southeastly along the arc of said curve through a central angle of 90°07'00" for a distance of 62.83 feet to the point of tangency; thence S30°26'54"E, 34.41 feet to the point of curvature of a curve concave Northeastly having a radius of 443.00 feet and a chord bearing of S55°39'32"E; thence Southeastly along the arc of said curve through a central angle of 50°22'23" for a distance of 394.82 feet to the POINT OF BEGINNING.

PLAT NOTES:

- Development of this property depicted on this plat is subject to the requirements of Chapter 59, the Concomitancy Management Ordinance of the City of Orlando, which governs the City's ability to issue building permits on this property. Approval of this plat shall not be deemed to provide any vested rights, except as to those matters depicted herein that are consistent with the requirements of Chapter 177, Florida Statutes, or were required by the City of Orlando as a condition of platting.
- Reference is made to the Western boundary line of UNIVERSITY OF FLORIDA RESEARCH AND ACADEMIC CENTER - LAKE NONA CAMPUS, (Plat Book 76, Pages 6 and 7), being S09D74.57W (per plat).
- All non-intersecting curves are non-rolled unless otherwise noted as (R) = rolled.
- The lands described herein are subject to Declaration and Dedication of Abutment Easement recorded in Official Records Book 2861, Page 1088, Amendment to Declaration and Dedication of Abutment Easement Official Records Book 5703, Page 2416, Public Records of Orange County, Florida.
- The lands described herein are subject to that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community recorded May 16, 2007 in Official Records Book 8262, Page 2354; as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community recorded March 3, 2008 in Official Records Book 8814, Page 292; as further amended by that certain Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community recorded June 17, 2008 in Official Records Book 9713, Page 9679; as further amended by that certain Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community recorded November 5, 2008 in Official Records Book 9788, Page 1842, as assigned by that certain Assignment and Assumption of Declarant's Rights and Obligations to LINC, LLC recorded April 8, 2009 in Official Records Book 9950, Page 5702; Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions for Lake Nona South (Non-Residential) Community recorded December 22, 2010 in Official Records Book 10550, Page 4150; Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Lake Nona South (Non-Residential) Community recorded May 9, 2011 in Official Records Book 10281, Page 4081; Assignment and Assumption of Declarant's Rights and Obligations to Lake Nona Land Company, LLC recorded January 27, 2012 in Official Records Book 10323, Page 7525; Seventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community recorded November 15, 2012 in Official Records Book 10474, Page 6300; Eighth Amendment to Master Declaration of Covenants, Conditions and Easements for Lake Nona South (Non-Residential) Community recorded December 12, 2012 in Official Records Book 10498, Page 6577; and Eighth Amendment to Declaration of Covenants, Conditions and Easements for Lake Nona South (Non-Residential) Community recorded August 5, 2013 in Official Records Book 10813, Page 5018, all in the Public Records of Orange County, Florida, as they may be amended from time to time (the "Declaration"). All encumbrances described in the Declaration encumbering the lands depicted herein are private non-taxative encumbrances.
- All encumbrances shown herein which are not created by this plat are for informational purposes only used, unless stated otherwise, the depiction of said encumbrances is not intended to restrict same.

NOTE:
- THE PROPERTIES DELINEATED ON THIS PLAT ARE SUBJECT TO AIRCRAFT NOISE THAT MAY BE OBJECTIONABLE.

LEGEND

- FRM = PERMANENT REFERENCE MONUMENT
- CS3 = CURVE NUMBER (SEE CURVE TABLE)
- L14 = LINE NUMBER (SEE LINE TABLE)
- C = CENTRAL ANGLE
- R = RADIUS
- L = ARC LENGTH
- CB = CHORD BEARING
- CE = CHORD BEARING
- E/W = RIGHT-OF-WAY
- KT = MOLE-TANGENT
- (NW) = NORTH-RADIUS
- PT = POINT OF TANGENCY
- PC = POINT OF CURVATURE
- OR3 = OFFICIAL RECORD BOOK
- 308 = PLAT BOOK
- HC(S) = PAGE(S)
- CL = CONCRETE MONUMENT
- LI = LICENSED SURVEYOR
- LS = LICENSED SURVEYOR
- PL = PROFESSIONAL LAND SURVEYOR
- CDK = CERTIFIED DOKTOR RECORD

SECTION 30-24-31 - SECTION 30, TOWNSHIP 24 SOUTH, RANGE 31 EAST

FRM DENOTES PERMANENT REFERENCE MONUMENT (FOUND ON SET 4744 CONCRETE MONUMENT PER #10 68 UNLESS OTHERWISE INDICATED) PER CHAPTER 177, FLORIDA STATUTES

FRM DENOTES PERMANENT CONTROL POINT (SET NAIL AND DISK PER LAWS) PER CHAPTER 177, FLORIDA STATUTES

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY THAT THE FOREGOING PLAT WAS RECORDED IN THE ORANGE COUNTY OFFICIAL RECORDS ON April 13, 2013, File No. 2013-019-0234

County Comptroller in and for Orange County, Florida.

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY that on APRIL 13, 2013 the DONALD W. MCINTOSH ASSOCIATES, INC. of the City of Orlando, Florida, has submitted the foregoing plat.

MAJOR: Donal W. McIntosh
ATTEST: Donal W. McIntosh City Clerk

CERTIFICATE OF APPROVAL BY CITY ENGINEER

Examined and Approved: Donal W. McIntosh Date: 4-7-13
City Planning Official: Donal W. McIntosh

CERTIFICATE OF REVIEW BY CITY SURVEYOR

Reviewed for conformity to Florida State Statute 177
City Surveyor: Donal W. McIntosh Date: 4/11/13

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL BY THESE PRESENTS, This plat was prepared under the direction and supervision of the undersigned, a professional surveyor and mapper, and conformed with all of the survey requirements of Chapter 177, Florida Statutes. The lands depicted herein are located in the City of Orlando, Orange County, Florida.

DONALD W. MCINTOSH ASSOCIATES, INC.
Certificate of Authorization Number: 0000000000
2200 Park Avenue North, Winter Park, FL 32789
Date: March 27, 2013
Donal W. McIntosh
Florida Registered Surveyor and Mapper
Certificate No. 30484

PLAT BOOK 84 PAGE 139

LAKE NONA BOULEVARD FOURTH ADDITION

DEDICATION

KNOW ALL BY THESE PRESENTS, That Boggy Creek Improvement District, a local unit of special purpose government established pursuant to Chapter 150, Florida Statutes, being the owner in fee simple of Sanger Road with the lands described herein, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates Lake Nona Boulevard and Sanger Road shown hereon to the perpetual use of the public.

IN WITNESS WHEREOF, the undersigned presents to be signed by the authorized agent named below:

Boggy Creek Improvement District, a special purpose form of local government established pursuant to and governed by Chapter 150, Florida Statutes

12025 Corporate Boulevard
Orlando, FL 32817

By: Donal W. McIntosh DATE: 3/27/13
TITLE: City Engineer

Signed and sealed in the presence of:
By: Donal W. McIntosh By: Michelle R. Bennett
Notary Public Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 27th day of March 2013, by Donal W. McIntosh, P.E., as Chairman of Boggy Creek Improvement District, a special purpose form of local government established pursuant to and governed by Chapter 150, Florida Statutes, on behalf of the local unit of special purpose government. He is personally known to me and is not a disinterested party.

Michelle R. Bennett
NOTARY PUBLIC
COMMISSION NUMBER: 0000000000
MY COMMISSION EXPIRES: 12/31/13

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY that on APRIL 13, 2013 the DONALD W. MCINTOSH ASSOCIATES, INC. of the City of Orlando, Florida, has submitted the foregoing plat.

MAJOR: Donal W. McIntosh
ATTEST: Donal W. McIntosh City Clerk

CERTIFICATE OF APPROVAL BY CITY ENGINEER

Examined and Approved: Donal W. McIntosh Date: 4-7-13
City Planning Official: Donal W. McIntosh

CERTIFICATE OF REVIEW BY CITY SURVEYOR

Reviewed for conformity to Florida State Statute 177
City Surveyor: Donal W. McIntosh Date: 4/11/13

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL BY THESE PRESENTS, This plat was prepared under the direction and supervision of the undersigned, a professional surveyor and mapper, and conformed with all of the survey requirements of Chapter 177, Florida Statutes. The lands depicted herein are located in the City of Orlando, Orange County, Florida.

DONALD W. MCINTOSH ASSOCIATES, INC.
Certificate of Authorization Number: 0000000000
2200 Park Avenue North, Winter Park, FL 32789
Date: March 27, 2013
Donal W. McIntosh
Florida Registered Surveyor and Mapper
Certificate No. 30484

SCHEDULE 3

CURRENT PHASE UPGRADE COST PAYMENT TERMS

MONTHLY INSTALLMENT:

During the Term of the Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of **\$1,096.61**. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.



Boggy Creek Improvement District

**Operation and Maintenance Expenditures Paid in
January 2026 in an amount totaling \$156,793.50**

BOGGY CREEK IMPROVEMENT DISTRICT

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

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from January 1, 2026 through January 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$156,793.50**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Boggy Creek Improvement District
 AP Check Register (Current by Bank)
 Check Dates: 1/1/2026 to 1/31/2026

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: OM-ACH - CITY NATIONAL BANK - ACH & WIRES					001-101-0000-00-01
70050	01/09/26	M	BEEP	Beep, Inc.	\$21,365.42
70051	01/20/26	M	TRUSTE	US Bank as Trustee for Boggy C	\$3,836.11
70052	01/20/26	M	OUC	Orlando Utilities Commission	\$11,886.55
BANK OM-ACH REGISTER TOTAL:					\$37,088.08
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
98	01/05/26	P	DONMC	Donald W. McIntosh ssociates	\$416.60
99	01/05/26	P	KUT K	Kutak Rock	\$3,936.50
00	01/09/26	P	BERCON	Berman Construction	\$3,000.01
01	01/09/26	P	CEPRA	Cepra Landscape	\$55,935.08
02	01/09/26	P	PFMGC	PFM Group Consulting	\$500.00
03	01/26/26	P	CEPRA	Cepra Landscape	\$51,615.58
04	01/26/26	P	PFMGC	PFM Group Consulting	\$53.48
05	01/28/26	P	AWC	Aquatic Weed Control, Inc.	\$835.00
06	01/28/26	P	BERCON	Berman Construction	\$3,000.01
07	01/28/26	P	PFMGC	PFM Group Consulting	\$3,541.67
08	01/28/26	P	RLEVEY	Richard Levey	\$200.00
09	01/28/26	P	TCZAPK	Thaddeus Czapka	\$200.00
10	01/28/26	P	VGLOBA	VGlobalTech	\$300.00
BANK SUN REGISTER TOTAL:					\$123,533.93
GRAND TOTAL					\$160,622.01

123,533.93	Checks 4498-4510
3,836.11	Debt Service - via wire
21,365.42	FR 86 - BEEP payment
11,886.55	PA 715 - OUC invoice paid online
7.60	OCTC on-roll commission
160,629.61	Cash Spent
156,793.50	O&M Cash Spent

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

Boggy Creek Improvement District
 January 2026 AP Remittance Report

BANK:	SUN	CHECK:	4498	AMOUNT:	\$416.60	DATE:	01/05/26	VEND ID:	DONMC
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
12/19/25	48287	PA 713 - Eng. srvs. thru 11/28				\$0.00	\$416.60		
TOTALS:						\$0.00	\$416.60		
BANK:	SUN	CHECK:	4499	AMOUNT:	\$3,936.50	DATE:	01/05/26	VEND ID:	KUTAK
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
12/17/25	3673745	PA 713 - Gen. legal thru 11/30				\$0.00	\$3,936.50		
TOTALS:						\$0.00	\$3,936.50		
BANK:	OM-ACH	CHECK:	70050	AMOUNT:	\$21,365.42	DATE:	01/09/26	VEND ID:	BEEP
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
11/30/25	913	FR 86 - 2 vans - managed servi				\$0.00	\$10,200.04		
11/30/25	913	FR 86 - 2 vans - software appl				\$0.00	\$3,399.98		
11/30/25	913	FR 86 - 2 vans - insurance & m				\$0.00	\$3,399.98		
11/30/25	913	FR 86 - 2 vans - AV operation				\$0.00	\$4,365.42		
TOTALS:						\$0.00	\$21,365.42		
BANK:	SUN	CHECK:	4500	AMOUNT:	\$3,000.01	DATE:	01/09/26	VEND ID:	BERCON
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
12/01/25	93181	PA 711 - Dec. irrigation speci				\$0.00	\$1,666.67		
12/01/25	93181	PA 711 - Dec. administrator ag				\$0.00	\$1,333.34		
TOTALS:						\$0.00	\$3,000.01		
BANK:	SUN	CHECK:	4501	AMOUNT:	\$55,935.08	DATE:	01/09/26	VEND ID:	CEPRA
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
10/30/25	O-S9028	PA 714 - Oct. interchange cont				\$0.00	\$1,039.00		
10/30/25	O-S9029	PA 714 - Oct. interchange cont				\$0.00	\$464.50		
12/01/25	O-S9219	PA 711 - Dec. interchange land				\$0.00	\$24,010.08		
12/01/25	O-S9224	PA 711 - Dec. landscaping				\$0.00	\$27,605.50		
11/30/25	O-S9277	PA 714 - Nov. controller 13 ir				\$0.00	\$772.00		
11/30/25	O-S9280	PA 714 - Nov. controller 13 re				\$0.00	\$1,472.00		
11/30/25	O-S9282	PA 714 - Nov. valve box replac				\$0.00	\$120.00		
11/30/25	O-S9283	PA 714 - Nov. controller 11 re				\$0.00	\$452.00		
TOTALS:						\$0.00	\$55,935.08		
BANK:	SUN	CHECK:	4502	AMOUNT:	\$500.00	DATE:	01/09/26	VEND ID:	PFMGC
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
12/15/25	139758	PA 714 - Series 2013 - 2026.Q1				\$0.00	\$250.00		
12/15/25	139758	PA 714 - Series 2023 - 2026.Q1				\$0.00	\$250.00		
TOTALS:						\$0.00	\$500.00		
BANK:	OM-ACH	CHECK:	70051	AMOUNT:	\$3,836.11	DATE:	01/20/26	VEND ID:	TRUSTE
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
01/16/26	2026.01.15	S2013 FY26 DS (203751008) Dist				\$0.00	\$3,836.11		
TOTALS:						\$0.00	\$3,836.11		
BANK:	OM-ACH	CHECK:	70052	AMOUNT:	\$11,886.55	DATE:	01/20/26	VEND ID:	OUC
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
01/02/26	83178-010226	PA 715 - OUC 2026.01.02 - IME				\$0.00	\$212.11		
01/02/26	83178-010226	PA 715 - OUC 2026.01.02 - Elec				\$0.00	\$1,489.45		
01/02/26	83178-010226	PA 715 - OUC 2026.01.02 - Wate				\$0.00	\$2,268.19		
01/02/26	83178-010226	PA 715 - OUC 2026.01.02 - Stre				\$0.00	\$7,701.77		
01/02/26	83178-010226	PA 715 - OUC 2026.01.02 - IME				\$0.00	\$215.03		
TOTALS:						\$0.00	\$11,886.55		

Boggy Creek Improvement District
 January 2026 AP Remittance Report

BANK:	SUN	CHECK:	4503	AMOUNT:	\$51,615.58	DATE:	01/26/26	VEND ID:	CEPRA
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
01/01/26	O-S9391	PA 715 - Jan. interchange land				\$0.00	\$24,010.08		
01/01/26	O-S9396	PA 715 - Jan. landscaping				\$0.00	\$27,605.50		
TOTALS:						\$0.00	\$51,615.58		
BANK:	SUN	CHECK:	4504	AMOUNT:	\$53.48	DATE:	01/26/26	VEND ID:	PFMGC
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
12/05/25	139532	PA 715 - Nov. mileage, tolls				\$0.00	\$6.80		
12/05/25	139532	PA 715 - Oct. storage facility				\$0.00	\$40.00		
01/06/26	OE-EXP-01-2026-05	PA 715 - Dec. FedEx				\$0.00	\$6.68		
TOTALS:						\$0.00	\$53.48		
BANK:	SUN	CHECK:	4505	AMOUNT:	\$835.00	DATE:	01/28/26	VEND ID:	AWC
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
01/15/26	117636	PA 717 - Jan. waterway service				\$0.00	\$835.00		
TOTALS:						\$0.00	\$835.00		
BANK:	SUN	CHECK:	4506	AMOUNT:	\$3,000.01	DATE:	01/28/26	VEND ID:	BERCON
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
01/01/26	93856	PA 716 - Jan. irrigation speci				\$0.00	\$1,666.67		
01/01/26	93856	PA 716 - Jan. administrator ag				\$0.00	\$1,333.34		
TOTALS:						\$0.00	\$3,000.01		
BANK:	SUN	CHECK:	4507	AMOUNT:	\$3,541.67	DATE:	01/28/26	VEND ID:	PFMGC
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
01/05/26	DM-01-2026-06	PA 716 - DM fee: Jan. 2026				\$0.00	\$3,541.67		
TOTALS:						\$0.00	\$3,541.67		
BANK:	SUN	CHECK:	4508	AMOUNT:	\$200.00	DATE:	01/28/26	VEND ID:	RLEVEY
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
01/20/26	2026.01.20	PA 717 - Supervisor fee 2026.0				\$0.00	\$200.00		
TOTALS:						\$0.00	\$200.00		
BANK:	SUN	CHECK:	4509	AMOUNT:	\$200.00	DATE:	01/28/26	VEND ID:	TCZAPK
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
01/20/26	2026.01.20	PA 717 - Supervisor fee 2026.0				\$0.00	\$200.00		
TOTALS:						\$0.00	\$200.00		
BANK:	SUN	CHECK:	4510	AMOUNT:	\$300.00	DATE:	01/28/26	VEND ID:	VGLOBA
Date	Invoice Number	Invoice Description				Discount Taken	Amount Paid		
12/01/25	7967	PA 717 - Oct. - Dec. ADA audit				\$0.00	\$300.00		
TOTALS:						\$0.00	\$300.00		



Boggy Creek Improvement District

**Requisition Nos. 506 – 508 Paid in
January 2026 in an amount totaling \$3,371.62**

BOGGY CREEK IMPROVEMENT DISTRICT

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

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from January 1, 2026 through January 31, 2026. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
506	Holland & Knight	\$622.45
507	Orlando Sentinel	\$238.25
508	Donald W. McIntosh Associates	\$2,510.92
	TOTAL	\$3,371.62

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:** 506

(B) **Name of Payee:** Holland & Knight

(C) **Amount Payable:** \$622.45

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

1. Closing Fees Related to the LN West ROW Parcels to be Turned Over to the City of Orlando

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

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

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

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

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

RECEIVED

By Amanda Lane at 8:40 am, Jan 26, 2026

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.

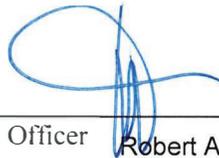
Boggy Creek Improvement District



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 Robert A. Schanck, PE

RECEIVED

By Amanda Lane at 8:40 am, Jan 26, 2026

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:** 507

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

(C) **Amount Payable:** \$238.25

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

1. Invoice 130163081000 for Reference OSC130163081 (Ad #7894186) for Construction Legal Advertising of the December 11, 2025 Construction Committee Meeting (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 an Event of Default but for the requirement that notice be given or time elapse or both.

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

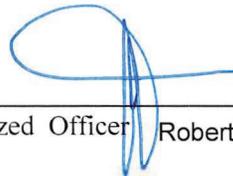
Boggy Creek Improvement District



Authorized Officer

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

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



Authorized Officer Robert A. Schanck, PE

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:** 508

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

(C) **Amount Payable:** \$2,510.92

(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 48411 for Project 23218 (Lake Nona Boggy Creek) Through 12/31/2025 – **\$262.50**
2. Invoice 48415 for Project 22542 (Lake Nona South Lift Station No. 9 and 6,000 LF of 10" Force Main) Through 12/31/2025 – **\$2,248.42**

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

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

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

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

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

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

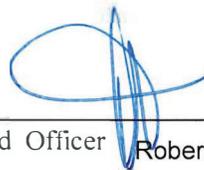
Boggy Creek Improvement District



Authorized Officer

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

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



Authorized Officer Robert A. Schanck, PE

RECEIVED

By Amanda Lane at 8:40 am, Jan 26, 2026



Boggy Creek Improvement District

Work Authorization/Proposed Services
(if applicable)



Proposal

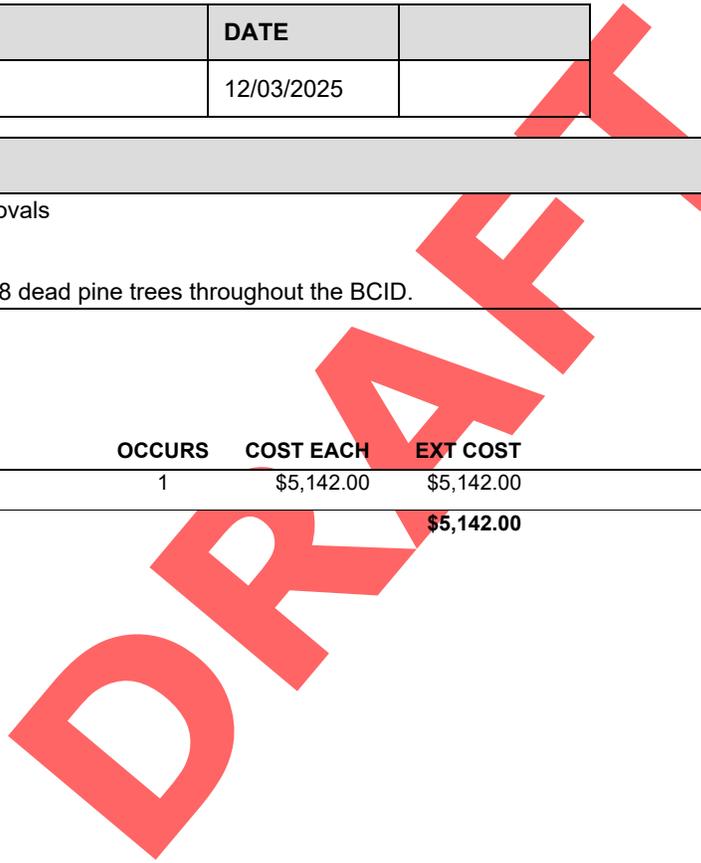
PO Box 865
 Oakland, FL 34760
 407-287-5622
 CepraLandscape.com

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

PROPOSAL #	DATE	
52189	12/03/2025	

DESCRIPTION	
Dead Pine Tree Removals BCID Proposal to remove 18 dead pine trees throughout the BCID.	\$5,142.00

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
TREE WORK - SUB	1	\$5,142.00	\$5,142.00	\$5,142.00
TOTAL:			\$5,142.00	\$5,142.00



Terms and Conditions

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

Customer Printed Name

Customer Signature

Date

WORK ORDER #52189



Proposal For

Location

Cepra Landscape

main: 3213171582
mmccollum@cepralandscape.com

Lake Nona Blvd
 Orlando, FL

Boggy CDD Pine Removals

Terms

Due on receipt

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1) Dead Pine Tree Removal Medical City - 4 broken pines, 7 pine = 11	1		
Lake Nona BLVD & Humboldt - 3			
Between Nemours & Medical City on Lake Nona Blvd. 3			
Lake Nona BLVD before Nemours 1			
Previous total 7			
New Total 18			

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

SUBTOTAL	\$
SALES TAX	\$
TOTAL	\$

Signature

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Sierra Cook
 Office: 352-396-7711
sierra@dwcoutdoors.com

Photos



1) Dead Pine Tree Removal



1) Dead Pine Tree Removal



1) Dead Pine Tree Removal



1) Dead Pine Tree Removal



1) Dead Pine Tree Removal



1) Dead Pine Tree Removal





1) Dead Pine Tree Removal



1) Dead Pine Tree Removal

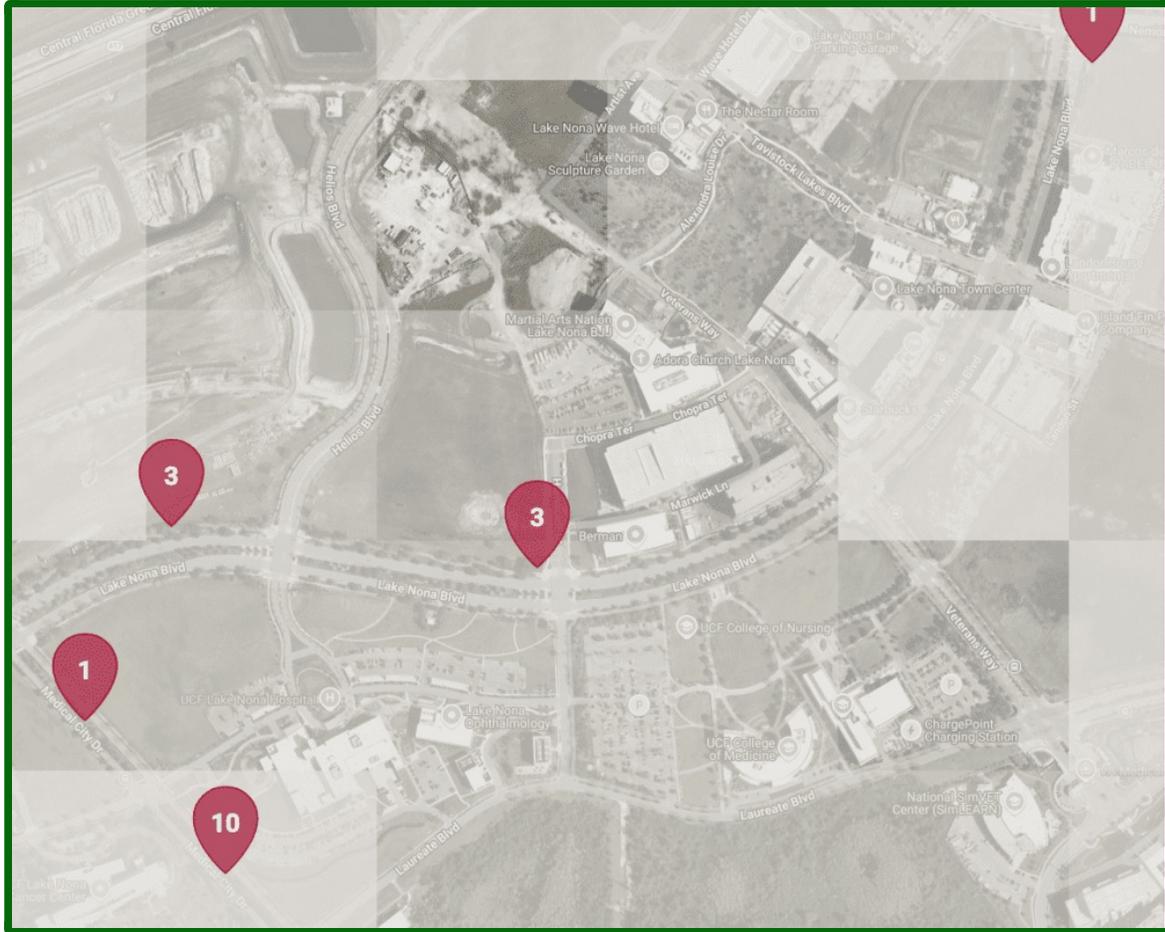


1) Dead Pine Tree Removal



1) Dead Pine Tree Removal





ID	DESCRIPTION	COLOR
1	Pine	
3	Pines	
3	Pines	



1	Pines
10	Pines



DWC Outdoors & Hauling LLC. - Terms and Conditions - Updated 7/5/2023

1. Client/Owner shall provide all utilities to perform work at Job Site. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other job-related functions in compliance with the contract during normal working hours or hours required by the contract or other reasonable periods of time. Contractor will commence work as reasonably practical after the owner makes the site available to perform work.
2. Contractor shall recognize and perform in accordance with only written terms, contract specifications, and drawings contained or referred to herein. All materials shall conform to contract specifications.
3. Any additional services not specified in the signed written contract that involves additional costs will be executed only upon signed written work order and additional fees will be assessed over and above the estimate.
4. If the job site conditions materially change from the time of approval of this proposal to the commencement of work causing the job costs to adversely change, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Safety of workforce will always take precedence.
5. Any requests not in accordance with ISA standards will require a signed waiver of liability.
6. Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which may be caused due to the Contractor's work. It is understood and agreed that the Contractor shall not be liable for any damages that are the result of the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by acts of nature such as hail, fire, flood, hurricane, windstorm, etc. Under these instances, Contractor shall have the right to renegotiate the terms and prices of this proposal within thirty (30) days. Any illegal trespass claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and authorization shall be the sole responsibility of Client/Owner.
7. Notice of Cancellation of work must be received in writing to a Principle/Management of DWC Outdoors 10 days prior to job scheduled date. Failure to do so will result in a \$250 cancellation fee.
8. Client/Owner shall make payment to Contractor within two (2) days of receipt of invoice unless otherwise agreed upon in writing. Failure to make payment per terms may result in a Mechanic's Lien, & 18% APR with a minimum of \$100.00 per month.
9. All work, including emergency work, overtime and weekend work performed outside of the normal working hours (Mon-Fri 6:30 a.m.- 5:00 p.m.) shall be billed at overtime rates. Power equipment will commence at 7:00 a.m., unless otherwise specified in the contract agreement. Additional charges will apply if crews are unable to use power equipment by 9:00 a.m.
10. Septic & Drain Field - DWC Outdoors will not be responsible for any unmarked septic tanks or drain fields during time of work. Please have all areas marked prior to scheduled date of work.
11. Oil Dropping – DWC Outdoors will not be responsible for any oil stains on driveways or sidewalks. We have new equipment, but sometimes there may be drops of oil while working on job sites. We do our best to avoid any and all droppings of oil.
12. Heavy Equipment – DWC Outdoors will not be responsible for any damaged and/or cracked concrete areas or for any ruts / lawn damage due to use of any heavy equipment defined as; cranes, bobcats, large trucks and /or chippers, etc.
13. Miscellaneous Items – DWC Outdoors will not be responsible for any items or plants left in working area on day of job. Please have everything moved / relocated before work is started.
14. Irrigation – DWC Outdoors will not be responsible for any irrigation lines, sprinkler heads or anything else buried underground that is not marked. Heavy equipment is sometimes required on the property and it is the responsibility of the customer for possible repairs.
15. Electrical Lines (various) – If lines are not marked, DWC Outdoors will not be responsible for any damage such as cut or crushed lines. Please have all lines (gas line, water, telephone, cable, fiber optics buried) marked prior to date of job. It is the client's responsibility to get all lines marked. You can call Sunshine 811 at 1-800-432-4770 and they will locate most lines.
16. Property & Structural Damage – DWC Outdoors has their own repair service for any damage caused by the company. We will not use outside contractors to do the repair due to previous price gouging and unfair business tactics. If DWC Outdoors cannot repair the damage, we have the right to select a third-party contractor for the repair. We are insured, but because of rate increases, we have the right to repair it at our cost. If property damage occurs DWC Outdoors will make every effort to return the damaged item to the condition that it was prior to the incident. Due to weathering, fading, age, and general wear and tear DWC Outdoors cannot guarantee that the replaced item will match exactly to the damaged item.
17. Tree Removal - Trees removed will be cut close to the ground based on the conditions next to the bottom of the tree trunk. Additional charges will be assessed for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility and cable lines prior to commencement of work. DWC Outdoors is not responsible for damage to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation systems. DWC Outdoors may repair damaged irrigation lines at the Client/Owner's expense.
18. Disclaimer: Contract is based on the information given at the time of contract and priced based upon information gathered during the proposal process using ordinary means and information given, at or about the time the proposal was prepared. The price quoted in the proposal for work performed is the result of that information and therefore DWC Outdoors will not be liable for any additional costs or damages for additional work not described on the contract or proposal and terms and conditions, that were not ascertainable at the time proposal or contract. The work performed by DWC Outdoors is intended to preserve the tree's integrity and any property of the corresponding work and enhance the overall value of the property but is not a guarantee. DWC Outdoors cannot be held liable for unknown or otherwise hidden defects of any trees on or near work being performed, which may fail in the future. The work performed cannot guarantee exact results.



Boggy Creek Improvement District

District's Financial Position and Budget to Actual YTD



Boggy Creek Improvement District

January 2026 Financial Package

January 31, 2026

PFM Group Consulting LLC
3501 Quadrangle Boulevard
Suite 270
Orlando, FL 32817-8329
(407) 723-5900



Boggy Creek Improvement District
 Statement of Financial Position
 As of 1/31/2026

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$ 631,601.64				\$ 631,601.64
State Board of Administration	1,543.52				1,543.52
Infrastructure Capital Reserve	144,016.17				144,016.17
Interchange Maintenance Reserve	16,851.09				16,851.09
Accounts Receivable - Due from Developer	21,042.50				21,042.50
On-Roll Assessments Receivable	299,163.72				299,163.72
Off-Roll Assessments Receivable	310,424.08				310,424.08
Due From Other Governmental Units	17,098.23				17,098.23
Deposits	5,000.00				5,000.00
On-Roll Assessments Receivable		\$ 729,505.47			729,505.47
Off-Roll Assessments Receivable		2,168,094.74			2,168,094.74
Debt Service Reserve Series 2013		3,936,453.12			3,936,453.12
Debt Service Reserve Series 2023		582,509.38			582,509.38
Revenue Series 2013		2,146,780.49			2,146,780.49
Revenue Series 2023		663,075.26			663,075.26
Prepayment Series 2013		4,568.75			4,568.75
Prepayment Series 2023		3,806.38			3,806.38
General Checking Account			\$ 13,373.96		13,373.96
Due From Other Governmental Units			344.03		344.03
Acquisition/Construction Series 2013			179,510.69		179,510.69
Acquisition/Construction Series 2023			3,195.98		3,195.98
Total Current Assets	\$ 1,446,740.95	\$ 10,234,793.59	\$ 196,424.66	\$ -	\$ 11,877,959.20



Boggy Creek Improvement District
 Statement of Financial Position
 As of 1/31/2026

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Investments</u>					
Amount Available in Debt Service Funds				\$ 7,337,193.38	\$ 7,337,193.38
Amount To Be Provided				49,272,806.62	49,272,806.62
Total Investments	\$ -	\$ -	\$ -	\$ 56,610,000.00	\$ 56,610,000.00
Total Assets	<u>\$ 1,446,740.95</u>	<u>\$ 10,234,793.59</u>	<u>\$ 196,424.66</u>	<u>\$ 56,610,000.00</u>	<u>\$ 68,487,959.20</u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$ 21,267.50				\$ 21,267.50
Deferred Revenue	21,042.50				21,042.50
Deferred Revenue - On-Roll	299,163.72				299,163.72
Deferred Revenue - Off-Roll	310,424.08				310,424.08
Deferred Revenue - On-Roll		\$ 729,505.47			729,505.47
Deferred Revenue - Off-Roll		2,168,094.74			2,168,094.74
Accounts Payable			\$ 47.65		47.65
Total Current Liabilities	<u>\$ 651,897.80</u>	<u>\$ 2,897,600.21</u>	<u>\$ 47.65</u>	<u>\$ -</u>	<u>\$ 3,549,545.66</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$ 56,610,000.00	\$ 56,610,000.00
Total Long Term Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 56,610,000.00</u>	<u>\$ 56,610,000.00</u>
Total Liabilities	<u>\$ 651,897.80</u>	<u>\$ 2,897,600.21</u>	<u>\$ 47.65</u>	<u>\$ 56,610,000.00</u>	<u>\$ 60,159,545.66</u>



Boggy Creek Improvement District
 Statement of Financial Position
 As of 1/31/2026

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Net Assets</u>					
Net Assets, Unrestricted	\$ 70,670.30				\$ 70,670.30
Net Assets - General Government	694,846.65				694,846.65
Current Year Net Assets - General Government	29,326.20				29,326.20
Net Assets, Unrestricted		\$ (1,465,642.46)			(1,465,642.46)
Current Year Net Assets, Unrestricted		728,801.81			728,801.81
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			(4,153,414.29)		(4,153,414.29)
Current Year Net Assets, Unrestricted			37,446.49		37,446.49
Net Assets - General Government			26,696,976.16		26,696,976.16
Total Net Assets	\$ 794,843.15	\$ 7,337,193.38	\$ 196,377.01	\$ -	\$ 8,328,413.54
Total Liabilities and Net Assets	\$ 1,446,740.95	\$ 10,234,793.59	\$ 196,424.66	\$ 56,610,000.00	\$ 68,487,959.20



Boggy Creek Improvement District
Statement of Activities
As of 1/31/2026

	General	Debt Service	Capital Projects	General Long- Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$ 443.57				\$ 443.57
Off-Roll Assessments	310,424.07				310,424.07
Developer Contributions	42,898.75				42,898.75
Other Income & Other Financing Sources	0.01				0.01
On-Roll Assessments		\$ 3,836.11			3,836.11
Off-Roll Assessments		2,168,094.74			2,168,094.74
Inter-Fund Group Transfers In		(50,551.30)			(50,551.30)
Inter-Fund Transfers In			\$ 50,551.30		50,551.30
Total Revenues	<u>\$ 353,766.40</u>	<u>\$ 2,121,379.55</u>	<u>\$ 50,551.30</u>	<u>\$ -</u>	<u>\$ 2,525,697.25</u>
<u>Expenses</u>					
Supervisor Fees	\$ 600.00				\$ 600.00
Public Officials' Liability Insurance	4,569.00				4,569.00
Trustee Services	6,446.30				6,446.30
Management	14,166.68				14,166.68
Engineering	2,457.85				2,457.85
Disclosure	500.00				500.00
District Counsel	3,936.50				3,936.50
Assessment Administration	15,000.00				15,000.00
Arbitrage Calculation	1,000.00				1,000.00
Travel and Per Diem	40.80				40.80
Postage & Shipping	20.91				20.91
Legal Advertising	495.18				495.18
Bank Fees	7.60				7.60
Miscellaneous	80.00				80.00
Web Site Maintenance	1,040.00				1,040.00
Holiday Decorations	500.00				500.00
Dues, Licenses, and Fees	175.00				175.00
Electric	4,015.61				4,015.61
Water Reclaimed	6,127.95				6,127.95
General Insurance	5,183.00				5,183.00
Property & Casualty	6,455.00				6,455.00
Other Insurance	500.00				500.00



Boggy Creek Improvement District
Statement of Activities
As of 1/31/2026

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
Irrigation Parts	\$ 7,937.50				\$ 7,937.50
Landscaping Maintenance & Material	110,264.04				110,264.04
IME - Aquatics Maintenance	1,085.52				1,085.52
IME - Irrigation	488.64				488.64
IME - Landscaping	31,213.12				31,213.12
IME - Lighting	194.06				194.06
IME - Miscellaneous	99.13				99.13
IME - Water Reclaimed	306.12				306.12
Pest Control	1,510.00				1,510.00
Entry and Wall Maintenance	8,700.00				8,700.00
Shuttle Financing - Maintenance	10,199.94				10,199.94
Shuttle Financing - BEEP Operating Costs	53,741.31				53,741.31
Streetlights	22,987.33				22,987.33
Personnel Leasing Agreement	12,000.04				12,000.04
Interest Payments (Series 2013)		\$ 1,015,775.00			1,015,775.00
Interest Payments (Series 2023)		437,278.13			437,278.13
Engineering			\$ 14,103.62		14,103.62
Legal Advertising			153.44		153.44
Contingency			622.45		622.45
Total Expenses	\$ 334,044.13	\$ 1,453,053.13	\$ 14,879.51	\$ -	\$ 1,801,976.77
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$ 9,603.93				\$ 9,603.93
Dividend Income		\$ 60,475.39			60,475.39
Interest Income			\$ 148.02		148.02
Dividend Income			1,626.68		1,626.68
Total Other Revenues (Expenses) & Gains (Losses)	\$ 9,603.93	\$ 60,475.39	\$ 1,774.70	\$ -	\$ 71,854.02
Change In Net Assets	\$ 29,326.20	\$ 728,801.81	\$ 37,446.49	\$ -	\$ 795,574.50
Net Assets At Beginning Of Year	\$ 765,516.95	\$ 6,608,391.57	\$ 158,930.52	\$ -	\$ 7,532,839.04
Net Assets At End Of Year	\$ 794,843.15	\$ 7,337,193.38	\$ 196,377.01	\$ -	\$ 8,328,413.54



Boggly Creek Improvement District
 Budget to Actual
 For the Month Ending 1/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
Revenues					
Assessments	\$ 310,867.64	\$ 306,818.48	\$ 4,049.16	\$ 920,455.44	33.77%
Developer Contributions	42,898.75	241,773.23	(198,874.48)	725,319.70	5.91%
Carryforward Revenue	43,512.50	43,512.50	-	130,537.49	33.33%
Other Income & Other Financing Sources	0.01	-	0.01	-	
Net Revenues	\$ 397,278.90	\$ 592,104.21	\$ (194,825.31)	\$ 1,776,312.63	22.37%
General & Administrative Expenses					
Legislative					
Supervisor Fees	\$ 600.00	\$ 4,000.00	\$ (3,400.00)	\$ 12,000.00	5.00%
Financial & Administrative					
Public Officials' Liability Insurance	4,569.00	1,652.17	2,916.83	4,956.50	92.18%
Trustee Services	6,446.30	3,044.67	3,401.63	9,134.00	70.57%
Management	14,166.68	14,166.67	0.01	42,500.00	33.33%
Engineering	2,457.85	3,833.33	(1,375.48)	11,500.00	21.37%
Disclosure	500.00	666.67	(166.67)	2,000.00	25.00%
District Counsel	3,936.50	11,666.67	(7,730.17)	35,000.00	11.25%
Assessment Administration	15,000.00	5,000.00	10,000.00	15,000.00	100.00%
Reamortization Schedules	-	83.33	(83.33)	250.00	0.00%
Audit	-	1,333.33	(1,333.33)	4,000.00	0.00%
Arbitrage Calculation	1,000.00	400.00	600.00	1,200.00	83.33%
Tax Preparation	-	10.00	(10.00)	30.00	0.00%
Travel and Per Diem	40.80	100.00	(59.20)	300.00	13.60%
Telephone	-	8.33	(8.33)	25.00	0.00%
Postage & Shipping	20.91	166.67	(145.76)	500.00	4.18%
Copies	-	83.33	(83.33)	250.00	0.00%
Legal Advertising	495.18	2,000.00	(1,504.82)	6,000.00	8.25%
Bank Fees	7.60	120.00	(112.40)	360.00	2.11%
Miscellaneous	80.00	393.33	(313.33)	1,180.00	6.78%
Meeting Room	-	83.33	(83.33)	250.00	0.00%
Office Supplies	-	33.33	(33.33)	100.00	0.00%
Property Taxes	-	50.00	(50.00)	150.00	0.00%
Web Site Maintenance	1,040.00	1,140.00	(100.00)	3,420.00	30.41%
Holiday Decorations	500.00	200.00	300.00	600.00	83.33%
Dues, Licenses, and Fees	175.00	58.33	116.67	175.00	100.00%
Total General & Administrative Expenses	\$ 51,035.82	\$ 50,293.49	\$ 742.33	\$ 150,880.50	33.83%



Boggly Creek Improvement District
Budget to Actual
For the Month Ending 1/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
<u>Field Operations Expenses</u>					
Electric Utility Services					
Electric	\$ 4,015.61	\$ 3,166.67	\$ 848.94	\$ 9,500.00	42.27%
Entry Lighting	-	166.67	(166.67)	500.00	0.00%
Water-Sewer Combination Services					
Water Reclaimed	6,127.95	10,666.67	(4,538.72)	32,000.00	19.15%
Other Physical Environment					
General Insurance	5,183.00	1,874.50	3,308.50	5,623.50	92.17%
Property & Casualty	6,455.00	2,435.70	4,019.30	7,307.10	88.34%
Other Insurance	500.00	500.00	-	1,500.00	33.33%
Irrigation Repairs	7,937.50	21,666.67	(13,729.17)	65,000.00	12.21%
Landscaping Maintenance & Material	110,264.04	121,573.33	(11,309.29)	364,720.00	30.23%
Landscape Improvements	-	21,666.67	(21,666.67)	65,000.00	0.00%
Tree Trimming	-	5,233.33	(5,233.33)	15,700.00	0.00%
Contingency	-	3,333.33	(3,333.33)	10,000.00	0.00%
Trail Maintenance	-	6,666.67	(6,666.67)	20,000.00	0.00%
Pest Control	1,510.00	1,166.67	343.33	3,500.00	43.14%
Shuttle Financing					
Maintenance	10,199.94	72,000.00	(61,800.06)	216,000.00	4.72%
Vehicle Cost (Loan Payment)	-	48,773.23	(48,773.23)	146,319.70	0.00%
BEEP Operating Costs	53,741.31	119,333.33	(65,592.02)	358,000.00	15.01%
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	1,085.52	1,148.33	(62.81)	3,445.00	31.51%
IME - Irrigation Repair	488.64	1,083.33	(594.69)	3,250.00	15.04%
IME - Landscaping	31,213.12	31,754.78	(541.66)	95,264.33	32.76%
IME - Lighting	194.06	433.33	(239.27)	1,300.00	14.93%
IME - Miscellaneous	99.13	2,166.67	(2,067.54)	6,500.00	1.53%
IME - Water Reclaimed	306.12	541.67	(235.55)	1,625.00	18.84%
IME - Landscape Improvements	-	4,333.33	(4,333.33)	13,000.00	0.00%
Road & Street Facilities					
Entry and Wall Maintenance	8,700.00	8,666.67	33.33	26,000.00	33.46%
Streetlights	22,987.33	32,450.28	(9,462.95)	97,350.83	23.61%
Parks & Recreation					
Personnel Leasing Agreement - Administrator	5,333.36	5,333.33	0.03	16,000.00	33.33%
Personnel Leasing Agreement - Irrigation Specialist	6,666.68	6,666.67	0.01	20,000.00	33.33%
Reserves					
Infrastructure Capital Reserve	-	6,722.22	(6,722.22)	20,166.67	0.00%
Interchange Maintenance Reserve	-	786.67	(786.67)	2,360.00	0.00%
Total Field Operations Expenses	\$ 283,008.31	\$ 542,310.72	\$ (259,302.41)	\$ 1,626,932.13	17.40%
Total Expenses	\$ 334,044.13	\$ 592,604.21	\$ (258,560.08)	\$ 1,777,812.63	18.79%
Income (Loss) from Operations	\$ 63,234.77	\$ (500.00)	\$ 63,734.77	\$ (1,500.00)	
<u>Other Income (Expense)</u>					
Interest Income	\$ 9,603.93	\$ 500.00	\$ 9,103.93	\$ 1,500.00	640.26%
Total Other Income (Expense)	\$ 9,603.93	\$ 500.00	\$ 9,103.93	\$ 1,500.00	640.26%
Net Income (Loss)	\$ 72,838.70	\$ -	\$ 72,838.70	\$ -	



Boggy Creek Improvement District
Budget to Actual
For the Month Ending 1/31/2026

	Oct-25	Nov-25	Dec-25	Jan-26	YTD Actual
Revenues					
Assessments	\$ -	\$ 310,424.07	\$ -	\$ 443.57	\$ 310,867.64
Developer Contributions	-	21,533.33	-	21,365.42	42,898.75
Carryforward Revenue	10,878.12	10,878.13	10,878.12	10,878.13	43,512.50
Other Income & Other Financing Sources	0.01	-	-	-	0.01
Net Revenues	\$ 10,878.13	\$ 342,835.53	\$ 10,878.12	\$ 32,687.12	\$ 397,278.90
General & Administrative Expenses					
Legislative					
Supervisor Fees	\$ 200.00	\$ -	\$ -	\$ 400.00	\$ 600.00
Financial & Administrative					
Public Officials' Liability Insurance	4,569.00	-	-	-	4,569.00
Trustee Services	6,446.30	-	-	-	6,446.30
Management	3,541.67	3,541.67	3,541.67	3,541.67	14,166.68
Engineering	-	2,041.25	416.60	-	2,457.85
Dissemination Agent	-	-	500.00	-	500.00
District Counsel	-	-	3,936.50	-	3,936.50
Assessment Administration	-	-	15,000.00	-	15,000.00
Reamortization Schedules	-	-	-	-	-
Audit	-	-	-	-	-
Arbitrage Calculation	-	-	1,000.00	-	1,000.00
Tax Preparation	-	-	-	-	-
Travel and Per Diem	-	34.00	-	6.80	40.80
Telephone	-	-	-	-	-
Postage & Shipping	-	4.42	9.81	6.68	20.91
Copies	-	-	-	-	-
Legal Advertising	-	275.68	219.50	-	495.18
Bank Fees	-	-	-	7.60	7.60
Miscellaneous	-	-	-	80.00	80.00
Meeting Room	-	-	-	-	-
Office Supplies	-	-	-	-	-
Property Taxes	-	-	-	-	-
Web Site Maintenance	185.00	185.00	185.00	485.00	1,040.00
Holiday Decorations	-	-	500.00	-	500.00
Dues, Licenses, and Fees	175.00	-	-	-	175.00
Total General & Administrative Expenses	\$ 15,116.97	\$ 6,082.02	\$ 25,309.08	\$ 4,527.75	\$ 51,035.82
Field Operations					
Electric Utility Services					
Electric	\$ -	\$ 1,396.94	\$ 1,129.22	\$ 1,489.45	\$ 4,015.61
Entry Lighting	-	-	-	-	-
Water-Sewer Combination Services					
Water Reclaimed	-	1,984.86	1,874.90	2,268.19	6,127.95
Other Physical Environment					
General Insurance	5,183.00	-	-	-	5,183.00
Property & Casualty Insurance	6,455.00	-	-	-	6,455.00
Other Insurance	500.00	-	-	-	500.00
Irrigation Repairs	-	-	7,937.50	-	7,937.50
Landscaping Maintenance & Material	27,566.01	27,566.01	27,566.01	27,566.01	110,264.04
Landscape Improvements	-	-	-	-	-



Boggy Creek Improvement District
Budget to Actual
For the Month Ending 1/31/2026

	Oct-25	Nov-25	Dec-25	Jan-26	YTD Actual
Tree Trimming	-	-	-	-	-
Contingency	-	-	-	-	-
Trail Maintenance	-	-	-	-	-
Pest Control	1,510.00	-	-	-	1,510.00
Shuttle Financing					
Maintenance	-	3,399.98	3,399.98	3,399.98	10,199.94
Vehicle Cost	-	-	-	-	-
BEEP Operating Costs	-	18,133.35	17,965.44	17,642.52	53,741.31
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	271.38	271.38	271.38	271.38	1,085.52
IME - Irrigation	-	-	488.64	-	488.64
IME - Landscaping	7,803.28	7,803.28	7,803.28	7,803.28	31,213.12
IME - Lighting	-	61.32	62.86	69.88	194.06
IME - Miscellaneous	99.13	-	-	-	99.13
IME - Water Reclaimed	-	93.46	143.72	68.94	306.12
IME - Landscape Improvements	-	-	-	-	-
Road & Street Facilities					
Entry and Wall Maintenance	-	-	8,700.00	-	8,700.00
Streetlights	-	7,645.33	7,640.23	7,701.77	22,987.33
Parks & Recreation					
Personnel Leasing Agreement - Administration	1,333.34	1,333.34	1,333.34	1,333.34	5,333.36
Personnel Leasing Agreement - Irrigation Specialist	1,666.67	1,666.67	1,666.67	1,666.67	6,666.68
Reserves					
Infrastructure Capital Reserve	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-
Total Field Operations Expenses	\$ 52,387.81	\$ 71,355.92	\$ 87,983.17	\$ 71,281.41	\$ 283,008.31
Total Expenses	\$ 67,504.78	\$ 77,437.94	\$ 113,292.25	\$ 75,809.16	\$ 334,044.13
Income (Loss) from Operations	\$ (56,626.65)	\$ 265,397.59	\$ (102,414.13)	\$ (43,122.04)	\$ 63,234.77
Other Income (Expense)					
Interest Income	\$ 2,541.90	\$ 2,056.21	\$ 2,781.45	\$ 2,224.37	\$ 9,603.93
Total Other Income (Expense)	\$ 2,541.90	\$ 2,056.21	\$ 2,781.45	\$ 2,224.37	\$ 9,603.93
Net Income (Loss)	\$ (54,084.75)	\$ 267,453.80	\$ (99,632.68)	\$ (40,897.67)	\$ 72,838.70



Boggy Creek Improvement District
Cash Flow

	Beg. Cash	FY 2025 Inflows	FY 2025 Outflows	FY 2026 Inflows	FY 2026 Outflows	End. Cash
9/1/2025	742,366.86	42,475.35	(119,816.22)	-	(16,707.00)	648,318.99
10/1/2025	648,318.99	40,905.70	(37,286.14)	-	-	651,938.55
11/1/2025	651,938.55	182.90	(73,453.42)	347,679.98	(95,223.96)	831,124.05
12/1/2025	831,124.05	39.54	-	22,469.94	(107,105.06)	746,528.47
1/1/2026	746,528.47	-	-	45,702.78	(160,629.61)	631,601.64
2/1/2026	631,601.64	-	-	155,212.03	-	786,813.67 as of 02/04/2026
Totals		83,603.49	(230,555.78)	571,064.73	(379,665.63)	