

# Boggy Creek Improvement District

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

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

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The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at **3:00 p.m. on Tuesday, April 21, 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 March 10, 2026, Board of Supervisors' Meeting**
- 2. **Letter from Supervisor of Elections – Orange County**
- 3. **Consideration of Resolution 2026-03, Designating a Date, Time and Location for the 2026 Landowners' Meeting** *[suggested date of November 3, 2026]*

### Business Matters

- 4. **Consideration of Proposals for Trail Repairs**
- 5. **Review of Fiscal Year 2027 Operations & Maintenance Budget**
- 6. **Presentation of Supplement to Third Amended and Restated Engineer's Report**
- 7. **Consideration of Encroachment Agreement with LN West**
- 8. **Ratification of Operation and Maintenance Expenditures Paid in March 2026 in an amount totaling \$140,750.21**
- 9. **Ratification of Requisition Nos. 512 – 514 Paid in March 2026 in an amount totaling \$13,388.14**
- 10. **Recommendation of Work Authorizations/Proposed Services** *(if applicable)*
- 11. **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**



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# **Boggy Creek Improvement District**

**Minutes of the March 10, 2026,  
Board of Supervisor's 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, March 10, 2026, at 3:00 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	
Lynne Mullins	PFM	(via phone)
Amanda Lane	PFM	(via phone)
Blake Firth	PFM	(via phone)
Brent Wilder	PFM	(via phone)
Michael Dennis	PFM	(via phone)
Tucker Mackie	Kutak Rock	(via phone)
Bob Schanck	Donald W. McIntosh Associates	
Carlos Negrón	Berman	
Eddie Padua	Berman	
Pete Fussell	Berman	
Edgard Morales	Berman	
Samantha Sharenow	Berman	(via phone)
Will Stafford	Tavistock	
Rudy Bautista	Tavistock	

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Dr. Levey called for public comments. He noted there were no comments from the public at this time.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
February 17, 2026, Board of  
Supervisors' Meeting**

The Board reviewed the minutes of the February 17, 2026, Board of Supervisors' Meeting.

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 Minutes of the February 17, 2026, Board of Supervisors' Meeting.

**FOURTH ORDER OF BUSINESS**

**Consideration of Proposals for Trail  
Repairs**

Mr. Padua gave an update that the request for proposals were sent to five vendors and two notated their interest to submit, however, they were not able to submit their proposal in time for today's meeting. These items will be brought to the Board at the April meeting.

**FIFTH ORDER OF BUSINESS**

**Ratification of Operation and Maintenance Expenditures Paid in February 2026 in an amount totaling \$57,287.39**

The Board reviewed the O&M Expenditures paid in February 2026.

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 February 2026 in an amount totaling \$57,287.39.

**SIXTH ORDER OF BUSINESS**

**Ratification of Requisition Nos. 509 – 511 Paid in February 2026 in an amount totaling \$8,351.52**

The Board reviewed Requisitions paid in February 2026.

On motion by Mr. Ventura, seconded by Mr. Dominigue, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified Requisition Nos. 509 – 511 Paid in February 2026 in an amount totaling \$8,351.52.

**SEVENTH ORDER OF BUSINESS**

**Recommendation of Work Authorizations/Proposed Services**

Mr. Schanck reviewed the Work Authorization from McIntosh Associates for the Lake Nona Lift Station No. 9 additional surveying services, in the amount of \$5,500.00.

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 Work Authorization from McIntosh Associates for Lake Nona Lift Station No. 9, in the amount of \$5,500.00.

Mr. Padua reviewed the Work Authorization from Berman for the safety hazard trail repairs, in the amount of \$6,998.10. Ms. Walden clarified that the Work Authorization includes the work of the vendor and Berman's cost to oversee the work.

Ms. Mackie recommended that warranty information be included in the Work Authorization since the vendor is a subcontractor to Berman.

On motion by Mr. Domingue, seconded by Mr. Ventura, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Work Authorization from Berman for safety hazard trail repairs, in the amount of \$6,998.10, subject to warranty information being included in the Work Authorization.

Mr. Padua reviewed the Work Authorization from Berman for the monument lighting repairs, with a not-to-exceed amount of \$5,500.00. Ms. Walden recommended adding in the warranty information here as well.

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 Work Authorization from Berman for monument lighting repairs, in the amount of \$5,500.00, subject to warranty information being included in the Work Authorization.

Ms. Walden reviewed the Work Authorizations from Cepra, for freeze damage removal and Bougainvillea removal, in the amounts of \$5,500.00 and \$4,600.00. Mr. Stafford recommended waiting to see if the plant life will recover. Discussion ensued regarding cost, scope and recovery timeframe.

This Work Authorization was tabled.

#### **EIGHTH ORDER OF BUSINESS**

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

Ms. Walden stated the financials are updated through February 2026 and the District has spent approximately 24% of the budget. No action was required.

#### **NINTH ORDER OF BUSINESS**

#### **Staff Reports**

District Counsel – No report.

District Manager – Ms. Walden noted the next meeting is scheduled for Tuesday, April 21, 2026.

Mr. Wilder stated that an unsolicited proposal was received from J.P. Morgan regarding refinancing the District's Series 2013 Bonds on a direct purchase basis. The proposal is being reviewed by the Financial Advisory team and the findings will be reported back at the next meeting.

There was brief discussion regarding the proposal and statutory requirements. Ms. Mackie gave an overview of the process related to refinancing. She noted that the District is not required by Florida Law to competitively procure these services, however, she would like to review further to ensure the District is complying with its own policy.

District Engineer – No report.

Landscape Supervisor – No report.

Irrigation Supervisor – There was brief discussion regarding the various repair requests and the shared coverage.

Construction Supervisor – No report.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests**

There were no Supervisor requests at this time.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

Dr. Levey requested a motion to adjourn.

On motion by Mr. Czapka, seconded by Mr. Domingue, with all in favor, the March 10, 2026, Meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.

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**Secretary/Assistant Secretary**

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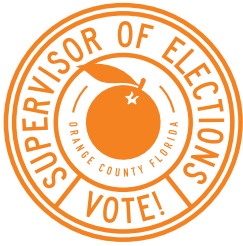
**Chair/Vice Chair**



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# **Boggy Creek Improvement District**

**Letter from Supervisor of Elections – Orange County**



**Karen Castor Dentel** Supervisor of Elections Orange County—Florida

**Mapping Department**

*soemapping@ocfelections.gov*

April 15, 2026

Jennifer Walden, Senior District Manager  
Boggy Creek Improvement District  
PFM Group Consulting LLC  
3501 Quadrangle Boulevard, Suite 270  
Orlando, FL 32817

To whom it may concern,

Per the requirements of Chapter 190.006, Florida Statutes, the Orange County Supervisor of Elections Office Mapping Department has determined the number of registered voters in the district as of April 15, 2026. Our research is based on the most recent legal description provided to us by the District Office.

As of **April 15, 2026**, there are **29** **registered voter(s)** in the  
**Boggy Creek Improvement District.**

A map and list of addresses can be provided upon request. Please contact the Mapping Department at 407-254-6554 with any questions.

Sincerely,

Mapping Department  
Orange County Supervisor of Elections  
Phone: 407-254-6554  
119 W. Kaley Street  
Orlando, FL 32806  
[soemapping@ocfelections.gov](mailto:soemapping@ocfelections.gov)



**119 West Kaley Street, Orlando, Florida 32806**

✉ P.O. Box 562001, Orlando, Florida 32856 ☎ 407.836.2070 📠 407.254.6598 🌐 [ocfelections.gov](http://ocfelections.gov)



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# **Boggy Creek Improvement District**

**Resolution 2026-03,  
Designating a Date, Time and Location for the 2026  
Landowners' Meeting**  
*[suggested date of November 3, 2026]*

**RESOLUTION 2026-03**

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

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

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

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

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

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

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Ron Domingue	11/2028
2	Richard Levey	11/2028
3	Chad Tinetti	11/2026
4	Damon Ventura	11/2026
5	Thad Czapka	11/2026

This year, Seat 3, currently held by Chad Tinetti, Seat 4, currently held by Damon Ventura, and Seat 5, currently held by Thad Czapka are subject to election by landowners in November 2026. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 3<sup>rd</sup> day of November, 2026, at 10:00 A. M., and located at 6900 Tavistock Lakes, Ste 200, Orlando, FL 32827.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its April 21, 2026, meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, PFM Management Services LLC, located at 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817.

5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED THIS 21st DAY OF APRIL 2026.**

**BOGGY CREEK IMPROVEMENT DISTRICT**

**ATTEST:**

\_\_\_\_\_  
**CHAIRMAN / VICE CHAIRMAN**

\_\_\_\_\_  
**SECRETARY / ASST. SECRETARY**

**EXHIBIT A**

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

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

DATE: November 3, 2026  
TIME: 10:00 A.M  
PLACE: 6900 Tavistock Lakes, Ste 200,  
Orlando, FL, 32828

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

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

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

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

Jennifer Walden  
District Manager  
Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

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

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

DATE OF LANDOWNERS' MEETING: **Tuesday, November 3, 2026**

TIME: **10:00 A.M.**

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

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

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

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

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

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

**LANDOWNER PROXY**

**BOGGY CREEK IMPROVEMENT DISTRICT  
ORANGE COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER 3, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Boggy Creek Improvement District to be held at \_\_\_\_\_, on \_\_\_\_\_, at \_\_\_\_\_ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

**Parcel Description**

**Acreage**

**Authorized Votes**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

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

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

**OFFICIAL BALLOT**  
**BOGGY CREEK IMPROVEMENT DISTRICT**  
**ORANGE COUNTY, FLORIDA**  
**LANDOWNERS' MEETING – NOVEMBER 3, 2026**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Boggy Creek Improvement District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

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



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# **Boggy Creek Improvement District**

## **Proposals for Trail Repairs**

## Trail Repair Proposals Summary

	Baseline Construction	Landmark Paving
Item #1	\$8,822.50	-
Item #104		
Item #116		
Item #64	\$39,000.00	\$12,933.00
Item #70		\$9,201.00
Item #71		\$9,822.00
Item #72		\$8,452.00
Item #50	\$375.00	-
Mobilization	included	\$800.00
<b>Total</b>	<b>\$48,197.50</b>	<b>\$41,208.00</b>

# ESTIMATE

Date  
**3/26/2026**

Customer / Company Name <b>Berman</b>		Requested Start Date
Job Site / Address <b>Boggy Creek Improvement District</b>		
Contact Name <b>Eddie Padua</b>	Email <a href="mailto:EPadua@BermanCorp.com">EPadua@BermanCorp.com</a>	Phone <b>407-784-0601</b>

#	Description	QTY	Price	Total
1	BCID Photo #1, 104, 116 Concrete	LS		\$8,822.50
2	BCID Photo #64, 70, 71, 72 Asphalt	LS		\$39,000
3	BCID Photo #50 Pavers	LS		\$375
<b>Total</b>				<b>\$48,197.50</b>

**Notes**

**Concrete**

1. Barricade and secure work areas in preparation for demolition activity.
2. Sawcut, jackhammer and remove existing concrete sidewalk.
3. Compact the existing subbase material using a vibratory plate compactor.
4. Install forms as needed for new 4" thick concrete sidewalk pour.
5. Pour new 3,000 PSI concrete into the forms. Rake and trowel to level.
6. Float the concrete surface smooth then apply light broom finish.
7. Tool or sawcut control joints spaced 5' on centers (TYP).

**\*\*ASPHALT ADJACENT TO REPAIRED CONCRETE MAY BE CHIPPED OR DAMAGED DURING CONSTRUCTION. ASPHALT REPAIRS ARE NOT INCLUDED IN THE PROPOSAL TOTAL AND WILL BE AN ADDITIONAL COST TO THE CUSTOMER.**

**Asphalt Overlay**

1. Install Type S-III hot mix asphalt to a depth of up to 2".
2. Roll and compact asphalt with a 3-5 ton steel drum roller.
3. Clean up and remove construction related debris from site.

**\*\*THIS CONTRACTOR CANNOT GUARANTEE AGAINST FUTURE SETTLING AND STANDING WATER. \*\*THIS CONTRACTOR WILL NOT BE RESPONSIBLE FOR POWER STEERING MARKS AND OTHER SURFACE ABRASIONS CAUSED BY VEHICLES ON THE NEWLY RESURFACED ASPHALT. \*\*THIS CONTRACTOR CANNOT GUARANTEE THIS PATCHES WILL FIX THE PONDING WATER ISSUES.**

Estimate is valid for 10 days; any changes may affect pricing. This estimate is based on information provided by the client regarding project requirements. Quantities and pricing are an approximation and not guaranteed; field verification is required to confirm quantities, and actual cost may change once all layout, dig and steel is completed. Upon acceptance of this estimate, Next Day Concrete will perform only the work listed above, any additional services requested will incur additional charges.

Signature as Acceptance	Printed Name	Acceptance Date
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PROPOSAL

**LPV-26-11781-1**

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JOB NAME AND ADDRESS

**EP1876 BCID Boggy Creek  
Improvements  
lake nona blvd and tavistock lakes  
blvd  
Orlando, FL 32827**

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PREPARED FOR

**Berman Corp  
(407) 522-7140  
6900 Tavistock Lakes  
Orlando, FL 32827**

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CONTACT

**Eddie Padua  
epadua@bermancorp.com**

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# EP1876 BCID BOGGY CREEK IMPROVEMENTS **PROPOSAL**

04/13/2026

**ADDRESS**

493 N WHITE CEDAR RD  
SANFORD, FL  
32771

**TELEPHONE**

407 359 1172 Office

**SALESPERSON**

COREY PHILLIPS

**EMAIL**

CPHILLIPS@LANDMARKPAVING.COM

# PROPOSAL

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Dear Eddie Padua,

Thank you for the opportunity to provide you with a proposal. Landmark Paving specializes in Paving, Parking Lot Maintenance & Repair, Pavement Marking, Signage, Sealcoating, and Concrete Services providing excellent service to all our clients. .

**Per your request, we propose to supply the following to complete the indicated job:** Labor, Materials, Equipment  
**Exclusions:** Testing, Towing, Permits, As-built drawings, 3rd Party Inspections, Stake Out, Removal, Locating, Or Relocation Of Utilities, Any Other Items As Listed On The Terms And Conditions Page.

Please review the proposal and feel free to call with any questions. With acceptance of this proposal, we will be sending a **NOTICE TO OWNER** prior to commencing any work.

# PROPOSAL

## ITEM 64

Mill and Pave **3,000** Square Feet, to a depth of **1.50** inches.

- This work is performed by profile milling proposed area and removing asphalt from the site.
- The vertical edges of the open patch will be tack coated using CRS2 emulsion.
- New asphalt will then be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency (multiple lifts may be required). The finished elevation of the new asphalt will match the adjacent pavement surface.
- All new asphalt material will be Department of Transportation approved.
- If unsuitable materials are encountered (paving fabric, contaminated material, etc) and deemed by Contractor or Supplier unacceptable to be delivered to the original desired location, the material will be taken to a dump site at an additional charge of \$350/per truckload plus dump fees.
- Purchaser agrees to pay all cost associated with asphalt milling disposal.
- We will not be responsible for ponding water or poor drainage in areas where the grade is less than 2%.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.

**Price: \$12,933.00**

## ITEM 70

Mill and Pave **1,500** Square Feet, to a depth of **1.50** inches.

- This work is performed by profile milling proposed area and removing asphalt from the site.
- The vertical edges of the open patch will be tack coated using CRS2 emulsion.
- New asphalt will then be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency (multiple lifts may be required). The finished elevation of the new asphalt will match the adjacent pavement surface.
- All new asphalt material will be Department of Transportation approved.
- If unsuitable materials are encountered (paving fabric, contaminated material, etc) and deemed by Contractor or Supplier unacceptable to be delivered to the original desired location, the material will be taken to a dump site at an additional charge of \$350/per truckload plus dump fees.
- Purchaser agrees to pay all cost associated with asphalt milling disposal.
- We will not be responsible for ponding water or poor drainage in areas where the grade is less than 2%.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.

**Price: \$9,201.00**

**ITEM 71**

Mill and Pave **1,750** Square Feet, to a depth of **1.50** inches.

- This work is performed by profile milling proposed area and removing asphalt from the site.
- The vertical edges of the open patch will be tack coated using CRS2 emulsion.
- New asphalt will then be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency (multiple lifts may be required). The finished elevation of the new asphalt will match the adjacent pavement surface.
- All new asphalt material will be Department of Transportation approved.
- If unsuitable materials are encountered (paving fabric, contaminated material, etc) and deemed by Contractor or Supplier unacceptable to be delivered to the original desired location, the material will be taken to a dump site at an additional charge of \$350/per truckload plus dump fees.
- Purchaser agrees to pay all cost associated with asphalt milling disposal.
- We will not be responsible for ponding water or poor drainage in areas where the grade is less than 2%.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.

**Price: \$9,822.00**

**ITEM 72**

Mill and Pave **1,200** Square Feet, to a depth of **1.50** inches.

- This work is performed by profile milling proposed area and removing asphalt from the site.
- The vertical edges of the open patch will be tack coated using CRS2 emulsion.
- New asphalt will then be placed by a self-propelled paving machine at the above depth and rolled and compacted to a uniform consistency (multiple lifts may be required). The finished elevation of the new asphalt will match the adjacent pavement surface.
- All new asphalt material will be Department of Transportation approved.
- If unsuitable materials are encountered (paving fabric, contaminated material, etc) and deemed by Contractor or Supplier unacceptable to be delivered to the original desired location, the material will be taken to a dump site at an additional charge of \$350/per truckload plus dump fees.
- Purchaser agrees to pay all cost associated with asphalt milling disposal.
- We will not be responsible for ponding water or poor drainage in areas where the grade is less than 2%.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.

**Price: \$8,452.00**

**MOBILIZATION FEE EACH**

1 3310-Mobilization And Set-Up

**Price: \$800.00**

**TOTAL PRICE OF THIS PROPOSAL AS PRESENTED:**

**\$41,208.00**

# AGREEMENT

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the material costs and published indexes as of This proposal date. Pricing shall be guaranteed for 30 days from this proposal date, after that pricing subject to change based on market fluctuations. Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by purchaser as though a written change order were approved and signed by both parties.

Landmark Paving, LLC proposes to furnish material and labor to perform the work outlined herein for the sum of:

**\$41,208.00, Forty One Thousand Two Hundred Eight Dollars and Zero Cents**

Payment Terms Net 30 Days

**This proposal is valid for thirty (30) days from the date written above. The proposal is subject to the terms and conditions enclosed, attached and/or on the backside of the proposal.**

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for return of the original documents to us.

Sincerely,

-----  
Corey Phillips, Sales Rep  
cphillips@landmarkpaving.com  
Office: 407-359-1172

**Accepted:** The above proposed terms and conditions, including price and payment terms are satisfactory and hereby accepted. **Landmark Paving, LLC** is hereby authorized to proceed with the work specified.

Purchaser: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

# TERMS & CONDITIONS

• These Terms and Conditions are by and between Landmark Paving, a Pave America Company (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser").

- Any unpaid invoice aged past 60 days will result immediately in the property having a lien filed against it.

• Landmark Paving is not a General Contractor and as such they will have no contractual relationship with the owner, nor will Landmark Paving be aware of the owner nor lenders credit worthiness; therefore, Landmark Paving will not accept a paid when paid/if paid clause in any contract regardless of purchasers contract being signed.

If contract is cancelled by Purchaser prior to commencement of work, Purchaser will pay Contractor twenty percent (20%) of total contract price.

• Unit prices, if specified, shall apply to all extra work performed beyond the original scope, if such work can be performed at the same time Contractor is working at the site on original items of work. Contractor reserves the right to renegotiate the terms and conditions, including price if it must move any equipment back to the site to perform additional work. Contractor will be under no obligation to perform any extra work.

• Each phase of work will be billed upon completion of that phase. Purchaser agrees to pay all invoices within 15 days of the invoice date. All amounts unpaid by the due date shall bear interest at the rate of 1.5% per month until paid. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion, all of Purchasers warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal, or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable

• The pricing contained herein is based on all work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser. To the extent Contractor has performed any work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions and including price as set forth in this proposal, including retainage, together with any costs incurred as a result of Purchaser's delay in completion of the work. Purchaser agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.

• Purchaser shall not prematurely subject the work to any type of traffic or in a manner which may damage the work. Contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished surface.

• Although contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in.

Purchaser agrees to pay Contractor \$500.00 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the work site is the responsibility of the Purchaser. Contractor is not responsible for crackfill that adheres to tires. Contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of the work zone.

• Contractor shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, Contractor will undertake the work in the course of its normal operating schedule.

• Purchaser to ensure all existing surfaces shall be in a condition suitable to receive any work to be performed by Contractor. Purchaser shall provide potable water and electrical source at no expense to Contractor. Contractor is not responsible for tire marks on asphalt and or concrete. Contractor is not responsible for damage to landscaping and sidewalks due to required access by trucks and or equipment. Contractor is not responsible for damage to existing asphalt pavements. Contractor is not responsible for damage to surrounding concrete due to vibration of jackhammers and equipment. Contractor not to be held liable for any claims of slip and falls under any circumstance, all liability lies solely with the purchaser.

• To the extent that the work is dependent upon work of other contractors or subcontractors, Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such other work.

• Purchaser is responsible for getting all "private" (non-public) utilities, including wells and septic system elements, underground sprinklers systems, electrical wiring, etc marked by an independent utility locator prior to the commencement of work. All specifications and the work estimate are conditioned on all private utilities not being disturbed or changed by modifications needed to accommodate private utilities not disclosed to Contractor previously. Any damage caused to private lines during construction is the sole responsibility of Purchaser. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.

• Contractor will not be responsible for construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.

• Unless stated in writing on this proposal, all engineering and testing, excavation, utilities, adjustment of underground facilities, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.

• Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.

• In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs and costs of collection incurred by Contractor.

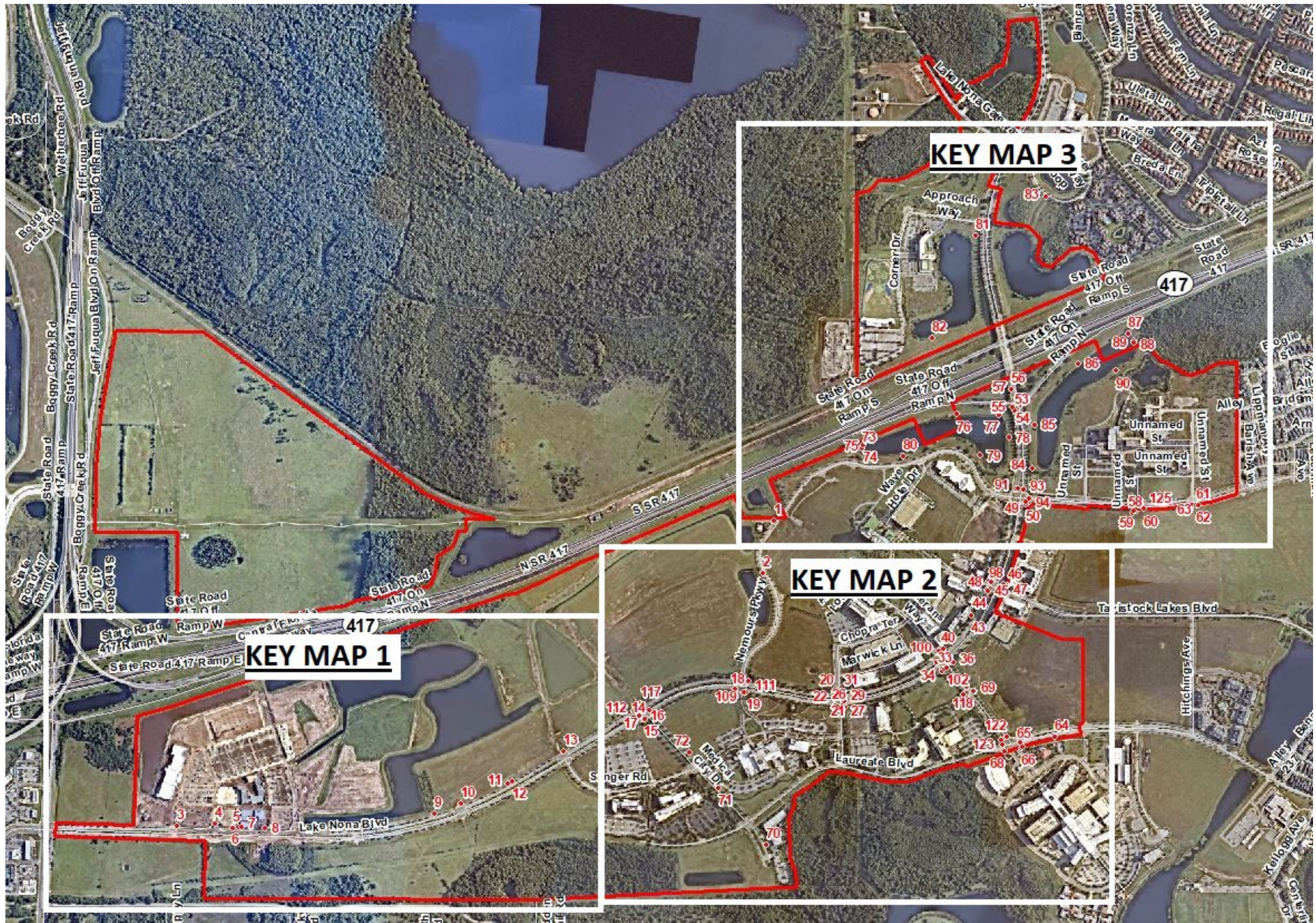
• Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchasers failure to inspect job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.



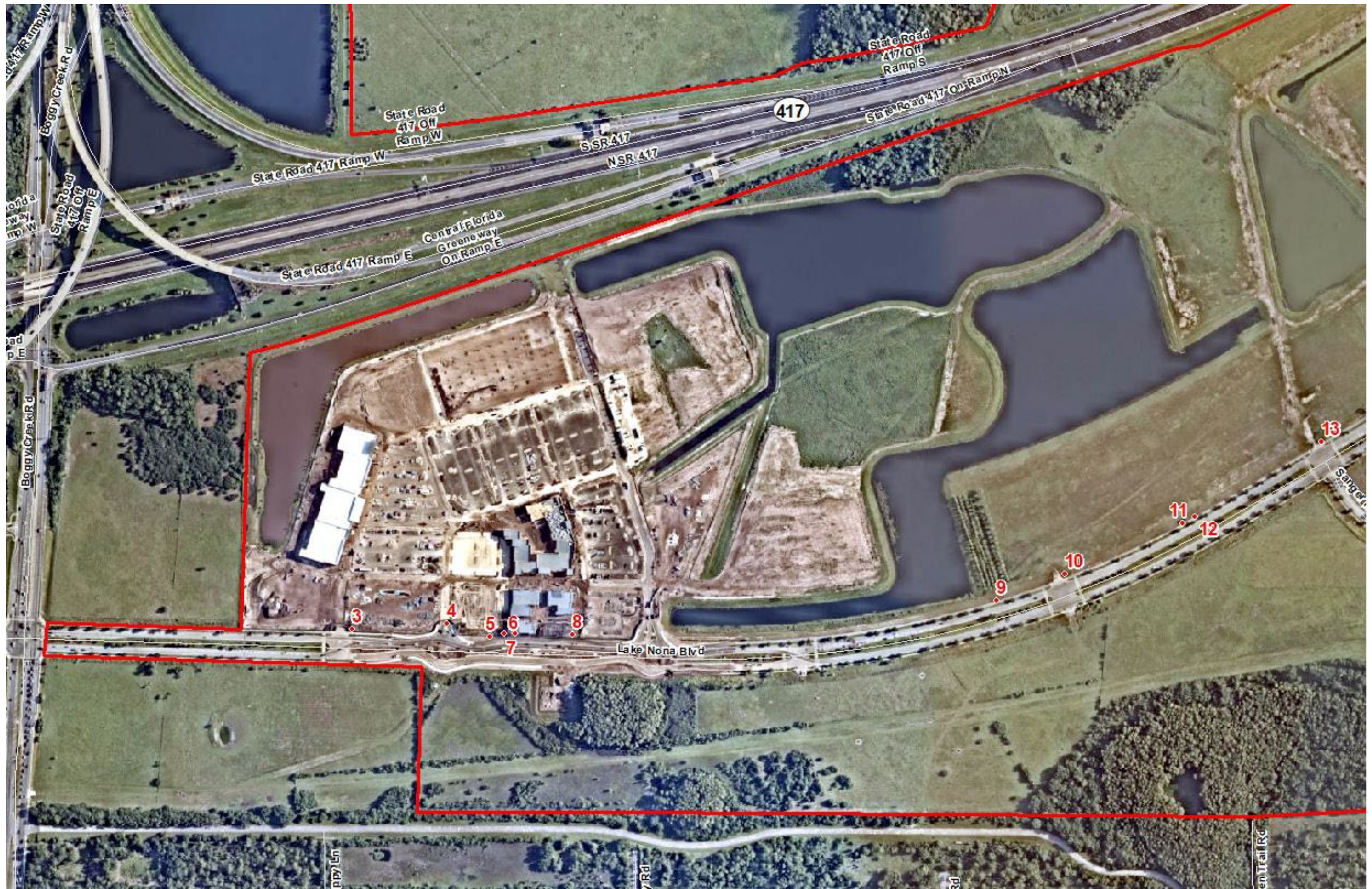
**milling**  
Example



**preview\_1de0c588-9ddc-48d5-afe3-6ec135e02292**  
Example



BOGGY CREEK IMPROVEMENT DISTRICT OVERALL PHOTO KEY MAP



KEY MAP 1



**Photo 64 - Poor Drainage Area**



**Photo 70 – Poor Drainage**



**Photo 71 – Poor Drainage**



**Photo 72 – Poor Drainage**



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# **Boggy Creek Improvement District**

**Fiscal Year 2027 Operations & Maintenance Budget**



**Bogy Creek Improvement District**  
FY 2027 Proposed O&M Budget

	Actual Through 3/2026	Anticipated 4/2026 - 9/2026	Anticipated FY 2026 Total	FY 2026 Adopted Budget	FY 2027 Proposed Budget
<b>Revenues</b>					
Assessments	\$ 504,968.14	\$ 415,487.30	\$ 920,455.44	\$ 920,455.44	\$ 920,455.44
Developer Contributions	63,941.25	22,154.17	86,095.42	725,319.70	-
Carryforward Revenue	65,268.75	65,268.74	130,537.49	130,537.49	112,222.61
Other Income & Other Financing Sources	0.01	-	0.01	-	-
<b>Net Revenues</b>	<b>\$ 634,178.15</b>	<b>\$ 502,910.21</b>	<b>\$ 1,137,088.36</b>	<b>\$ 1,776,312.63</b>	<b>\$ 1,032,678.05</b>
<b>General &amp; Administrative Expenses</b>					
<b>Legislative</b>					
Supervisor Fees	\$ 1,400.00	\$ 2,400.00	\$ 3,800.00	\$ 12,000.00	\$ 12,000.00
<b>Financial &amp; Administrative</b>					
Public Officials' Liability Insurance	4,569.00	-	4,569.00	4,956.50	5,254.35
Trustee Services	6,446.30	2,687.70	9,134.00	9,134.00	9,134.00
Management	21,250.02	21,249.98	42,500.00	42,500.00	42,500.00
Engineering	3,128.88	3,128.88	6,257.76	11,500.00	11,500.00
Disclosure	500.00	1,500.00	2,000.00	2,000.00	2,000.00
District Counsel	9,262.04	18,524.08	27,786.12	35,000.00	35,000.00
Assessment Administration	15,000.00	-	15,000.00	15,000.00	15,000.00
Reamortization Schedules	-	250.00	250.00	250.00	250.00
Audit	4,800.00	-	4,800.00	4,000.00	4,900.00
Arbitrage Calculation	1,000.00	200.00	1,200.00	1,200.00	1,200.00
Tax Preparation	25.20	-	25.20	30.00	35.00
Travel and Per Diem	61.80	61.80	123.60	300.00	300.00
Telephone	-	25.00	25.00	25.00	25.00
Postage & Shipping	153.35	153.36	306.71	500.00	500.00
Copies	-	250.00	250.00	250.00	250.00
Legal Advertising	1,219.64	1,219.62	2,439.26	6,000.00	6,000.00
Bank Fees	7.60	352.40	360.00	360.00	360.00
Miscellaneous	160.00	1,020.00	1,180.00	1,180.00	1,180.00
Meeting Room	-	250.00	250.00	250.00	250.00
Office Supplies	-	100.00	100.00	100.00	100.00
Property Taxes	-	150.00	150.00	150.00	175.00
Web Site Maintenance	1,410.00	2,010.00	3,420.00	3,420.00	3,420.00
Holiday Decorations	500.00	-	500.00	600.00	600.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 71,068.83</b>	<b>\$ 55,532.82</b>	<b>\$ 126,601.65</b>	<b>\$ 150,880.50</b>	<b>\$ 152,108.35</b>



**Boggy Creek Improvement District**  
FY 2027 Proposed O&M Budget

	Actual Through 3/2026	Anticipated 4/2026 - 9/2026	Anticipated FY 2026 Total	FY 2026 Adopted Budget	FY 2027 Proposed Budget
<b>Field Operations Expenses</b>					
<b>Electric Utility Services</b>					
Electric	\$ 6,926.92	\$ 6,926.94	\$ 13,853.86	\$ 9,500.00	\$ 20,000.00
Entry Lighting	-	500.00	500.00	500.00	500.00
<b>Water-Sewer Combination Services</b>					
Water Reclaimed	9,613.90	9,613.92	19,227.82	32,000.00	32,000.00
<b>Other Physical Environment</b>					
General Insurance	5,183.00	-	5,183.00	5,623.50	5,960.45
Property & Casualty	6,455.00	-	6,455.00	7,307.10	7,423.25
Other Insurance	500.00	-	500.00	1,500.00	575.00
Irrigation Repairs	18,015.04	18,015.06	36,030.10	65,000.00	57,000.00
Landscaping Maintenance & Material	165,396.06	165,396.06	330,792.12	364,720.00	340,000.00
Landscape Improvements	-	32,500.02	32,500.02	65,000.00	65,000.00
Tree Trimming	-	7,849.98	7,849.98	15,700.00	15,700.00
Contingency	-	4,999.98	4,999.98	10,000.00	10,000.00
Trail Maintenance	-	10,000.02	10,000.02	20,000.00	20,000.00
Pest Control	1,510.00	1,510.00	3,020.00	3,500.00	3,500.00
<b>Shuttle Financing</b>					
Maintenance	13,599.92	-	13,599.92	216,000.00	-
Vehicle Cost (Loan Payment)	-	-	-	146,319.70	-
BEEP Operating Costs	72,495.50	-	72,495.50	358,000.00	-
<b>Interchange Maintenance Expenses</b>					
IME - Aquatics Maintenance	1,628.28	1,628.28	3,256.56	3,445.00	3,445.00
IME - Irrigation Repair	488.64	488.64	977.28	3,250.00	3,250.00
IME - Landscaping	46,819.68	46,819.68	93,639.36	95,264.33	95,264.33
IME - Lighting	323.58	323.58	647.16	1,300.00	1,300.00
IME - Miscellaneous	99.13	99.12	198.25	6,500.00	6,500.00
IME - Water Reclaimed	428.00	427.98	855.98	1,625.00	1,625.00
IME - Landscape Improvements	-	6,499.98	6,499.98	13,000.00	13,000.00
<b>Road &amp; Street Facilities</b>					
Entry and Wall Maintenance	26,550.00	26,550.00	53,100.00	26,000.00	26,000.00
Streetlights	38,385.75	38,385.78	76,771.53	97,350.83	104,000.00
<b>Parks &amp; Recreation</b>					
Personnel Leasing Agreement - Administrator	8,000.04	7,999.96	16,000.00	16,000.00	16,000.00
Personnel Leasing Agreement - Irrigation Specialist	10,000.02	9,999.98	20,000.00	20,000.00	20,000.00
<b>Reserves</b>					
Infrastructure Capital Reserve	-	20,166.67	20,166.67	20,166.67	20,166.67
Interchange Maintenance Reserve	-	2,360.00	2,360.00	2,360.00	2,360.00
<b>Total Field Operations Expenses</b>	<b>\$ 432,418.46</b>	<b>\$ 419,061.63</b>	<b>\$ 851,480.09</b>	<b>\$ 1,626,932.13</b>	<b>\$ 890,569.70</b>
<b>Total Expenses</b>	<b>\$ 503,487.29</b>	<b>\$ 474,594.45</b>	<b>\$ 978,081.74</b>	<b>\$ 1,777,812.63</b>	<b>\$ 1,042,678.05</b>
<b>Income (Loss) from Operations</b>	<b>\$ 130,690.86</b>	<b>\$ 28,315.76</b>	<b>\$ 159,006.62</b>	<b>\$ (1,500.00)</b>	<b>\$ (10,000.00)</b>
<b>Other Income (Expense)</b>					
Interest Income	\$ 26,254.25	\$ 14,434.56	\$ 40,688.81	\$ 1,500.00	\$ 10,000.00
<b>Total Other Income (Expense)</b>	<b>\$ 26,254.25</b>	<b>\$ 14,434.56</b>	<b>\$ 40,688.81</b>	<b>\$ 1,500.00</b>	<b>\$ 10,000.00</b>
<b>Net Income (Loss)</b>	<b>\$ 156,945.11</b>	<b>\$ 42,750.32</b>	<b>\$ 199,695.43</b>	<b>\$ -</b>	<b>\$ -</b>



# Boggy Creek Improvement District Budget Item Descriptions FY 2026 – 2027

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## *Revenues*

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### **Assessments**

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector (referred to as On Roll), but it can also be collected via a direct bill (referred to as Off Roll) from the District.

### **Developer Contribution**

Funding from the Developer.

### **Carryforward Revenue**

Unused income from a prior year which is available as cash for the current year.

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## *General & Administrative Expenses*

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### *Legislative*

#### **Supervisor Fees**

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated for meeting attendance and to receive up to \$200.00 per meeting plus payroll taxes. The amount for the Fiscal Year is based upon all supervisors attending the meetings.

### *Financial & Administrative*

#### **Public Officials' Liability Insurance**

Supervisors' and Officers' liability insurance.

#### **Trustee Services**

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the district trust accounts.

#### **Management**

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These services are further outlined in Exhibit "A" of the Management Agreement.



# Boggy Creek Improvement District Budget Item Descriptions FY 2026 – 2027

## **Engineering**

The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the district throughout the year.

## **Disclosure**

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the District Manager provides to the trustee and bond holders.

## **District Counsel**

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

## **Assessment Administration**

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

## **Reamortization Schedules**

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

## **Audit**

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

## **Arbitrage Calculation**

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate an arbitrage rebate liability.

## **Tax Preparation**

Annual fee to file Forms 1099 and 1096 with the Internal Revenue Service.

## **Travel and Per Diem**

Travel to and from meetings as related to the District.

## **Telephone**

Telephone and fax machine services.



## Boggy Creek Improvement District Budget Item Descriptions FY 2026 – 2027

### **Postage & Shipping**

Mail, overnight deliveries, correspondence, etc.

### **Copies**

Printing and binding Board agenda packages, letterhead, envelopes, and copies.

### **Legal Advertising**

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to, monthly meetings, special meetings, and public hearings for the District.

### **Bank Fees**

Bank fees associated with the services the District uses with the bank (e.g. remote deposit capture, positive pay, wire transfers, ACH payments, monthly maintenance, etc.).

### **Miscellaneous**

Other general & administrative expenses incurred throughout the year.

### **Meeting Room**

Fee associated with renting a meeting room for monthly Board meetings.

### **Office Supplies**

General office supplies associated with the District.

### **Property Taxes**

Ad Valorem taxes on District property that is not tax-exempt.

### **Web Site Maintenance**

Web site maintenance fee.

### **Holiday Decorations**

District decorations for the holidays.

### **Dues, Licenses & Fees**

The District is required to pay an annual fee to the Department of Economic Opportunity.



Boggy Creek Improvement District  
Budget Item Descriptions  
FY 2026 – 2027

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*Field Operations Expenses*

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*Electric Utility Services*

**Electric**

The District pays for electric meters used on District-owned roads.

**Entry Lighting**

Lighting charges for District entryways.

*Water-Sewer Combination Services*

**Water Reclaimed**

Water used for irrigation

*Other Physical Environment*

**General Insurance**

General liability insurance.

**Property & Casualty**

Insurance to protect property and cover casualty.

**Other Insurance**

Insurance to protect the District not otherwise covered under D&O, General, or Property & Casualty.

**Irrigation Repairs**

Inspection and repair of irrigation system.

**Landscaping Maintenance & Material**

Contracted landscaping within the boundaries of the District.

**Landscape Improvements**

Improvements in landscape above and beyond what is already contracted for property owned by District.



## Boggy Creek Improvement District Budget Item Descriptions FY 2026 – 2027

### **Tree Trimming**

Trimming of trees on District property.

### **Contingency**

Other Field Operations expenses incurred throughout the year.

### **Trail Maintenance**

All costs associated with keeping trails safe, usable, and accessible, including labor, equipment, and contracted services.

### **Pest Control**

All costs addressing pest problems, including initial treatments, ongoing maintenance, and potential repairs.

### ***Interchange Maintenance Expenses***

#### **IME – Aquatics Maintenance**

Pond maintenance as it relates to the Interchange. The District is responsible for only a portion of the cost. Greenway Improvement District, Myrtle Creek Improvement District, and Midtown Improvement District each chip in for the remainder.

#### **IME – Irrigation Repair**

Irrigation repairs as they relate to the Interchange. The District is responsible for only a portion of the cost. Greenway Improvement District, Myrtle Creek Improvement District, and Midtown Improvement District each chip in for the remainder.

#### **IME – Landscaping**

Landscaping services as they relate to the Interchange. The District is responsible for only a portion of the cost. Greenway Improvement District, Myrtle Creek Improvement District, and Midtown Improvement District each chip in for the remainder.

#### **IME – Lighting**

Lighting services as they relate to the Interchange. The District is responsible for only a portion of the cost. Greenway Improvement District, Myrtle Creek Improvement District, and Midtown Improvement District each chip in for the remainder.

#### **IME – Miscellaneous**

Other interchange expenses as they relate to the Interchange. The District is responsible for only a portion of the cost. Greenway Improvement District, Myrtle Creek Improvement District, and Midtown Improvement District each chip in for the remainder.



# Boggy Creek Improvement District Budget Item Descriptions FY 2026 – 2027

## **IME – Water Reclaimed**

Water reclaimed services as they relate to the Interchange. The District is responsible for only a portion of the cost. Greenway Improvement District, Myrtle Creek Improvement District, and Midtown Improvement District each chip in for the remainder.

## **IME – Landscape Improvements**

Landscape improvement services as they relate to the Interchange. The District is responsible for only a portion of the cost. Greenway Improvement District, Myrtle Creek Improvement District, and Midtown Improvement District each chip in for the remainder.

## ***Road & Street Facilities***

### **Entry and Wall Maintenance**

Maintenance of entrance(s) and walls within the District.

### **Streetlights**

Streetlighting expenses within the District.

## ***Parks & Recreation***

### **Personnel Leasing Agreement – Administrator**

The lease of outside personnel for administrative duties per signed agreement.

### **Personnel Leasing Agreement – Irrigation Specialist**

The lease of outside personnel for irrigation duties per signed agreement.

## ***Reserves***

### **Infrastructure Capital Reserve**

Funds reserved for infrastructure capital repairs/maintenance/replacement. These funds are kept in a separate bank account.

### **Interchange Maintenance Reserve**

Funds reserved for interchange maintenance/repairs. These funds are kept in a separate bank account.

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## *Other Income (Expense)*

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### **Interest Income**

Income from interest earnings.



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# **Boggy Creek Improvement District**

**Supplement to the Third Amended  
and Restated Engineer's Report**

April 7, 2026

Boggy Creek Improvement District  
Board of Supervisors  
c/o PFM Group Consulting, LLC  
3501 Quadrangle Boulevard, Suite 270  
Orlando, FL 32817

Re: Boggy Creek Improvement District  
Supplement to the Third Amended and  
Restated Engineer's Report for  
Capital Improvements Program

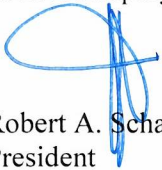
Dear Board Members:

As you are aware, the currently approved Boggy Creek Improvement District Third Amended and Restated Engineer's Report for Capital Improvements Program was last reviewed and adopted on June 20, 2023 (the "Engineer's Report"). Since that approval there have been certain transportation improvements to the overall development plan with the District as follows:

Two (2) Roundabouts have been constructed just east of Boggy Creek Road along Lake Nona Boulevard in lieu of Traffic Signalization described in the Engineer's Report.

To that end, the purpose of this correspondence is to supplement the Engineer's Report to confirm the above noted Roundabouts are considered a part of the District's Capital Improvement Program as described in the Engineer's Report.

Sincerely,  
**McIntosh Associates**  
an **LJA** company



Robert A. Schanck, PE  
President

RAS/lt

c: Richard Levey, Chairman  
Jennifer Walden, District Manager  
Tucker Mackie, Kutak Rock  
Dan Young, Tavistock Development Company

Acknowledged:

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Chair, Board of Supervisors  
Boggy Creek Improvement District



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# **Boggy Creek Improvement District**

## **Street Right-of-Way Encroachment Agreement**

THIS INSTRUMENT PREPARED BY:  
Tucker F. Mackie, Esq.  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301

## **STREET RIGHT-OF-WAY ENCROACHMENT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between **Boggy Creek Improvement District**, a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32801 (hereinafter referred to as “CDD”), and the **City of Orlando, Florida**, a municipal corporation, whose address is 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter referred to as “CITY”).

### **RECITALS:**

WHEREAS, \_\_\_\_\_ desires to install and the CDD desires to maintain concrete Walkways (“Walkways”) pursuant to City of Orlando Building Permit No.: \_\_\_\_\_, within the street right-of-way \_\_\_\_\_ owned and maintained by the CITY (the “CITY’s Right-of-Way”) as shown in composite **Exhibit “A”**, attached hereto and made a part hereof by reference; and

WHEREAS, the CDD desires use of the CITY’s Right-of-Way as depicted in **“Exhibit A”** and has, therefore, requested that the CITY enter into this Agreement; and

WHEREAS, the Walkways will continue to be subject to all applicable provisions of the Orlando City Code and any other applicable government regulation.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated into the substantive body of this Agreement.
2. Encroachment. The CITY hereby grants permission for the encroachment of the Walkways into the CITY’s Right-of-Way, strictly limited to the area described and shown in composite **Exhibit “A”**. The CDD acknowledges that the CITY’s Right-of-Way cannot be included in any calculations for setback requirements under City Code or otherwise.

3. Release. The CDD hereby releases the CITY, its representatives, employees and elected officials from any and all damages, claims, or liability, with respect to the Walkways that may arise due to the CITY's operation and maintenance of the CITY's Right-of-Way.
4. Indemnification. To extent permitted by law, the CDD agrees to indemnify, defend, and hold harmless the CITY, its officers, employees, agents, and elected officials from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to: (i) the installation, maintenance, repair, operation, or removal of the Walkways; (ii) any act or omission of the CDD, its contractors, agents, or employees in connection with this Agreement; or (iii) any breach of this Agreement by the CDD. This indemnification shall survive the termination of this Agreement.
5. Insurance. The CDD shall procure and maintain, at its sole cost and expense, commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, covering bodily injury, property damage, and personal injury arising from the Walkways or the CDD's activities under this Agreement. The CITY shall be named as an additional insured on such policy. The CDD shall provide the CITY with certificates of insurance evidencing such coverage upon request.
6. Priority of CITY's Right-of-Way. The Walkways shall not be operated or maintained in such a manner so as to unreasonably interfere, in any way, with the CITY's operation or maintenance of its Right-of-Way or any public or general utility improvements located thereon. Except as authorized by the CITY, no permanent improvements other than the Walkways shall be constructed in the CITY's Right-of-Way.
7. Walkways. In consideration for the CDD's consent to use and maintenance of the Walkways within the CITY's Right-of-Way, as described herein, the CDD agrees, at its sole cost and expense, to install, maintain, repair and operate the Walkways, consistent with reasonable engineering standards and all applicable laws, codes, and regulations.
8. No Waiver/No Vesting. This Agreement does not constitute a waiver of the CITY'S regulatory authority and the CDD remains subject to all applicable laws, rules, codes and regulations. This Agreement does not operate to vest any interest or right whatsoever.
9. Contingency. This Agreement is contingent upon the Walkways having been completed consistent with the permits and any applicable laws, rules or regulations.
10. Recording; Constructive Notice. The CDD shall record this Agreement, at its expense, in the Public Records of Orange County, Florida. Upon recordation, this

Agreement shall constitute constructive notice to all persons and entities of the encroachment, the obligations and restrictions contained herein, and the rights of the CITY.

11. Controlling Laws.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.
- b. The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be in Orange County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the utilization of the property under this Agreement.

12. Miscellaneous.

- a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

13. Legal Counsel. The CDD acknowledges that it has had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that the CDD represents and warrants that it has sought such independent legal advice and counsel.

14. Attorney's Fees. In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

15. Negotiation. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules

of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

16. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed delivered: (i) when personally delivered; (ii) three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested; or (iii) one (1) business day after deposit with a nationally recognized overnight courier service. Notices shall be addressed to the parties at the addresses set forth in the preamble of this Agreement, or to such other address as either party may designate in writing.
17. Assignment. The CDD shall not assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the CITY, which consent may be withheld in the CITY's sole discretion. Any attempted assignment without such consent shall be void and of no effect.
18. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CITY beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.
19. Termination of License and Removal of Encroachment. The CITY may terminate this Agreement: (i) in the event the CITY determines that the Walkways are or will impede the CITY's use of its Right-of-Way or (ii) in the event of a breach or default by CDD of the terms of this Agreement and said breach is not cured within thirty (30) days. The CDD may terminate this Agreement upon ninety (90) days' prior written notice to the CITY. In the event of termination by the CITY or the CDD, the CDD shall remove the Walkways from CITY's Right-of-Way within thirty (30) days of receipt of written termination notice. In the event of an emergency situation resulting in an immediate threat to public health, safety or welfare, the CITY shall be authorized to take emergency remedial action and the then-current property owner shall reimburse the CITY for the CITY's reasonable, documented expenses in connection therewith.

20. License; Burden on Property. This Agreement constitutes a License and does not rise to the level of a real property interest in the property underlying the CITY's Right-of-Way.

21. Effective Date. The effective date of this Agreement is the day and year first written above.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Signed, sealed and delivered in the presence of:

**BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes,

\_\_\_\_\_  
Print Name:

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**     )  
  )ss  
**COUNTY OF**             )

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the district, who is personally known to me or has provided \_\_\_\_\_ as identification (if left blank, then personally known to me).

Signed, sealed and delivered in the presence of:

**CITY OF ORLANDO, FLORIDA**, a municipal corporation

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Title:

\_\_\_\_\_

\_\_\_\_\_  
Print Name:

Address: \_\_\_\_\_

\_\_\_\_\_

**STATE OF FLORIDA**    )  
                                  )ss  
**COUNTY OF**            )

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of **CITY OF ORLANDO, FLORIDA**, a municipal corporation, who is personally known to me or has provided \_\_\_\_\_ as identification (if left blank, then personally known to me).



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# **Boggy Creek Improvement District**

**Operation and Maintenance Expenditures Paid in  
March 2026 in an amount totaling \$140,750.21**

# 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 March 1, 2026 through March 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$140,750.21**

Approval of Expenditures:

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\_\_\_\_ Chairman

\_\_\_\_ Vice Chairman

\_\_\_\_ Assistant Secretary

**Boggy Creek Improvement District**  
**AP Check Register (Current by Bank)**  
 Check Dates: 3/1/2026 to 3/31/2026

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
<b>BANK ID: OM-ACH - CITY NATIONAL BANK - ACH &amp; WIRES</b>					<b>001-101-0000-00-01</b>
70057	03/10/26	M	VGLOBA	VGlobalTech	\$185.00
70058	03/20/26	M	OUC	Orlando Utilities Commission	\$11,619.22
70059	03/20/26	M	TRUSTE	US Bank as Trustee for Boggy C	\$236,531.60
<b>BANK OM-ACH REGISTER TOTAL:</b>					<b>\$248,335.82</b>
<b>BANK ID: SUN - CITY NATIONAL BANK</b>					<b>001-101-0000-00-01</b>
4520	03/06/26	P	BERCON	Berman Construction	\$5,250.01
4521	03/06/26	P	CEPRA	Cepra Landscape	\$51,615.58
4522	03/10/26	P	AWC	Aquatic Weed Control, Inc.	\$835.00
4523	03/10/26	P	CEPRA	Cepra Landscape	\$7,629.50
4524	03/10/26	P	GRAU	Grau and Associates	\$4,800.00
4525	03/24/26	P	BERCON	Berman Construction	\$3,000.01
4526	03/24/26	P	CEPRA	Cepra Landscape	\$51,615.58
4527	03/24/26	P	PFMGC	PFM Group Consulting	\$3,800.31
4528	03/24/26	P	RLEVEY	Richard Levey	\$200.00
4529	03/24/26	P	TCZAPK	Thaddeus Czapka	\$200.00
<b>BANK SUN REGISTER TOTAL:</b>					<b>\$128,945.99</b>
<b>GRAND TOTAL</b>					<b>\$377,281.81</b>

128,945.99	Checks 4520-4529
236,531.60	Debt Service - via wire
185.00	PA 723 - VGlobalTech invoice paid online
11,619.22	PA 723 - OUC invoice paid online
377,281.81	Cash Spent
140,750.21	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**

Mar. 2026 AP Remittance Report

<b>BANK:</b>	<b>SUN</b>	<b>CHECK:</b>	<b>4520</b>	<b>AMOUNT:</b>	<b>\$5,250.01</b>	<b>DATE:</b>	<b>03/06/26</b>	<b>VEND ID:</b>	<b>BERCON</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
12/31/25	93973	PA 722 - Sidewalk grinding				\$0.00	\$2,250.00		
02/01/26	94685	PA 719 - Feb. administrator ag				\$0.00	\$1,333.34		
02/01/26	94685	PA 719 - Feb. irrigation speci				\$0.00	\$1,666.67		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$5,250.01</b>		

<b>BANK:</b>	<b>SUN</b>	<b>CHECK:</b>	<b>4521</b>	<b>AMOUNT:</b>	<b>\$51,615.58</b>	<b>DATE:</b>	<b>03/06/26</b>	<b>VEND ID:</b>	<b>CEPRA</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
02/01/26	O-S9515	PA 719 - Feb. landscaping				\$0.00	\$27,605.50		
02/01/26	O-S9510	PA 719 - Feb. interchange land				\$0.00	\$24,010.08		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$51,615.58</b>		

<b>BANK:</b>	<b>SUN</b>	<b>CHECK:</b>	<b>4522</b>	<b>AMOUNT:</b>	<b>\$835.00</b>	<b>DATE:</b>	<b>03/10/26</b>	<b>VEND ID:</b>	<b>AWC</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
03/01/26	1136973	PA 723 - Mar. waterway service				\$0.00	\$835.00		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$835.00</b>		

<b>BANK:</b>	<b>SUN</b>	<b>CHECK:</b>	<b>4523</b>	<b>AMOUNT:</b>	<b>\$7,629.50</b>	<b>DATE:</b>	<b>03/10/26</b>	<b>VEND ID:</b>	<b>CEPRA</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
01/31/26	O-S9560	PA 723 - Jan. controller 12 ir				\$0.00	\$334.00		
01/31/26	O-S9561	PA 723 - Jan. controller 13 ir				\$0.00	\$539.00		
01/31/26	O-S9562	PA 723 - Jan. controller 14 ir				\$0.00	\$436.00		
01/31/26	O-S9563	PA 723 - Jan. controller 16 ir				\$0.00	\$272.50		
01/31/26	O-S9564	PA 723 - Jan. controller 17 ir				\$0.00	\$216.50		
01/31/26	O-S9565	PA 723 - Jan. controller 23 ir				\$0.00	\$433.00		
01/31/26	O-S9570	PA 723 - Jan. controller 16 va				\$0.00	\$520.00		
01/31/26	O-S9571	PA 723 - Jan. controller 13 va				\$0.00	\$520.00		
02/26/26	O-S9672	PA 723 - Jan. controller 11 ir				\$0.00	\$742.00		
02/26/26	O-S9674	PA 723 - Feb. controller 13 ir				\$0.00	\$1,159.00		
02/26/26	O-S9675	PA 723 - Feb. Loop Rd irrigati				\$0.00	\$1,764.00		
02/26/26	O-S9678	PA 723 - Feb. controller 28 ir				\$0.00	\$346.00		
02/26/26	O-S9679	PA 723 - Feb. controller 30 ir				\$0.00	\$347.50		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$7,629.50</b>		

<b>BANK:</b>	<b>SUN</b>	<b>CHECK:</b>	<b>4524</b>	<b>AMOUNT:</b>	<b>\$4,800.00</b>	<b>DATE:</b>	<b>03/10/26</b>	<b>VEND ID:</b>	<b>GRAU</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
03/02/26	28736	PA 723 - FY 2025 audit				\$0.00	\$4,800.00		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$4,800.00</b>		

<b>BANK:</b>	<b>OM-ACH</b>	<b>CHECK:</b>	<b>70057</b>	<b>AMOUNT:</b>	<b>\$185.00</b>	<b>DATE:</b>	<b>03/10/26</b>	<b>VEND ID:</b>	<b>VGLOBA</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
03/01/26	8291	PA 723 - Mar. website maint.				\$0.00	\$185.00		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$185.00</b>		

<b>BANK:</b>	<b>OM-ACH</b>	<b>CHECK:</b>	<b>70058</b>	<b>AMOUNT:</b>	<b>\$11,619.22</b>	<b>DATE:</b>	<b>03/20/26</b>	<b>VEND ID:</b>	<b>OUC</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
03/03/26	83178-030326	PA 723 - OUC 2026.03.03 - Depo				\$0.00	(\$18.27)		
03/03/26	83178-030326	PA 723 - OUC 2026.03.03 - IME				\$0.00	\$200.80		
03/03/26	83178-030326	PA 723 - OUC 2026.03.03 - Elec				\$0.00	\$1,789.36		
03/03/26	83178-030326	PA 723 - OUC 2026.03.03 - Wate				\$0.00	\$1,760.08		
03/03/26	83178-030326	PA 723 - OUC 2026.03.03 - Stre				\$0.00	\$7,697.68		
03/03/26	83178-030326	PA 723 - OUC 2026.03.03 - IME				\$0.00	\$189.57		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$11,619.22</b>		

**Boggy Creek Improvement District**

Mar. 2026 AP Remittance Report

<b>BANK:</b>	<b>OM-ACH</b>	<b>CHECK:</b>	<b>70059</b>	<b>AMOUNT:</b>	<b>\$236,531.60</b>	<b>DATE:</b>	<b>03/20/26</b>	<b>VEND ID:</b>	<b>TRUSTE</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
03/14/26	2026.03.13	S2013 FY26 DS (203751008) Dist				\$0.00	\$143,513.13		
03/14/26	2026.03.13	S2023 FY26 DS (255653000) Dist				\$0.00	\$93,018.47		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$236,531.60</b>		
<b>BANK:</b>	<b>SUN</b>	<b>CHECK:</b>	<b>4525</b>	<b>AMOUNT:</b>	<b>\$3,000.01</b>	<b>DATE:</b>	<b>03/24/26</b>	<b>VEND ID:</b>	<b>BERCON</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
03/01/26	95360	PA 723 - Mar. administrator ag				\$0.00	\$1,333.34		
03/01/26	95360	PA 723 - Mar. irrigation speci				\$0.00	\$1,666.67		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$3,000.01</b>		
<b>BANK:</b>	<b>SUN</b>	<b>CHECK:</b>	<b>4526</b>	<b>AMOUNT:</b>	<b>\$51,615.58</b>	<b>DATE:</b>	<b>03/24/26</b>	<b>VEND ID:</b>	<b>CEPRA</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
03/01/26	O-S9715	PA 723 - Mar. interchange land				\$0.00	\$24,010.08		
03/01/26	O-S9720	PA 723 - Mar. landscaping				\$0.00	\$27,605.50		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$51,615.58</b>		
<b>BANK:</b>	<b>SUN</b>	<b>CHECK:</b>	<b>4527</b>	<b>AMOUNT:</b>	<b>\$3,800.31</b>	<b>DATE:</b>	<b>03/24/26</b>	<b>VEND ID:</b>	<b>PFMGC</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
02/09/26	140716	PA 720 - Jan. mileage, tolls				\$0.00	\$14.00		
02/09/26	140716	PA 720 - Dec. storage facility				\$0.00	\$40.00		
02/09/26	140716	PA 720 - Tax1099 forms				\$0.00	\$25.20		
03/03/26	140961	PA 724 - Feb. mileage, tolls				\$0.00	\$7.00		
03/03/26	140961	PA 724 - Jan. storage facility				\$0.00	\$40.00		
03/05/26	DM-03-2026-6	PA 724 - DM fee: Mar. 2026				\$0.00	\$3,541.67		
02/06/26	OE-EXP-02-2026-05	PA 720 - Jan. FedEx				\$0.00	\$22.83		
03/04/26	OE-EXP-03-2026-06	PA 723 - Feb. FedEx				\$0.00	\$109.61		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$3,800.31</b>		
<b>BANK:</b>	<b>SUN</b>	<b>CHECK:</b>	<b>4528</b>	<b>AMOUNT:</b>	<b>\$200.00</b>	<b>DATE:</b>	<b>03/24/26</b>	<b>VEND ID:</b>	<b>RLEVEY</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
03/10/26	2026.03.10	PA 724 - Supervisor fee 2026.0				\$0.00	\$200.00		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$200.00</b>		
<b>BANK:</b>	<b>SUN</b>	<b>CHECK:</b>	<b>4529</b>	<b>AMOUNT:</b>	<b>\$200.00</b>	<b>DATE:</b>	<b>03/24/26</b>	<b>VEND ID:</b>	<b>TCZAPK</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
03/10/26	2026.03.10	PA 724 - Supervisor fee 2026.0				\$0.00	\$200.00		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$200.00</b>		



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# **Boggy Creek Improvement District**

**Requisition Nos. 512 – 514 Paid in  
March 2026 in an amount totaling \$13,388.14**

# 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 March 1, 2026 through March 31, 2026. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
512	Donald W. McIntosh Associates	\$10,152.61
513	Orlando Sentinel	\$610.53
514	Kutak Rock	\$2,625.00
	<b>TOTAL</b>	<b>\$13,388.14</b>

**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:** 512

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

(C) **Amount Payable:** \$10,152.61

(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 48697 for Project 23218 (Lake Nona Boggy Creek) Through 02/27/2026 – **\$4,501.25**
2. Invoice 48704 for Project 22542 (Lake Nona South Lift Station No. 9 and 6,000 LF of 10" Force Main) Through 02/27/2026 – **\$5,651.36**

(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.

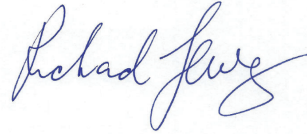
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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



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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  
March 23, 2026

**RECEIVED**

By Amanda Lane at 8:41 am, Mar 25, 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:** 513

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

(C) **Amount Payable:** \$610.53

(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 OSA15445 for Ad #19596 for Construction Legal Advertising of the Construction Committee Meeting Schedule (Split Five Ways, Will Be Reimbursed From GID, MCID, PE, MID) – **\$329.60**
2. Invoice OSA22275 for Ad #22883 for Construction Legal Advertising of the March 5, 2026 Construction Committee Meeting (Split Five Ways, Will Be Reimbursed From GID, MCID, PE, MID) – **\$280.93**

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

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

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

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

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

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

Boggy Creek Improvement District

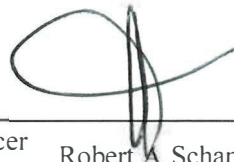


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Authorized Officer

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  
March 23, 2026

**RECEIVED**

By Amanda Lane at 8:41 am, Mar 25, 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:** 514

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

(C) **Amount Payable:** \$2,625.00

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

1. Invoice 3716893 for Client Matter 3023-2 (Project Construction) through 02/28/2025 – **\$735.00**
2. Invoice 3716894 for Client Matter 3023-2 (Project Construction) through 01/31/2025 – **\$1,890.00**

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

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

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

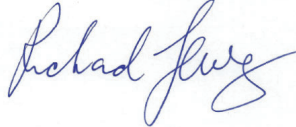
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

No event has occurred and is continuing which constitutes an Event of Default, as defined by the Master Indenture, or would constitute 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.

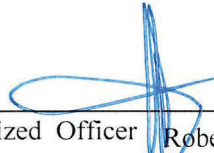
Boggy Creek Improvement District



\_\_\_\_\_  
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  
March 30, 2026



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# **Boggy Creek Improvement District**

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

**WORK AUTHORIZATION FOR MAINTENANCE SERVICES**

This Work Authorization (the "Work Authorization"), dated 3/19, 2026 authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE BOGGY CREEK IMPROVEMENT DISTRICT AND BERMAN CONSTRUCTION, LLC FOR GENERAL MAINTENANCE SERVICES* (the "Agreement"), dated August 18, 2020, by and between:

**Boggy Creek Improvement District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Orlando, Florida, and whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the "District"); and

**Berman Construction, LLC**, a Florida limited liability company, with a mailing address of 9801 Lake Nona Club Drive, Orlando, Florida 32827 (hereinafter "Contractor", together with District the "Parties").

**Section 1. Scope of Services.** Contractor shall provide Sign Replacement maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "Services").

**Section 2. Compensation and Term.** It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount and for the term set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

**Section 3. Acceptance.** Acceptance of this Work Authorization will authorize the Contractor to complete the Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

**BOGGY CREEK IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BERMAN CONSTRUCTION, LLC**

*Edward Padua*  
\_\_\_\_\_

\_\_\_\_\_  
Witness

By: **General Manager**  
Its: Eddie Padua

**Exhibit A:** Proposal/Scope of Services

## Project : BCID - Replace Stop Sign

Proposal Date: 03/19/2026

Project Name: BCID - Replace Stop Sign

Client Contact: BCID , agent for owner

### Project Scope

This proposal includes replacement of the current stop sign in front of Nemours hospital with a new 30" x 30" (R1-1) STOP sign constructed from .080 aluminum with diamond-grade reflective vinyl for improved visibility and safety. The installation will include a 13" x 3" painted square post. To ensure durability and long-term stability, the post will be set securely in concrete. This upgrade will provide clearer traffic control and enhance roadway safety in the areas.

Work will be completed in the most expedient time frame as possible. All work will be performed during working hours.

Materials and Sign Fabrication: \$1,315.55

Labor and Installation: \$335.00

Total Cost: \$1,650.55

Payment Schedule – Net 30 days from completion.

### Payment Terms

**Total Project Costs:** \$1,650.55 (this includes during normal business hours additional cost applied if overnight or holidays).

## Project : BCID- Replace Stop Sign

### Additional Notes

Please contact our office upon receipt and approval of this contract, and any questions you might have. Should you accept the terms outlined above please sign below and return.

We can then schedule your services at that time. This proposal will become binding once executed by both parties.

### Thank You

We appreciate your business and look forward to our continued partnership. Please don't hesitate to reach out with any questions.

### Approvals

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BCID CDD

By:

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Berman

By: Eddie Padua, GM

### About Berman

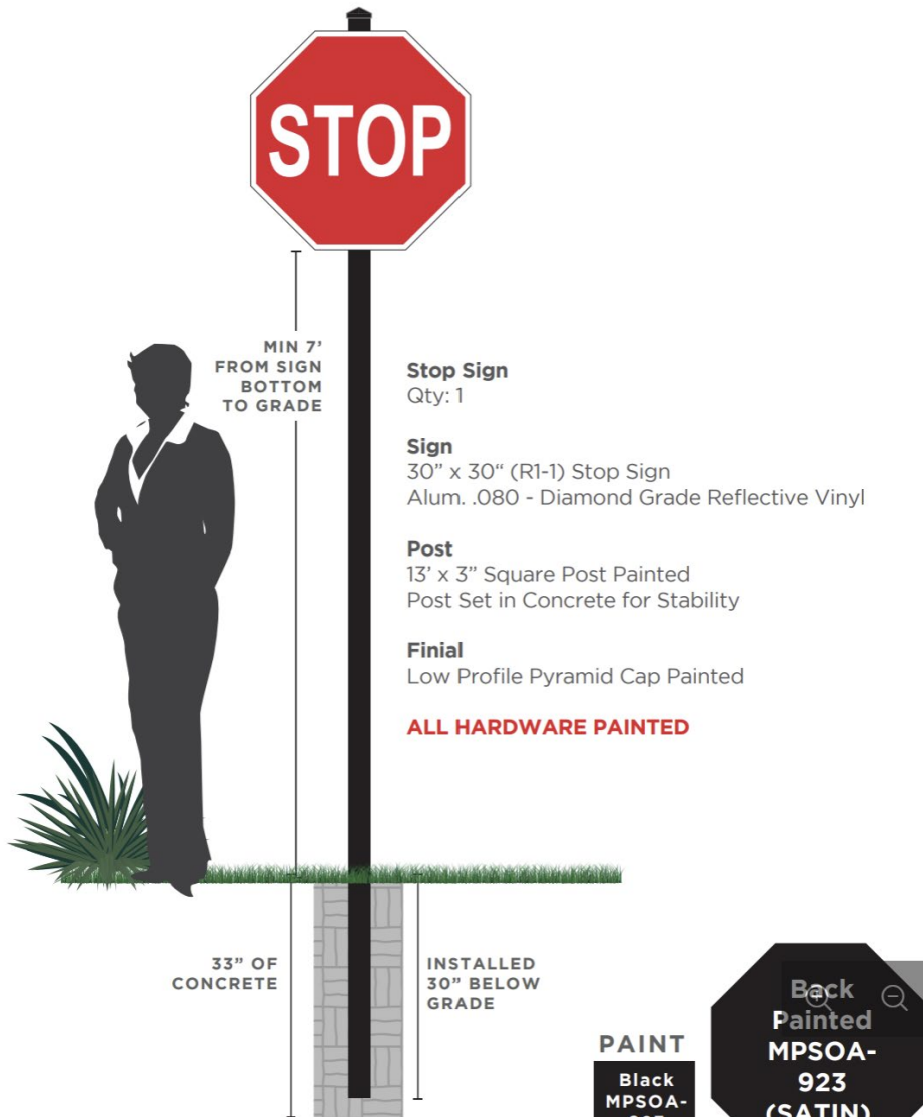
**Berman is a national full-service property management, security and facility services company** based in Lake Nona, Florida. Our team is highly skilled in providing dependable, professional and cost-effective solutions across facility, janitorial, on-demand repairs, maintenance staffing, security and all other ancillary facility services to help you run your facility as smoothly as possible.

**We pride ourselves** on being a single point for all facility and property needs. Quality and integrity are at the heart of what we do.

**We are a tech-forward team**, serving our clients with swift and diligent work, to ensure our client properties are well taken care of. We embrace problems quickly and tackle solutions intelligently in a unique, customized manner for each clients' needs.

### Our Services

- ✓ Property & Facility Management
- ✓ Property Maintenance
- ✓ 24/7 Emergency Repairs
- ✓ General Construction
- ✓ Janitorial Services
- ✓ Security
- ✓ Pressure Washing
- ✓ Landscaping
- ✓ Disaster Response



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**Proposal**

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

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

PROPOSAL #	DATE
55658 (v. 0)	03/27/2026

DESCRIPTION	
Remove Large Dead Medjool Palm On Lake Nona Blvd. ( No Stump Grinding Needed)	\$1,800.00

## 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.

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Customer Printed Name

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Customer Signature

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Date

Job ID: 55658



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**Proposal**

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

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

PROPOSAL #	DATE
55648 (v. 0)	03/27/2026

DESCRIPTION	
Remove and Dispose 15 Dead Bougainvillea- Prep Site and replace with 15-30 Gallon Trellis	\$15,150.00

				<b>\$15,150.00</b>
Description	Type	Qty	Unit \$	Total \$
Ligustrum - 30 gal.	EA	15.00	\$1,010.00	\$15,150.00

**Total                    \$15,150.00**

## 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.

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Customer Printed Name

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Customer Signature

---

Date

Job ID: 55648



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**Proposal**

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

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

PROPOSAL #	DATE
56290 (v. 0)	04/20/2026

DESCRIPTION	
Freeze Damage Replacements Boggy Creek Interchange  Proposal to replace dead plants from the freeze.	\$6,500.00

				\$6,500.00	
Description	Type	Qty	Unit \$	Total \$	
Apostle Iris 3 Gal	EA	25.00	\$20.00	\$500.00	
Delivery Fee	EA	1.00	\$50.00	\$50.00	
Dump Fees - General Debris	EA	1.00	\$75.00	\$75.00	
General Enhancement Labor	HR	15.00	\$60.00	\$900.00	
Hong Kong Orchid 65g	EA	1.00	\$800.00	\$800.00	
Ixora 'Dwarf Red Taiwain' - 3 gal.	EA	50.00	\$17.00	\$850.00	
Natural Hardwood Mulch - Bulk Installed	YD	20.00	\$60.00	\$1,200.00	
Panama Rose- 3 gal.	EA	125.00	\$17.00	\$2,125.00	
<b>Total</b>				<b>\$6,500.00</b>	

## Terms and Conditions

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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.

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Customer Printed Name

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Customer Signature

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Date

Job ID: 56290







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**WORK AUTHORIZATION FOR MAINTENANCE SERVICES**

This Work Authorization (the "Work Authorization"), dated 4/14, 2026 authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE BOGGY CREEK IMPROVEMENT DISTRICT AND BERMAN CONSTRUCTION, LLC FOR GENERAL MAINTENANCE SERVICES* (the "Agreement"), dated August 18, 2020, by and between:

**Boggy Creek Improvement District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Orlando, Florida, and whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the "District"); and

**Berman Construction, LLC**, a Florida limited liability company, with a mailing address of 9801 Lake Nona Club Drive, Orlando, Florida 32827 (hereinafter "Contractor", together with District the "Parties").

**Section 1. Scope of Services.** Contractor shall provide Median Repair maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "Services").

**Section 2. Compensation and Term.** It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount and for the term set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

**Section 3. Acceptance.** Acceptance of this Work Authorization will authorize the Contractor to complete the Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

**BOGGY CREEK IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BERMAN CONSTRUCTION, LLC**

*Edward Padua*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Eddie Padua, General Manager  
Its: \_\_\_\_\_

**Exhibit A:** Proposal/Scope of Services

## **Project : BCID Median Planter Repair – LN Blvd & 417**

**Proposal Date: 04/14/2026**

**Project Name: BCID Median Planter Repair – LN Blvd & 417**

**Client Contact: BCID CDD, agent for owner**

### **Project Scope**

The contractor, Baseline Construction Services (BSC), will provide all labor, materials, equipment, and supervision necessary to complete the following scope of work in a professional and timely manner. Contractor will repair the planter located in the median, with the same spec as what is currently including all required materials, labor, and debris removal.

The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all service and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar designs and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Services provided by the Contractor pursuant to this Agreement shall be warranted for one (1) year from the date of acceptance of the Services by the District. Contractor shall replace or repair warranted items to the District's satisfaction. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective , deficient materials or Services. If any of the materials or Services are found to be defective , deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other verifiable damage resulting therefrom to District property or the property of landowners within the District.

#### **Estimated Time of Completion**

Work will be completed in the most expedient time frame as possible. All work will be performed during working hours.

Payment Schedule – Net 30 days from completion

### **Payment Terms**

**Total Project Costs** : \$4950.00 (this includes during normal business hours additional cost applied if overnight or holidays).

## Project : BCID Median Planter Repair – LN Blvd & 417

### Additional Notes

Please contact our office upon receipt and approval of this contract, and any questions you might have. Should you accept the terms outlined above please sign below and return.

We can then schedule your services at that time. This proposal will become binding once executed by both parties.

### Thank You

We appreciate your business and look forward to our continued partnership. Please don't hesitate to reach out with any questions.

### Approvals

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BCID CDD

By:

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Berman

By: Eddie Padua, GM

### About Berman

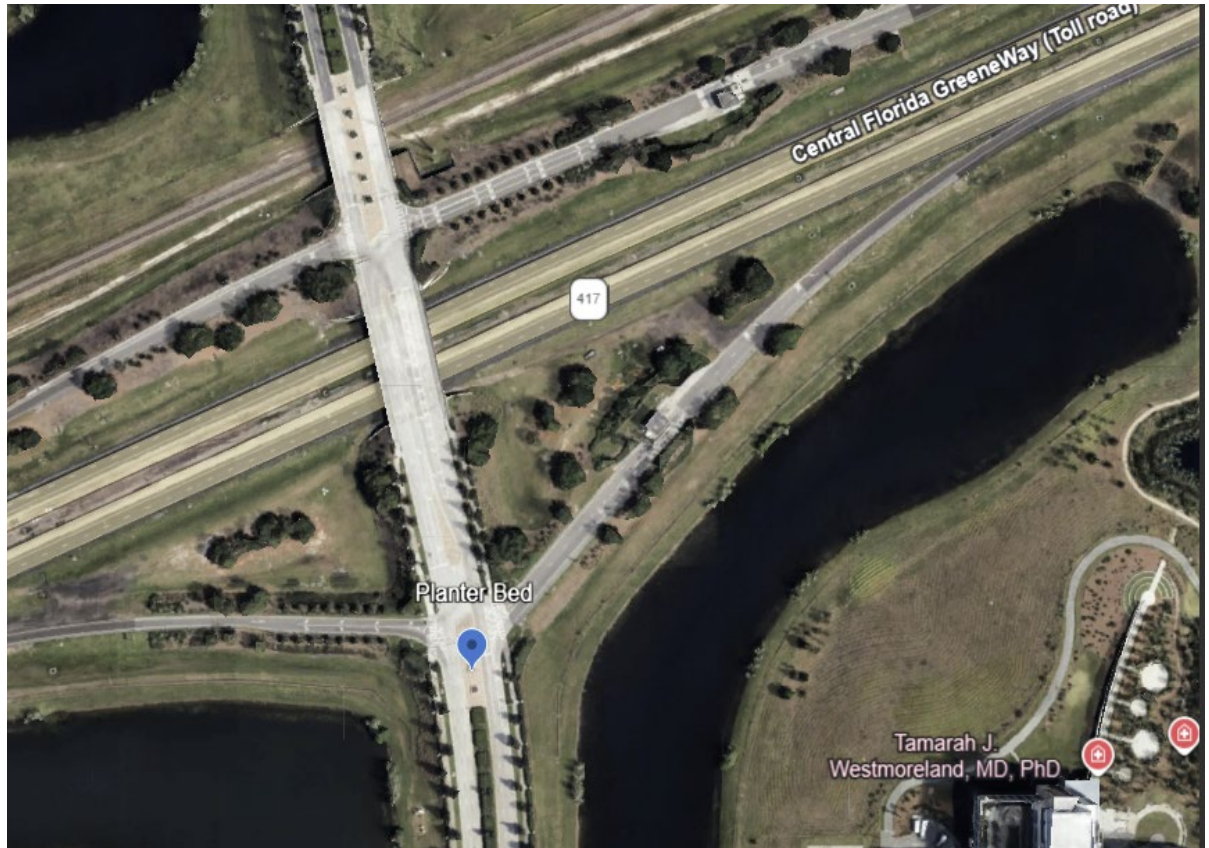
**Berman is a national full-service property management, security and facility services company** based in Lake Nona, Florida. Our team is highly skilled in providing dependable, professional and cost-effective solutions across facility, janitorial, on-demand repairs, maintenance staffing, security and all other ancillary facility services to help you run your facility as smoothly as possible.

**We pride ourselves** on being a single point for all facility and property needs. Quality and integrity are at the heart of what we do.

**We are a tech-forward team**, serving our clients with swift and diligent work, to ensure our client properties are well taken care of. We embrace problems quickly and tackle solutions intelligently in a unique, customized manner for each clients' needs.

### Our Services

- ✓ Property & Facility Management
- ✓ Property Maintenance
- ✓ 24/7 Emergency Repairs
- ✓ General Construction
- ✓ Janitorial Services
- ✓ Security
- ✓ Pressure Washing
- ✓ Landscaping
- ✓ Disaster Response



**Quote 1 - Median Repair / Planter Repair - Lake Nona Blvd & 417**

Category	Vendor	Item Description	Unit Price	Unit	Quantity	Total
Planter Repair	BCS / Baseline PG	Repair the planter in the median (materials, labor & debris removal)	\$4,500.00	LS	1	\$4,500.00
<b>Grand Total</b>						<b>\$4,500.00</b>

**Quote 2 - Median Repair / Planter Demolition - Lake Nona Blvd & 417**

Category	Vendor	Item Description	Unit Price	Unit	Quantity	Total
Demolition	BCS / Baseline PG	Mobilization, MOT and removal of existing structure	\$11,760.00	LS	1	\$11,760.00
<b>Grand Total</b>						<b>\$11,760.00</b>

**Quote 3 - Hong Kong Orchid Install - Boggy Creek Interchange 417**

Category	Vendor	Item Description	Unit Price	Unit	Quantity	Total
Delivery	Cepira Landscape	Delivery Fee	\$250.00	EA	1	\$250.00
Equipment	Cepira Landscape	Equipment Rental - Large Skid Steer	\$300.00	EA	1	\$300.00
Trees	Cepira Landscape	Hong Kong Orchid - 100 gal.	\$2,621.00	EA	1	\$2,621.00
Ground Cover	Cepira Landscape	Perennial Peanut 'EcoTurf' - 1 gal.	\$6.94	EA	350	\$2,429.00
<b>Grand Total</b>						<b>\$5,600.00</b>

**Quote 4 - Silk Floss Tree Install - Boggy Creek Interchange 417**

Category	Vendor	Item Description	Unit Price	Unit	Quantity	Total
Delivery	Cepira Landscape	Delivery Fee	\$250.00	EA	1	\$250.00
Equipment	Cepira Landscape	Equipment Rental - Large Skid Steer	\$300.00	EA	1	\$300.00
Ground Cover	Cepira Landscape	Perennial Peanut 'EcoTurf' - 1 gal.	\$6.94	EA	350	\$2,429.00
Trees	Cepira Landscape	Silk Floss Tree - 100 gal.	\$1,510.00	EA	2	\$3,020.00
<b>Grand Total</b>						<b>\$5,999.00</b>



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# **Boggy Creek Improvement District**

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



# **Boggy Creek Improvement District**

## March 2026 Financial Package

March 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 3/31/2026

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$ 698,662.26				\$ 698,662.26
State Board of Administration	1,553.09				1,553.09
Infrastructure Capital Reserve	144,762.86				144,762.86
Interchange Maintenance Reserve	16,938.46				16,938.46
Accounts Receivable - Due from Developer	22,154.17				22,154.17
On-Roll Assessments Receivable	260,275.25				260,275.25
Off-Roll Assessments Receivable	155,212.05				155,212.05
Due From Other Governmental Units	17,073.41				17,073.41
Deposits	5,000.00				5,000.00
On-Roll Assessments Receivable		\$ 492,973.87			492,973.87
Off-Roll Assessments Receivable		1,084,047.37			1,084,047.37
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		3,155,172.72			3,155,172.72
Revenue Series 2023		995,600.37			995,600.37
Prepayment Series 2013		4,568.75			4,568.75
Prepayment Series 2023		3,806.38			3,806.38
General Checking Account			\$ 13,443.30		13,443.30
Due From Other Governmental Units			536.07		536.07
Acquisition/Construction Series 2013			181,694.44		181,694.44
Acquisition/Construction Series 2023			3,214.07		3,214.07
Total Current Assets	\$ 1,321,631.55	\$ 10,255,131.96	\$ 198,887.88	\$ -	\$ 11,775,651.39



**Boggy Creek Improvement District**  
 Statement of Financial Position  
 As of 3/31/2026

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$ 8,678,110.72	\$ 8,678,110.72
Amount To Be Provided				47,931,889.28	47,931,889.28
Total Investments	\$ -	\$ -	\$ -	\$ 56,610,000.00	\$ 56,610,000.00
<b>Total Assets</b>	<b>\$ 1,321,631.55</b>	<b>\$ 10,255,131.96</b>	<b>\$ 198,887.88</b>	<b>\$ 56,610,000.00</b>	<b>\$ 68,385,651.39</b>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$ 26,796.77				\$ 26,796.77
Deferred Revenue	22,154.17				22,154.17
Deferred Revenue - On-Roll	260,275.25				260,275.25
Deferred Revenue - Off-Roll	155,212.05				155,212.05
Deferred Revenue - On-Roll		\$ 492,973.87			492,973.87
Deferred Revenue - Off-Roll		1,084,047.37			1,084,047.37
Accounts Payable			\$ 47.65		47.65
Total Current Liabilities	\$ 464,438.24	\$ 1,577,021.24	\$ 47.65	\$ -	\$ 2,041,507.13
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$ 56,610,000.00	\$ 56,610,000.00
Total Long Term Liabilities	\$ -	\$ -	\$ -	\$ 56,610,000.00	\$ 56,610,000.00
<b>Total Liabilities</b>	<b>\$ 464,438.24</b>	<b>\$ 1,577,021.24</b>	<b>\$ 47.65</b>	<b>\$ 56,610,000.00</b>	<b>\$ 58,651,507.13</b>



**Boggy Creek Improvement District**  
 Statement of Financial Position  
 As of 3/31/2026

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<b><u>Net Assets</u></b>					
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	91,676.36				91,676.36
Net Assets, Unrestricted		\$ (1,465,642.46)			(1,465,642.46)
Current Year Net Assets, Unrestricted		2,069,719.15			2,069,719.15
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			39,909.71		39,909.71
Net Assets - General Government			26,696,976.16		26,696,976.16
<b>Total Net Assets</b>	<u>\$ 857,193.31</u>	<u>\$ 8,678,110.72</u>	<u>\$ 198,840.23</u>	<u>\$ -</u>	<u>\$ 9,734,144.26</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 1,321,631.55</u>	<u>\$ 10,255,131.96</u>	<u>\$ 198,887.88</u>	<u>\$ 56,610,000.00</u>	<u>\$ 68,385,651.39</u>



**Boggy Creek Improvement District**  
 Statement of Activities  
 As of 3/31/2026

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<b><u>Revenues</u></b>					
On-Roll Assessments	\$ 39,332.04				\$ 39,332.04
Off-Roll Assessments	465,636.10				465,636.10
Developer Contributions	63,941.25				63,941.25
Other Income & Other Financing Sources	0.01				0.01
On-Roll Assessments		\$ 240,367.71			240,367.71
Off-Roll Assessments		3,252,142.11			3,252,142.11
Inter-Fund Group Transfers In		(72,943.97)			(72,943.97)
Inter-Fund Transfers In			\$ 72,943.97		72,943.97
Total Revenues	\$ 568,909.40	\$ 3,419,565.85	\$ 72,943.97	\$ -	\$ 4,061,419.22
<b><u>Expenses</u></b>					
Supervisor Fees	\$ 1,400.00				\$ 1,400.00
Public Officials' Liability Insurance	4,569.00				4,569.00
Trustee Services	6,446.30				6,446.30
Management	21,250.02				21,250.02
Engineering	3,128.88				3,128.88
Disclosure	500.00				500.00
District Counsel	9,262.04				9,262.04
Assessment Administration	15,000.00				15,000.00
Audit	4,800.00				4,800.00
Arbitrage Calculation	1,000.00				1,000.00
Tax Preparation	25.20				25.20
Travel and Per Diem	61.80				61.80
Postage & Shipping	153.35				153.35
Legal Advertising	1,219.64				1,219.64
Bank Fees	7.60				7.60
Miscellaneous	160.00				160.00
Web Site Maintenance	1,410.00				1,410.00
Holiday Decorations	500.00				500.00
Dues, Licenses, and Fees	175.00				175.00



**Boggy Creek Improvement District**  
**Statement of Activities**  
**As of 3/31/2026**

	<b>General</b>	<b>Debt Service</b>	<b>Capital Projects</b>	<b>General Long-Term Debt</b>	<b>Total</b>
Electric	\$ 6,926.92				\$ 6,926.92
Water Reclaimed	9,613.90				9,613.90
General Insurance	5,183.00				5,183.00
Property & Casualty	6,455.00				6,455.00
Other Insurance	500.00				500.00
Irrigation Parts	18,015.04				18,015.04
Landscaping Maintenance & Material	165,396.06				165,396.06
IME - Aquatics Maintenance	1,628.28				1,628.28
IME - Irrigation	488.64				488.64
IME - Landscaping	46,819.68				46,819.68
IME - Lighting	323.58				323.58
IME - Miscellaneous	99.13				99.13
IME - Water Reclaimed	428.00				428.00
Pest Control	1,510.00				1,510.00
Entry and Wall Maintenance	26,550.00				26,550.00
Shuttle Financing - Maintenance	13,599.92				13,599.92
Shuttle Financing - BEEP Operating Costs	72,495.50				72,495.50
Streetlights	38,385.75				38,385.75
Personnel Leasing Agreement	18,000.06				18,000.06
Interest Payments (Series 2013)		\$ 1,015,775.00			1,015,775.00
Interest Payments (Series 2023)		437,278.13			437,278.13
Engineering			\$ 32,034.50		32,034.50
District Counsel			2,960.00		2,960.00
Legal Advertising			323.20		323.20
Contingency			622.45		622.45
<b>Total Expenses</b>	<b>\$ 503,487.29</b>	<b>\$ 1,453,053.13</b>	<b>\$ 35,940.15</b>	<b>\$ -</b>	<b>\$ 1,992,480.57</b>



**Boggy Creek Improvement District**  
Statement of Activities  
As of 3/31/2026

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$ 26,254.25				\$ 26,254.25
Dividend Income		\$ 103,206.43			103,206.43
Interest Income			\$ 217.36		217.36
Dividend Income			2,688.53		2,688.53
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$ 26,254.25</u>	<u>\$ 103,206.43</u>	<u>\$ 2,905.89</u>	<u>\$ -</u>	<u>\$ 132,366.57</u>
<b>Change In Net Assets</b>	<b>\$ 91,676.36</b>	<b>\$ 2,069,719.15</b>	<b>\$ 39,909.71</b>	<b>\$ -</b>	<b>\$ 2,201,305.22</b>
<b>Net Assets At Beginning Of Year</b>	<b><u>\$ 765,516.95</u></b>	<b><u>\$ 6,608,391.57</u></b>	<b><u>\$ 158,930.52</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 7,532,839.04</u></b>
<b>Net Assets At End Of Year</b>	<b><u><u>\$ 857,193.31</u></u></b>	<b><u><u>\$ 8,678,110.72</u></u></b>	<b><u><u>\$ 198,840.23</u></u></b>	<b><u><u>\$ -</u></u></b>	<b><u><u>\$ 9,734,144.26</u></u></b>



**Boggy Creek Improvement District**  
 Budget to Actual  
 For the Month Ending 3/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
<b>Revenues</b>					
Assessments	\$ 504,968.14	\$ 460,227.72	\$ 44,740.42	\$ 920,455.44	54.86%
Developer Contributions	63,941.25	362,659.85	(298,718.60)	725,319.70	8.82%
Carryforward Revenue	65,268.75	65,268.75	-	130,537.49	50.00%
Other Income & Other Financing Sources	0.01	-	0.01	-	
<b>Net Revenues</b>	<b>\$ 634,178.15</b>	<b>\$ 888,156.32</b>	<b>\$ (253,978.17)</b>	<b>\$ 1,776,312.63</b>	<b>35.70%</b>
<b>General &amp; Administrative Expenses</b>					
<b>Legislative</b>					
Supervisor Fees	\$ 1,400.00	\$ 6,000.00	\$ (4,600.00)	\$ 12,000.00	11.67%
<b>Financial &amp; Administrative</b>					
Public Officials' Liability Insurance	4,569.00	2,478.25	2,090.75	4,956.50	92.18%
Trustee Services	6,446.30	4,567.00	1,879.30	9,134.00	70.57%
Management	21,250.02	21,250.00	0.02	42,500.00	50.00%
Engineering	3,128.88	5,750.00	(2,621.12)	11,500.00	27.21%
Disclosure	500.00	1,000.00	(500.00)	2,000.00	25.00%
District Counsel	9,262.04	17,500.00	(8,237.96)	35,000.00	26.46%
Assessment Administration	15,000.00	7,500.00	7,500.00	15,000.00	100.00%
Reamortization Schedules	-	124.99	(124.99)	250.00	0.00%
Audit	4,800.00	2,000.00	2,800.00	4,000.00	120.00%
Arbitrage Calculation	1,000.00	600.00	400.00	1,200.00	83.33%
Tax Preparation	25.20	15.00	10.20	30.00	84.00%
Travel and Per Diem	61.80	150.00	(88.20)	300.00	20.60%
Telephone	-	12.50	(12.50)	25.00	0.00%
Postage & Shipping	153.35	250.00	(96.65)	500.00	30.67%
Copies	-	125.00	(125.00)	250.00	0.00%
Legal Advertising	1,219.64	3,000.00	(1,780.36)	6,000.00	20.33%
Bank Fees	7.60	180.00	(172.40)	360.00	2.11%
Miscellaneous	160.00	590.00	(430.00)	1,180.00	13.56%
Meeting Room	-	125.00	(125.00)	250.00	0.00%
Office Supplies	-	50.00	(50.00)	100.00	0.00%
Property Taxes	-	75.00	(75.00)	150.00	0.00%
Web Site Maintenance	1,410.00	1,710.00	(300.00)	3,420.00	41.23%
Holiday Decorations	500.00	300.00	200.00	600.00	83.33%
Dues, Licenses, and Fees	175.00	87.50	87.50	175.00	100.00%
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 71,068.83</b>	<b>\$ 75,440.24</b>	<b>\$ (4,371.41)</b>	<b>\$ 150,880.50</b>	<b>47.10%</b>



**Boggy Creek Improvement District**  
 Budget to Actual  
 For the Month Ending 3/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
<b><u>Field Operations Expenses</u></b>					
<b>Electric Utility Services</b>					
Electric	\$ 6,926.92	\$ 4,750.00	\$ 2,176.92	\$ 9,500.00	72.91%
Entry Lighting	-	250.00	(250.00)	500.00	0.00%
<b>Water-Sewer Combination Services</b>					
Water Reclaimed	9,613.90	16,000.00	(6,386.10)	32,000.00	30.04%
<b>Other Physical Environment</b>					
General Insurance	5,183.00	2,811.75	2,371.25	5,623.50	92.17%
Property & Casualty	6,455.00	3,653.55	2,801.45	7,307.10	88.34%
Other Insurance	500.00	750.00	(250.00)	1,500.00	33.33%
Irrigation Repairs	18,015.04	32,500.00	(14,484.96)	65,000.00	27.72%
Landscaping Maintenance & Material	165,396.06	182,360.00	(16,963.94)	364,720.00	45.35%
Landscape Improvements	-	32,500.00	(32,500.00)	65,000.00	0.00%
Tree Trimming	-	7,850.00	(7,850.00)	15,700.00	0.00%
Contingency	-	5,000.00	(5,000.00)	10,000.00	0.00%
Trail Maintenance	-	10,000.00	(10,000.00)	20,000.00	0.00%
Pest Control	1,510.00	1,750.00	(240.00)	3,500.00	43.14%
<b>Shuttle Financing</b>					
Maintenance	13,599.92	108,000.00	(94,400.08)	216,000.00	6.30%
Vehicle Cost (Loan Payment)	-	73,159.85	(73,159.85)	146,319.70	0.00%
BEEP Operating Costs	72,495.50	179,000.00	(106,504.50)	358,000.00	20.25%
<b>Interchange Maintenance Expenses</b>					
IME - Aquatics Maintenance	1,628.28	1,722.50	(94.22)	3,445.00	47.27%
IME - Irrigation Repair	488.64	1,625.00	(1,136.36)	3,250.00	15.04%
IME - Landscaping	46,819.68	47,632.17	(812.49)	95,264.33	49.15%
IME - Lighting	323.58	650.00	(326.42)	1,300.00	24.89%
IME - Miscellaneous	99.13	3,250.00	(3,150.87)	6,500.00	1.53%
IME - Water Reclaimed	428.00	812.50	(384.50)	1,625.00	26.34%
IME - Landscape Improvements	-	6,500.00	(6,500.00)	13,000.00	0.00%
<b>Road &amp; Street Facilities</b>					
Entry and Wall Maintenance	26,550.00	13,000.00	13,550.00	26,000.00	102.12%
Streetlights	38,385.75	48,675.42	(10,289.67)	97,350.83	39.43%
<b>Parks &amp; Recreation</b>					
Personnel Leasing Agreement - Administrator	8,000.04	8,000.00	0.04	16,000.00	50.00%
Personnel Leasing Agreement - Irrigation Specialist	10,000.02	10,000.00	0.02	20,000.00	50.00%
<b>Reserves</b>					
Infrastructure Capital Reserve	-	10,083.34	(10,083.34)	20,166.67	0.00%
Interchange Maintenance Reserve	-	1,180.00	(1,180.00)	2,360.00	0.00%
<b>Total Field Operations Expenses</b>	<b>\$ 432,418.46</b>	<b>\$ 813,466.08</b>	<b>\$ (381,047.62)</b>	<b>\$ 1,626,932.13</b>	<b>26.58%</b>
<b>Total Expenses</b>	<b>\$ 503,487.29</b>	<b>\$ 888,906.32</b>	<b>\$ (385,419.03)</b>	<b>\$ 1,777,812.63</b>	<b>28.32%</b>
<b>Income (Loss) from Operations</b>	<b>\$ 130,690.86</b>	<b>\$ (750.00)</b>	<b>\$ 131,440.86</b>	<b>\$ (1,500.00)</b>	
<b><u>Other Income (Expense)</u></b>					
Interest Income	\$ 26,254.25	\$ 750.00	\$ 25,504.25	\$ 1,500.00	1750.28%
<b>Total Other Income (Expense)</b>	<b>\$ 26,254.25</b>	<b>\$ 750.00</b>	<b>\$ 25,504.25</b>	<b>\$ 1,500.00</b>	<b>1750.28%</b>
<b>Net Income (Loss)</b>	<b>\$ 156,945.11</b>	<b>\$ -</b>	<b>\$ 156,945.11</b>	<b>\$ -</b>	



**Boggy Creek Improvement District**  
Budget to Actual  
For the Month Ending 3/31/2026

	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	YTD Actual
<b>Revenues</b>							
Assessments	\$ -	\$ 310,424.07	\$ -	\$ 443.57	\$ 155,212.03	\$ 38,888.47	\$ 504,968.14
Developer Contributions	-	21,533.33	-	21,365.42	21,042.50	-	63,941.25
Carryforward Revenue	10,878.12	10,878.13	10,878.12	10,878.13	10,878.12	10,878.13	65,268.75
Other Income & Other Financing Sources	0.01	-	-	-	-	-	0.01
<b>Net Revenues</b>	<b>\$ 10,878.13</b>	<b>\$ 342,835.53</b>	<b>\$ 10,878.12</b>	<b>\$ 32,687.12</b>	<b>\$ 187,132.65</b>	<b>\$ 49,766.60</b>	<b>\$ 634,178.15</b>
<b>General &amp; Administrative Expenses</b>							
<b>Legislative</b>							
Supervisor Fees	\$ 200.00	\$ -	\$ -	\$ 400.00	\$ 400.00	\$ 400.00	\$ 1,400.00
<b>Financial &amp; Administrative</b>							
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	3,541.67	3,541.67	21,250.02
Engineering	-	2,041.25	416.60	-	284.43	386.60	3,128.88
Dissemination Agent	-	-	500.00	-	-	-	500.00
District Counsel	-	-	3,936.50	-	1,574.50	3,751.04	9,262.04
Assessment Administration	-	-	15,000.00	-	-	-	15,000.00
Reamortization Schedules	-	-	-	-	-	-	-
Audit	-	-	-	-	-	4,800.00	4,800.00
Arbitrage Calculation	-	-	1,000.00	-	-	-	1,000.00
Tax Preparation	-	-	-	-	25.20	-	25.20
Travel and Per Diem	-	34.00	-	6.80	14.00	7.00	61.80
Telephone	-	-	-	-	-	-	-
Postage & Shipping	-	4.42	9.81	6.68	22.83	109.61	153.35
Copies	-	-	-	-	-	-	-
Legal Advertising	-	275.68	219.50	-	219.50	504.96	1,219.64
Bank Fees	-	-	-	7.60	-	-	7.60
Miscellaneous	-	-	-	80.00	40.00	40.00	160.00
Meeting Room	-	-	-	-	-	-	-
Office Supplies	-	-	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	-
Web Site Maintenance	185.00	185.00	185.00	485.00	185.00	185.00	1,410.00
Holiday Decorations	-	-	500.00	-	-	-	500.00
Dues, Licenses, and Fees	175.00	-	-	-	-	-	175.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 15,116.97</b>	<b>\$ 6,082.02</b>	<b>\$ 25,309.08</b>	<b>\$ 4,527.75</b>	<b>\$ 6,307.13</b>	<b>\$ 13,725.88</b>	<b>\$ 71,068.83</b>
<b>Field Operations</b>							
<b>Electric Utility Services</b>							
Electric	\$ -	\$ 1,396.94	\$ 1,129.22	\$ 1,489.45	\$ 1,121.95	\$ 1,789.36	\$ 6,926.92
Entry Lighting	-	-	-	-	-	-	-
<b>Water-Sewer Combination Services</b>							
Water Reclaimed	-	1,984.86	1,874.90	2,268.19	1,725.87	1,760.08	9,613.90
<b>Other Physical Environment</b>							
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	-	2,448.04	7,629.50	18,015.04
Landscaping Maintenance & Material	27,566.01	27,566.01	27,566.01	27,566.01	27,566.01	27,566.01	165,396.06
Landscape Improvements	-	-	-	-	-	-	-
Tree Trimming	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
Trail Maintenance	-	-	-	-	-	-	-
Pest Control	1,510.00	-	-	-	-	-	1,510.00
<b>Shuttle Financing</b>							
Maintenance	-	3,399.98	3,399.98	3,399.98	3,399.98	-	13,599.92
Vehicle Cost	-	-	-	-	-	-	-
BEEP Operating Costs	-	18,133.35	17,965.44	17,642.52	18,754.19	-	72,495.50
<b>Interchange Maintenance Expenses</b>							
IME - Aquatics Maintenance	271.38	271.38	271.38	271.38	271.38	271.38	1,628.28
IME - Irrigation	-	-	488.64	-	-	-	488.64
IME - Landscaping	7,803.28	7,803.28	7,803.28	7,803.28	7,803.28	7,803.28	46,819.68
IME - Lighting	-	61.32	62.86	69.88	67.91	61.61	323.58
IME - Miscellaneous	99.13	-	-	-	-	-	99.13



**Boggy Creek Improvement District**  
 Budget to Actual  
 For the Month Ending 3/31/2026

	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	YTD Actual
IME - Water Reclaimed	-	93.46	143.72	68.94	56.62	65.26	428.00
IME - Landscape Improvements	-	-	-	-	-	-	-
<b>Road &amp; Street Facilities</b>							
Entry and Wall Maintenance	-	-	8,700.00	-	15,600.00	2,250.00	26,550.00
Streetlights	-	7,645.33	7,640.23	7,701.77	7,700.74	7,697.68	38,385.75
<b>Parks &amp; Recreation</b>							
Personnel Leasing Agreement - Administration	1,333.34	1,333.34	1,333.34	1,333.34	1,333.34	1,333.34	8,000.04
Personnel Leasing Agreement - Irrigation Specialist	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	10,000.02
<b>Reserves</b>							
Infrastructure Capital Reserve	-	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-	-
<b>Total Field Operations Expenses</b>	<b>\$ 52,387.81</b>	<b>\$ 71,355.92</b>	<b>\$ 87,983.17</b>	<b>\$ 71,281.41</b>	<b>\$ 89,515.98</b>	<b>\$ 59,894.17</b>	<b>\$ 432,418.46</b>
<b>Total Expenses</b>	<b>\$ 67,504.78</b>	<b>\$ 77,437.94</b>	<b>\$ 113,292.25</b>	<b>\$ 75,809.16</b>	<b>\$ 95,823.11</b>	<b>\$ 73,620.05</b>	<b>\$ 503,487.29</b>
<b>Income (Loss) from Operations</b>	<b>\$ (56,626.65)</b>	<b>\$ 265,397.59</b>	<b>\$ (102,414.13)</b>	<b>\$ (43,122.04)</b>	<b>\$ 91,309.54</b>	<b>\$ (23,853.45)</b>	<b>\$ 130,690.86</b>
<b>Other Income (Expense)</b>							
Interest Income	\$ 2,541.90	\$ 2,056.21	\$ 2,781.45	\$ 2,224.37	\$ 2,245.03	\$ 14,405.29	\$ 26,254.25
<b>Total Other Income (Expense)</b>	<b>\$ 2,541.90</b>	<b>\$ 2,056.21</b>	<b>\$ 2,781.45</b>	<b>\$ 2,224.37</b>	<b>\$ 2,245.03</b>	<b>\$ 14,405.29</b>	<b>\$ 26,254.25</b>
<b>Net Income (Loss)</b>	<b>\$ (54,084.75)</b>	<b>\$ 267,453.80</b>	<b>\$ (99,632.68)</b>	<b>\$ (40,897.67)</b>	<b>\$ 93,554.57</b>	<b>\$ (9,448.16)</b>	<b>\$ 156,945.11</b>



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	-	-	195,204.52	(57,287.39)	769,518.77
3/1/2026	769,518.77	-	-	306,425.30	(377,281.81)	698,662.26
4/1/2026	698,662.26	-	-	-	(4,642.60)	694,019.66 as of 04/08/2026
Totals		83,603.49	(230,555.78)	917,482.52	(818,877.43)	