

Boggy Creek Improvement District

12051 Corporate Boulevard Orlando, FL 32817; Phone: 407-382-3256

www.boggycreekid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at **3:30 p.m. on Thursday, August 23, 2018 at Lake Nona Lakehouse, 13623 Sachs Ave, Orlando, FL 32827.** A quorum will be confirmed prior to the start of the meeting.

For those unable to attend in person, you may participate by telephone:

Phone: 1-877-864-6450

Participant Code: 933751

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the July 17, 2018 Board of Supervisors' Meeting**

Business Matters

2. **Public Hearing on the Adoption of the District's Annual Budget**
 - a. **Public Comments and Testimony**
 - b. **Board Comments**
 - c. **Consideration of Resolution 2018-13, Adopting the Fiscal Year 2019 Budget and Appropriating Funds**
3. **Public Hearing on the Imposition of Special Assessments**
 - a. **Public Comments and Testimony**
 - b. **Board Comments**
 - c. **Consideration of Resolution 2018-14, Imposing Special Assessments and Certifying an Assessment Roll**
4. **Consideration of Release/Termination of Easement Agreements (Burnham)**
5. **Ratification of Requisition Nos. 409 – 410 Approved in July 2018 in an amount totaling \$730.56**
6. **Ratification of Operation and Maintenance Expenditures Paid in July 2018 in an amount totaling \$53,314.73**
7. **Recommendation of Work Authorizations/Proposed Services (*if applicable*)**
8. **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. **Construction Supervisor**
- B. **Audience Comments, Supervisor Requests**

Adjournment

**BOGGY CREEK
IMPROVEMENT DISTRICT**

**Minutes of the July 17, 2018
Board of Supervisors' Meeting**

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

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Boggy Creek Improvement District was called to order on Tuesday, July 17, 2018 at 3:50 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827. Members listed below constituted a quorum.

Richard Levey	Chair
Damon Ventura	Vice-Chair
Thad Czapka	Assistant Secretary
Heather Issacs	Assistant Secretary

Also, attending:

Jeff Newton	District Engineer
Larry Kaufmann	Construction Supervisor
Tucker Mackie	Hopping Green & Sams
Jennifer Walden	Fishkind & Associates, Inc.
Hank Fishkind	Fishkind & Associates, Inc.
Lynne Mullins	Fishkind & Associates, Inc.
Stephen Flint	Tavistock Development
Mike Williams	Akerman (joined via phone @ 3:54 p.m.)
Scott Thacker	Tavistock Development
Dan Byrnes	Tavistock Development
Brent Wilder	PFM Financial Advisors LLC

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Levey called for any public comments on any agenda items. There were no members of the public present at the time.

THIRD ORDER OF BUSINESS

**Consideration of Minutes of
the June 19, 2018 Board of
Supervisors' Meeting**

Board Members reviewed the minutes from the June 19, 2018 Board of Supervisors' Meeting.

On Motion by Ms. Issacs, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the June 19, 2018 Board of Supervisors' Meeting, as presented.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution
2018-10, Re-Setting the
Date, Time, and Location of
the Public Hearing on the
Proposed Budget for Fiscal
Year 2018/2019**

Ms. Mackie explained that at the last meeting the Board set the date, time, and location but it has changed from Valencia College to now the Lake Nona Lakehouse, 13623 Sachs Ave, Orlando, FL 32827. Ms. Mackie requested approval of Resolution 2018-10 which would acknowledge that change.

On Motion by Ms. Issacs, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2018-10, Re-Setting the Date, Time, and Location of the Public Hearing on the Proposed Budget for Fiscal Year 2018/2019 to August 23, 2018 at 3:30 p.m. at the Lake Nona Lakehouse, 13623 Sachs Avenue, Orlando, Florida 32827.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution
2018-11, Delegating
Authority to the Chair**

Ms. Mackie explained that this document was requested to be added by the Chair to at least have a discussion related to items that have been requested of the Chair from time to time outside of a noticed meeting as it relates to approval for expenditures that are needed in between meetings and on an emergency basis. Ms. Mackie noted that the previous Board authorized a similar resolution with a not-to-exceed amount of \$50,000.00 that would allow the Chair to approve anything that needed approval or consideration due to emergency circumstances. Mr. Levey stated that the discussion was that the burden would be on the District staff to justify why it is an emergency and there will be analysis so if it is close to a Board meeting we wouldn't do it. If it is proven that it

must be done and it would cost more money if it was not approved or other problems it would justify the approval. Ms. Mackie stated that nothing obligates the Chair to approve it but it will give the Chair the authority to do so.

On Motion by Ms. Issacs, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2018-11, Delegating Authority to the Chair for a not-to-exceed amount of \$50,000.00.

Dr. Fishkind joined the meeting in progress.

SIXTH ORDER OF BUSINESS

**Consideration of Matters
Relating to the Issuance of
the Series 2018 Bond
Anticipation Notes**

**a) Ratification of Term
Sheet dated June 18,
2018, between the
District and Florida
Community Bank, N.A.**

Dr. Fishkind explained that there were a number of versions of the Term Sheet which were very similar. He stated that the only significant difference between the Term Sheet that he asked Mr. Levey to approve and the one that the bank thought the District was approving relates to a reduction in the cost for Bank Counsel from \$15,000.00 to \$10,000.00 and the inclusion of providing the Engineer's Report and the Assessment Report to the Bank. Mr. Williams joined the meeting via phone. Dr. Fishkind noted that there were no material changes and requested ratification so that the District can conform the signature page to the Term Sheet (Minutes Exhibit A).

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Term Sheet dated July 3, 2018, between the District and Florida Community Bank, N.A.

**b) Consideration of
Financial Advisory
Agreement Supplement**

**for the Series 2018
Boggy Creek Note**

Dr. Fishkind stated that Fishkind & Associates, Inc. has a Financial Advisory Agreement with the District as does PFM and Mr. Wilder is here representing PFM. Dr. Fishkind stated that part of the Financial Advisory Agreement provided for if the Financial Advisor arranges for a financing that was determined to be in the best interest of the District, then Fishkind would be compensated for that financing at a rate of 75 basis points or 0.75% calculated against the amount of the facility. It is well below the industry standard for these kinds of facilities. Dr. Fishkind would then oversee the provision of the transaction and Mr. Wilder, as the District's other Financial Advisor, would provide an opinion about the propriety of the transaction, the value to the District, and the reasonableness of the fee. Mr. Levey asked if the size of the note will change and Dr. Fishkind responded that it is going to come down to \$25,000,000.00 and therefore the fee would come down as well.

Mr. Wilder stated that as advisor to the District his company reviewed the various documents prepared by the Attorney. He noted that everything is consistent with the Term Sheet. His team commented on those and the terms have been negotiated as aggressively as possible with the Bank. He noted that this is as good a deal with the Bank as the District could hope to achieve. He stated that he is comfortable advising the District to move forward at this time. Mr. Levey asked if he had an opinion on the size of the placement fee as a percentage. Mr. Wilder responded that in this market comparing it to other underwriting fees it would be 1.5% to 2% for these types of things and this is a lower and more aggressive of a fee then the District has seen from the other firms.

On Motion by Mr. Ventura, second by Ms. Issacs, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Financial Advisory Agreement Supplement for the Series 2018 Boggy Creek Note, noting that the size of the Note is going to be \$25,000,000.00 not the \$26,500,000.00 disclosed.

**c) Presentation of the
Second Amended and
Restated Engineer's
Report**

Mr. Newton noted that he presented the Second Amended and Restated Engineer's Report to the Board at the last meeting. Mr. Levey asked if there were any changes. Mr. Newton responded that there were no changes. Mr. Ventura asked if there is any action required by the Board. Ms. Mackie responded that no action is required because it will be handled in the assessment resolution that

the Board will consider later on. Ms. Mackie asked Mr. Newton if the cost estimates identified in the Engineer's Report are reasonable and proper. Mr. Newton responded yes. Ms. Mackie asked him if he had any reason to believe that the project cannot be completed as outlined in the CIP. He responded that he does not.

d) Presentation of the Final Supplemental Assessment Methodology Report for the Series 2018 Bond Anticipation Notes

Dr. Fishkind explained that the District passed a Preliminary Assessment Methodology Report and there has been no change in the methodology. He noted that the only material change has been to reduce the size of the facility. He explained that the production period will now be three years and there is an updated schedule. Dr. Fishkind stated that the facility size was reduced to \$25,000,000.00. He noted that the District can defer the principle for five years but the District can only capitalize interest for four years. He added that since the publication of this agenda there have been additional small changes that various team members have requested. Mr. Levey noted that on Page 1 the size of the issuance has been noted at \$25,000,000.00. Mr. Ventura asked if the Developer has seen this and understands the changes. Dr. Fishkind responded yes. Mr. Levey asked if this is ready for final action or if the Board needs to delegate to the Chair for final approval subject to any of the last-minute modifications. Ms. Mackie stated that most of the documents are in close to final form and the Board will be considering a Delegation Award Resolution soon in its agenda which will authorize the Chair and Vice-Chair to accept certain changes with respect to any of the documents that are being presented. Ms. Mackie noted that no specific motion is needed to approve this document and the final version will be attached to the final version of the Supplemental Assessment Resolution that the Board will review later on in the agenda as well.

e) Consideration of Resolution 2018-08, Authorizing the Issuance of and Awarding the Sale of Its Not Exceeding \$25,000,000.00 Principle Amount of Boggy Creek Improvement District Special Assessment Revenue Bond

**Anticipation Note,
Series 2018
a. Third Supplemental
Trust Indenture
b. Term Sheet**

Ms. Mackie asked Dr. Fishkind if the lands subject to the assessments receive special benefit from the District's CIP. Dr. Fishkind responded that they do as documented in the report. Ms. Mackie asked if the assessments are reasonably apportioned amongst the properties included within the Assessment Roll. Dr. Fishkind responded that they are and they are consistent with the Master Assessment Methodology the District has approved. Ms. Mackie asked if it is reasonable, proper and just to assess the cost of the projects in accordance with the methodology. Dr. Fishkind responded that it is. Ms. Mackie asked if the special benefits the land will receive either meet or exceed the costs identified in the Engineer's Report. Dr. Fishkind responded they do. Ms. Mackie asked Dr. Fishkind if it is in his opinion that it is in the best interest of the District to levy the 2018 Assessments to be paid and collected in accordance with the Methodology. Dr. Fishkind responded yes.

Mr. Williams stated that the Bonds were reduced in the last day or two to \$25,000,000.00. He noted that this resolution approved the Term Sheet and the Third Supplemental Trust Indenture.

On Motion by Ms. Issacs, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2018-08, Authorizing the Issuance of and Awarding the Sale of Its Not Exceeding \$25,000,000.00 Principle Amount of Boggy Creek Improvement District Special Assessment Revenue Bond Anticipation Note, Series 2018.

**f) Consideration of
Resolution 2018-09,
Setting Forth the Terms
of the Series 2018 Notes;
Confirming and
Adopting the Second
Amended and Restated
Engineer's Report;
Confirming and
Adopting the Final
Supplemental
Assessment**

**Methodology Report;
Confirming, Allocating,
and Authorizing the
Collection of Special
Assessments Securing
Series 2018 Notes**

Ms. Mackie stated that the Board has previously gone through an assessment process back in 2010 to levy the Master Assessments and this resolution supplements those prior resolutions and conforms to the terms of the Series 2018 Note. She stated that it will be modified to reflect the issuance amount of \$25,000,000.00. Resolution 2018-09 walks through the findings that have occurred previously and with respect to the terms of the 2018 Note, confirms the assessment lien that was previously levied and conforms those to the terms of the 2018 Note, allocates assessments securing the 2018 Note in accordance with the Methodology that is attached as an exhibit, provides for true-up payments and will require that the District publish an assessment notice following the issuance of the 2018 Note. Mr. Levey mentioned that the noted amount of \$26,500,000.00 is now down to \$25,000,000.00.

On Motion by Mr. Ventura, second by Ms. Issacs, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2018-09, Setting Forth the Terms of the Series 2018 Notes; Confirming and Adopting the Second Amended and Restated Engineer's Report; Confirming and Adopting the Final Supplemental Assessment Methodology Report; Confirming, Allocating, and Authorizing the Collection of Special Assessments Securing Series 2018 Notes.

**g) Consideration of Second
Amended and Restated
Agreement by and
between the Boggy
Creek Improvement
District and Lake Nona
Land Company, LLC
Regarding the
Completion of Certain
Improvements**

Ms. Mackie explained that regarding the 2010 issuance and 2013 issuance the District entered into a Completion Agreement with the majority landowner and Developer that provides for the fact

that in the event that the District does not issue any financings beyond that which it is approved, which is now the 2010, 2013, and 2018 Note, the Developer is responsible for completing the CIP. The Second Amended and Restated Agreement adds that the District will now be issuing the 2018 Note which is intended to finance the 2018 project.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Second Amended and Restated Agreement by and between the Boggy Creek Improvement District and Lake Nona Land Company, LLC Regarding the Completion of Certain Improvements.

h) Consideration of Second Amended and Restated Agreement by and between the Boggy Creek Improvement District and Lake Nona Land Company, LLC Regarding the True-Up and Payment Series 2018 Assessments

Ms. Mackie explained that this is a separate True-Up Agreement from that which the District had previously entered into with Lake Nona Land Company. It is an agreement between the Boggy Creek Improvement District and Lake Nona Land Company, LLC regarding the True-Up and Payment of Series 2018 Assessments. She noted that the Board executed similar agreements with respect to its prior financings and the Developer has identified a certain development plan that secures and fully assesses the property for the entire CIP. Ms. Mackie stated that in the event that the Developer does not complete the entire development plan such that it develops less units it is obligating itself to pay the difference in the assessment. Mr. Ventura asked if there is a separate agreement for each issuance. Ms. Mackie responded that is correct. Dr. Fishkind added that it happens because the true-up threshold changes.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Agreement by and between the Boggy Creek Improvement District and Lake Nona Land Company, LLC Regarding True-Up and Payment of Series 2018 Assessments.

i) Presentation of Notice of Series 2018 Assessments

Ms. Mackie explained no action is needed on this item and this is the document referenced in the Supplemental Assessment Resolution that is going to be recorded in the public records on closing on the 2018 Note. It will identify that the 2018 Assessments have been levied over the property. Mr. Levey asked if the District had an anticipated closing date. Dr. Fishkind stated that the preclosing is July 24, 2018 and the closing is July 25, 2018.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2018-12, Approving an Annual Meeting Schedule for Fiscal Year 2018-2019

Ms. Walden explained that District staff recommends that the District keep the 3rd Tuesday of each month at 3:30 p.m. at this location for the Board of Supervisors Meeting and that the Construction Committee for Boggy Creek, Greeneway, and Myrtle Creek ID keep their schedule for every other week at 3:30 p.m. at the office of Donald W. McIntosh Associates.

On Motion by Ms. Issacs, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2018-12, Approving an Annual Meeting Schedule for Fiscal Year 2018-2019.

EIGHTH ORDER OF BUSINESS

Consideration of Personnel Leasing Agreement (Irrigation Specialist) between the District and Tavistock Development Management, LLC

Ms. Mackie stated that the District during the budget process, through recommendations made by the Landscape Manager of Maintenance Mr. Flint and Mr. Thacker, made certain changes to the budget that would provide for an Irrigation Specialist to supervise the irrigation system within the District. She noted that this was seen as preferred to the Contractor currently providing those services and the suggestion that it has not worked out as well as the District and the landowners would prefer. Ms. Mackie explained that the course of action being suggested by staff is to enter

into a Personnel Leasing Agreement with Tavistock Development Management, LLC that would provide for an individual to supervise the irrigation systems and the Contractor with respect to irrigation going forward and that a corresponding adjustment be made in the contract that the District has with BrightView for landscape and irrigation. Mr. Levey asked if it would be \$20,000.00 per all three Districts. Ms. Mackie responded that is correct. Mr. Levey asked if District staff knows the savings on the contract. Ms. Mackie stated that on the Boggy Creek contract it is a \$71,000.00 reduction but she does not know what the delta is between the others. Ms. Mackie noted that it is reflected in the budget but what might not be reflected with accuracy is the change in the landscaping contract. Mr. Ventura asked if the new person would be attending the monthly meetings. Ms. Mackie stated that the person should be invited to attend the Construction Committee meetings. Mr. Levey added that the person should attend the Board meetings as needed.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Personnel Leasing Agreement (Irrigation Specialist) between the District and Tavistock Development Management, LLC.

NINTH ORDER OF BUSINESS

Consideration of Second Amendment to the Agreement between the District and BrightView Landscape Services, Inc., Regarding the Provision of Lake Nona South – Boulevard and Roadways Landscape and Irrigation Maintenance Services

Mr. Levey stated that this is where the cost savings would occur. Ms. Mackie stated that there is also a change in the scope of services that were originally attached to the Landscape Agreement.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Second Amendment to the Agreement between the District and BrightView Landscape Services, Inc., Regarding the Provision of Lake Nona South – Boulevard and Roadways Landscape and Irrigation Maintenance Services.

Ms. Mackie asked Mr. Ventura to confirm that he is an employee of the Tavistock entity for purposes of declaring that conflict. Mr. Levey noted that Ms. Issacs stepped out of the room for that motion.

TENTH ORDER OF BUSINESS

**Ratification of Requisition
No. 401 – 408 Approved in
June 2018 in an amount
totaling \$101,504.39**

Board Members reviewed Requisition No. 401 – 408 approved in June 2018 in an amount totaling \$101,504.39.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified payment of Requisition No. 401 – 408 Approved in June 2018 in an amount totaling \$101,504.39.

ELEVENTH ORDER OF BUSINESS

**Ratification of Operation
and Maintenance
Expenditures Paid in June
2018 in the amount totaling
\$73,379.19**

Board Members reviewed the Operation & Maintenance expenditures paid in June 2018 in the amount totaling \$73,379.19.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Operation and Maintenance expenditures paid in June 2018 in the amount totaling \$73,379.19.

TWELFTH ORDER OF BUSINESS

**Recommendation of Work
Authorizations/Proposed
Services**

There were no Work Authorizations for this District.

THIRTEENTH ORDER OF BUSINESS

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

Board Members reviewed the Statement of Financial Position and Budget to Actual through June 2018. Ms. Walden noted that the District is currently under budget by \$65,000.00 through the end of June. No action was required by the Board.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel -

Ms. Mackie explained that she and District Management are looking into issues that have been raised recently with respect to the District's website and whether or not there is a requirement for it to be ADA compliant. She noted that given recent litigation with Cities, Counties, and Special Districts in Southern Florida, District staff believes that the District should be moving towards getting its required website into compliance with the ADA. The Department of Justice has not adopted any specific guidelines but there are particular guidelines at WCHE 2.0 is the recommended guideline to which the District should achieve. Fishkind & Associates is working on this in a global fashion with respect to the 100 websites that they maintain with an ADA Consultant to get good pricing and uniform consistency. Ms. Mackie will be bringing updates back before the Board.

District Manager -

Ms. Walden reminded the Board that the August meeting was rescheduled for August 23, 2018 because of the public hearing and will take place at 3:30 p.m. at the Lake Nona Lakehouse.

District Engineer -

Mr. Newton distributed the Construction Status Memorandum (Minutes Exhibit B). He stated that Nemours West & Lift Station 10 is well under way. He noted that the only outstanding issue with the Contractor relates to the lift station generator and staff is working through that but is having hard time getting the Contractor to comply with City specs. Mr. Newton has an additive Change Order #7 in the amount of \$27,142.20 and an additional five days to the contract for plan revisions for utility stub-outs requested by the Town Center engineer dated April 20, 2018.

Mr. Newton discussed the traffic signal modifications at Tavistock Lakes Boulevard and Veterans Way. He noted that the signals have been completed and the restriping at Tavistock Lakes Boulevard has also been completed. The signal is functional with the double left coming out of the Town Center area. The modifications for the signal at Veterans Way won't be activated until the second left turn lane has been completed which is anticipated to happen at the end of this month. He pointed out to the Board that there have been concerns expressed about the double left leaving the Town Center from Tavistock Lakes Boulevard. He noted that it meets design criteria but since there is construction out there it has made it worse. He and Mr. Kaufmann have been working through it and Mr. Newton contacted the company that designed the traffic signal modification, VHB, and have asked them if the District can phase the signal differently. Mr. Levey expressed concern that splitting the phasing of the traffic signal will diminish capacity of the intersection. Mr. Kaufmann stated that the another option was to physically stripe the lanes. Mr. Levey stated that is a better solution. Mr. Kaufmann stated that the District would need to get the City's approval to do all this. Mr. Kaufmann and Mr. Newton will continue to coordinate with VHB, the City of Orlando and the Developer to improve the operation of this intersection.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Change Orders as recommended by the District Engineer in the Construction Contract Status Memorandum dated July 17, 2018.

Construction Supervisor -

Mr. Kaufmann stated that Medical City Drive Phase 2 is being built as a private roadway. He noted that there were irrigation lines and reclaimed lines installed by the District 10 years ago in Laureate Blvd. and Medical City Drive. With the current construction project, it was discovered a piece of reclaimed water main that was to have been installed as part of the District's earlier construction project was not actually installed. This missing piece of pipe needs to be installed in order to properly connect the reclaimed water system. Since the missing pipe was part of a prior CDD project, it is viewed as a CDD obligation to install the pipe. Mr. Kaufmann noted that there may be a need before the next Board meeting to

authorize someone to install the piece of pipe. Mr. Newton explained that there will need to be underground utility investigation work, design work, and it must be submitted to the City of Orlando. Mr. Levey asked who the Contractor was. Mr. Newton responded that it was DeWitt. Mr. Levey asked if anyone has contacted them and pointed it out and he encouraged staff to have a conversation with that Contractor.

FIFTEENTH ORDER OF BUSINESS

**Supervisor and Audience
Comments & Adjournment**

Mr. Flint stated that the planter that got hit by car was repaired today. Mr. Levey asked if the District needs to go after the driver's insurance. Ms. Mackie stated that there was no police report filed as it was a hit and run. Ms. Mackie stated that the question is if the District should notify the carrier or pay the cost out of pocket. Mr. Flint is looking into it but the deductible is probably going to be higher than the cost to repair it. There was no other business to discuss. Mr. Levey requested a motion to adjourn.

On Motion by Mr. Czapka, second by Mr. Ventura, with all in favor, the July 17, 2018 Meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair



July 3, 2018

Board of Supervisors
Boggy Creek Improvement District
City of Orlando, Florida

RE: Non-Bank Qualified Tax Exempt Bond Anticipation Note, Series 2018

Florida Community Bank, N. A. a national banking association ("Bank" and/or "FCB") is pleased to consider a financing arrangement (the "Facility") for the Boggy Creek Improvement District (the "District"), the basic terms and conditions of which are set forth below. This financing proposal is not exhaustive, and the credit facility is subject to other terms and conditions normally required by FCB for similar transactions. The proposed Facility is subject to the satisfactory completion of FCB's customary due diligence, underwriting and receipt of credit approval. This letter is not a commitment to lend.

- Borrower:* Boggy Creek Improvement District (the "District")
- Facility:* Non-Bank Qualified Tax Exempt Revolving Line of Credit ("Note")
- Amount:* \$ 26,500,000 (not to exceed)
- Purpose:* The proceeds of the Note will be used to finance certain infrastructure within the boundaries of the District ("Project Area") fund a Debt Service Reserve Fund, capitalized interest, and pay the costs of issuance.
- Term:* The term of the Bond Anticipation Draw Note shall not exceed 5 years from the date of closing and the availability to make advances under the Note shall be limited to the first 36 months from closing.
- Collateral:* The Note will be a Limited Obligation of the District. The principal and interest on the Series 2018 Note will be payable solely from and secured by i) the proceeds of debt service special assessments levied by the District against specially benefitting properties in the District ("Assessments"), ii) the proceeds from any debt issued by the District to refinance the proposed Note, and iii) the Debt Service Reserve Fund. Prior to closing, the District shall provide an Engineer's Report and Assessment Methodology that shall document the scope of improvements and the benefitting properties which shall be acceptable to the Bank.
- Repayment:* Semi-Annual interest payments on the 1st of each May and November, commencing on November 1, 2018. Principal due at maturity.
- Interest Rate:* The interest rate would be fixed at 4.50 percent.
- Pre-payment:* The District may prepay and redeem the Note, in whole or part, at any time or from time to time, without penalty or premium, by paying to the Bank all or a part of the principal amount of the Note to be repaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment. Each prepayment and redemption of such Note shall be made on such date and in such principal amount as shall be specified by the District in a written notice delivered

to the Bank not less than ten days prior thereto specifying the principal amount to be prepaid and the date of such prepayment.

Fees: Fifty basis point (.50%) Note Commitment Fee for the Note, plus the District is responsible for all legal and out of pocket expenses associated with the proposed financing. The Bank will be represented by Greenspoon Marder Law, whose fee will be fixed at \$10,000.

*Affirmative
Covenants:*

For so long as any of the principal amount of or interest on the proposed Note is outstanding or any duty or obligation of the District contemplated under the proposed Note remains unpaid or unperformed, the District covenants to the Bank as follows:

- a) *Payment* - The District shall pay the principal of and the interest on the proposed Note at the time and place and in the manner provided in the Note.
- b) *Use of Proceeds* - Proceeds from the Note will only be used to finance infrastructure approved by the District and located within the Project Area ("Improvements"), fund a Debt Service Reserve Fund, capitalized interest, and pay the costs of issuance. Prior to closing, the District shall provide both an Engineer's Report and Assessment Methodology that shall document the scope of improvements and the benefitting properties which shall be acceptable to the Bank. Any subsequent material changes to either document shall require written consent of Bank.
- c) *Notice of Defaults* - The District shall within ten days after it acquires knowledge thereof, notify the Bank in writing at its Notice Address upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the District of all the relevant facts and the action being taken or proposed to be taken by the District with respect thereto.
- d) *Records* - The District agrees that any and all records of the District shall be open to inspection by the Bank or its representative's during normal business hours at the offices of the District.
- e) *Maintain Existence* - The District will take all reasonable legal action within its control in order to maintain its existence as a community development district of the State, and shall not voluntarily dissolve.
- f) *Notice of Liabilities* - The District shall promptly inform the Bank in writing of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the District or upon the ability of the District to perform its obligation under the proposed Note.
- g) *Insurance* - The District shall maintain such liability, casualty and other insurance as is reasonable and prudent for similarly situated independent special districts of the State and shall upon request of the Bank, provide evidence of such coverage to the Bank.
- h) *Comply with Laws* - The District is in compliance and shall comply with all applicable federal, state and local laws and regulatory requirements.
- i) *Taxes* - In the event the proposed Note should be subject to the excise tax or any other Note Document should be subject to the excise tax on documents, or any similar tax, the District shall pay such taxes or reimburse the Bank for any such taxes paid by it.
- k) *Audited Financial Statements* - The District will cause an audit to be completed of its books and accounts and shall furnish to the Bank within 270 days after the end of each fiscal year audited year-end financial statements of the District certified by an independent certified public accountant to the effect that such audit has been conducted in accordance with generally accepted auditing standards and stating whether such financial statements present fairly in all material respects the financial position of the

District and the results of its operations and cash flows for the periods covered by the audit report, all in conformity with generally accepted accounting principles applied on a consistent basis. Such financial statements shall include a balance sheet and statement of revenues, expenditures and changes in fund balances, with comparative figures to the prior year and including a comparison of actual results to budgeted projections.

- l) *Annual Budget.* The District shall adopt an annual budget as required by law. The District covenants that, so long as the Note shall remain unpaid, it will appropriate in its annual budget, by amendment, if required, amounts sufficient to pay the principal of and interest on the Note as the same shall become due. In the event that the amount previously budgeted for such purpose is at any time insufficient to pay such principal and interest on the Note, the District covenants to use its best efforts to take immediate action to amend its budget so as to budget and appropriate an amount sufficient to pay such debt service on the Note. The District shall provide the Bank with a copy of its annual operating budget for each fiscal year not later than 45 days after the commencement thereof. The budget shall specifically detail the Assessments and any other special assessments to be levied by the District with respect to such fiscal year.
- m) *Assessment Records.* The District shall maintain records with respect to the Assessments which shall be updated as Assessments are collected. The records shall detail Assessments (i) levied to date on a parcel-by-parcel basis, and (ii) collected to date. An annual report setting forth the foregoing information will be provided to the Bank at such times, and in such format as the Bank may reasonably request. Upon the occurrence of any Event of Default, the District will, upon request of the Bank, and payable from the debt service reserve fund, engage the services of a consultant reasonable acceptable to the Bank to assist the District in levying the Assessments until such time as the default is cured.
- n) *Assessment Roll.* Commencing with the tax roll adopted during the year 2018, the District shall provide to the Bank the certified assessment roll detailing the Assessments, if any, to be imposed for each tax year within 30 days of the date such roll becomes available.
- o) *Maintenance of Improvements.* All Improvements are and will be owned by the District or another political subdivision of the State of Florida and all Improvements shall be available for use by the general public on the same basis, subject only to conditions imposed by the District or another political subdivision of the State of Florida as may be necessary to protect the health safety and general welfare of the District and its inhabitants, visitors, property owners and workers or to protect such Improvements from damage, misuse, or destruction. The District shall observe and perform all of the terms and conditions contained in the Act, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Improvements. The District shall levy assessments as shall be necessary to provide for the maintenance of the Improvements.

*Negative
Covenants:*

For so long as any of the principal amount of or interest on the proposed Note is outstanding or any duty or obligation of the District under the proposed Note remains unpaid or any obligation of the District under any of the Note Documents remain unpaid or unperformed, that:

- (a) *No Amendments.* The District shall not alter, amend or repeal the Assessment Resolutions, or take any action impairing the authority thereby or hereby given with respect to the imposition of the Assessments, or the payment of the Note, without prior written approval of the Bank which shall not be unreasonably withheld. However, the District may amend the Assessment Resolution to expand the Project Area so long as the Assessments are not reduced.
- (b) *No Liens.* The District shall not create or permit any pledge, assignment, mortgage or lien on the Assessments or the Improvements other than pursuant to the Note Documents.
- (c) *Disposition of Assets.* The District shall not dispose of any of the Improvements other than

in the ordinary course of business.

- (d) *Loans.* The District shall not loan money or make advances or other extensions of credit to other persons or entities except in the normal course of the District's Operations.

Assessments

- (a) *Limited Obligation.* The District promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof; provided that the principal of and interest on the Note is payable solely from the Assessments, and nothing in the Note or in the Note Resolution shall be construed as pledging any other funds or assets of the District to such payment or authorizing such payment to be made from any other source. The District is not and shall not be liable for the payment of the principal of and interest on the Note or for the performance of any pledge, obligation or agreement for payment undertaken by the District hereunder from any property other than the Assessments. The Bank shall not have any right to resort to legal or equitable action to require or compel the District to levy and collect any tax or special assessment or to keep any tax or special assessment in force, except for the Assessments, to pay principal or interest on the Note.
- (b) *Pledge of Assessments.* The principal of and interest on the Note shall be payable from and secured by a lien upon the Assessments. The District will grant a security interest in favor of the Bank in the Assessments. Promptly upon collection by the District, all Assessments shall be deposited by the District into an account (the "Revenue Account") maintained by the District at the Bank, in which account, and the proceeds therein, the District hereby grants the Bank a security interest in order to secure the repayment of the Note.
- (c) *Levy of Assessments.* The District will levy and assess Assessments upon the benefitted lands within the District in accordance with the Act and the Assessment Resolutions, in amounts and at the times, when combined with the amounts in the Revenue Account and subject to the limitations set forth in the Assessment Resolutions and in the Act, that are sufficient to pay the principal of and interest on the Note as herein provided. It is contemplated that the District shall utilize the uniform method for the collection of the Assessments authorized by Section 197.3632, Florida Statutes for platted lots. However, in the future, the District may, if it is not able to utilize the uniform method for platted lots, with written consent of the Bank, collect the assessments using an alternative method. The District will take all necessary steps to levy and collect Assessments Revenues sufficient to pay the principal and interest of the Note when due.
- (d) *Use of Assessments.* The District will use the proceeds of Assessments levied for debt service solely to pay principal of and interest on the Note, the Series 2013 Bonds, and Collection Costs.

Debt Service

Reserve Fund:

The District agrees that it will maintain a Debt Service Reserve account at the Bank. The Debt Service Reserve account shall be maintained at 8 percent of the outstanding Note. The Debt Service Reserve will be funded at the time of each draw on the Note in the amount of 8 percent to satisfy the requirements for a 8 percent balance calculated on the basis of the outstanding balance on the Note. Amounts of deposit in the Debt Service Reserve account may be invested only in interest bearing accounts of Florida Community Bank. The Debt Service Reserve account shall be pledged as security for the Note and the District will grant the Bank a security interest in the Debt Service Reserve account and the amounts therein to secure the Note. For so long as the Note is outstanding, the District may not withdraw amounts from the Debt Reserve account. In the event that at any time the District fails to pay the principal of or interest on the Note as the same becomes due, the Bank may direct the Trustee to withdraw such amount from the Debt Service Reserve account as shall be necessary in order to pay the principal of and interest on the Note as the same becomes due. The Trustee shall notify the District in writing if any such withdrawal is made.

Events of Default:

- An "Event of Default" shall be deemed to have occurred under this Agreement if:
- a) the District shall fail to make any payment of the principal of or interest on the Note after the same shall become due and payable ("Monetary Default"), whether by maturity, or otherwise; or
 - b) the District shall default in the performance of or compliance with any term or covenant contained in the Loan Documents, which default or noncompliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the District by the Bank; or (ii) the Bank is notified of such noncompliance or should have been so notified, whichever is earlier. However, if the District is diligently pursuing a remedy, then the cure period is extended to 90 days; or
 - c) any representation or warranty made in writing by or on behalf of the District in any Note Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or
 - d) the District admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or
 - e) the District is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the District, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 90 days from the date of entry thereof; or
 - f) the District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida; or
 - g) the District shall default in the due and punctual payment or performance of covenants under any obligation for the payment of money to the Bank or any other subsidiary or affiliate of the Bank; or
 - h) a judgment or order shall be rendered against the District for the payment of money in excess of \$250,000 and such judgment or order shall continue unsatisfied or unstayed for a period of more than 30 days. However, if the District is diligently pursuing a remedy, then the cure period is extended to 90 days.

Monetary Default

Rate: The "default rate of interest" shall be the lesser of five percentage points over the Bank's Prime Rate of interest or the maximum legal rate at the time of the Monetary Default. The default rate of interest shall only apply for interest during the period between when the Monetary Default (after noticed cure period), occurs and when it is cured by the District.

Interest Rate Adjustments:

In the event the interest on the Note becomes subject to federal income tax in any period, the interest rate will convert to the taxable rate during that period. The taxable rate will be calculated by dividing the current tax-exempt rate by 1 minus the effective federal tax rate. In addition, the District shall make the Bank whole for any interest, penalties, and additions to tax suffered by the Bank.

In the event the Maximum Federal Corporate Tax Rate imposed on corporations pursuant to Section 11(b) of the Internal Revenue Code of 1986, as amended, is changed, the interest rate on the Bond will be adjusted to such rate as will provide the same tax equivalent yield to the Bank. The interest rate on the Bond shall be adjusted to the product obtained by multiplying the interest rate then in effect on the Bond by a fraction equal to (1-A divided by 1-B), where A equals the Maximum Corporate Tax Rate in effect as of the date of adjustment and B equals the Maximum Corporate Tax

Rate in effect immediately prior to the date of adjustment. This rate shall have a floor of 3.75 percent.

Conditions of Lending:

The obligations of the Bank to lend hereunder are subject to the following conditions precedent:

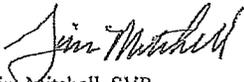
- a) Documents are and shall be true and correct to the best of the District's knowledge at the time of closing.
- b) On the closing date the District shall be in compliance with all the terms and provisions set forth in the Note Documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.
- c) On or prior to the closing date, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank (such satisfaction to be evidenced by the purchase of the Note by the Bank): (i) the opinion of counsel to the District, regarding the due authorization, execution, delivery, validity and enforceability of the Agreement and the Note, the District's power to incur the debt evidenced by the Note, the due adoption and enforceability of the Note Resolution and Assessment Resolutions and the due creation and existence of the District and to the effect that the Note is excluded from gross income for federal income tax purposes and is exempt from State excise tax on documents, and (ii) such additional supporting documents as the Bank may reasonably request.
- d) No material and adverse changes shall have occurred in the financial condition of the District.
- f) The Bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries (including but not limited to client providing a complete detailed budget of all planned work within the 2018 improvements and Bank completing a satisfactory site visit and meeting with largest underlying land owner, Tavistock), receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to; those sections relating to customer identification, monitoring and reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the borrower and any guarantor while processing the Credit Accommodation request. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or the terms of the proposed Credit Accommodation.
- g) Evidence provided by the Bank that it is a qualified public depository according to Florida law.

Waiver of Jury Trial

District and Bank knowingly, intentionally, and voluntarily waive any right which any of them may have to a trial by jury in connection with any matter directly or indirectly relating to any Note document executed in connection herewith or any other matter arising from the relationship between Bank and District.

Florida Community Bank appreciates the opportunity to submit this Proposal and looks forward to your favorable response. Please understand that this letter is not a formal commitment to extend a Note by the Lender, or any of its affiliates, but is merely intended for discussion purposes only in order to provide you with the basic terms and conditions of our proposal, which are outlined above. The terms and conditions outlined in this Proposal are in effect for 30 days from the date of this letter. If you have any questions or need additional information, please do not hesitate to contact me at (239) 552-1819.

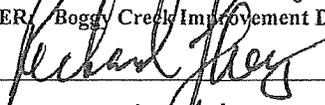
Respectfully,


Jim Mitchell, SVP
Director of Public Finance
Florida Community Bank, N.A.
2325 Vanderbilt Beach Road
Naples, FL 34109
(239) 552-1819
jmitchell@fcb1923.com


LeeAnne Kirwin
Vice President
Florida Community Bank, N.A.
2325 Vanderbilt Beach Road
Naples, FL 34109
(239) 552-1879
lkirwin@fcb1923.com

Agreed to and accepted this 9th day of July, 2018.

BORROWER: Boggy Creek Improvement District

Signature: 

Name: RICHARD LEVEY

Title: CHAIRMAN



MEMORANDUM

DONALD W. McINTOSH ASSOCIATES, INC.

DATE: July 17, 2018
TO: Boggy Creek Improvement District Board of Supervisors
FROM: Donald W. McIntosh Associates, Inc. District Engineer
RE: Construction Contract Status

Dear Board Members,

Please accept this summary of our construction contract status. Listed below by project is a brief summary of recent contract activity. Copies of the latest Change Order logs are attached.

CIVIL ENGINEERS

Lake Nona Nemours Parkway West and Lift Station No. 10 - Jon M. Hall Company

LAND PLANNERS

Construction Status: Construction of Storm and sanitary pipes and manholes are substantially completed. The force main, reclaimed water mains and potable water mains are about 75% completed. The Contractor received the CFX permit for the force main crossing SR 417 on June 7, 2018, and is scheduled to commence the installation of the casing on July 16, 2018. District Staff attended a meeting On June 28, 2018, with the City Water Reclamation Division staff at the Contractor's request to assist with coordination of the review of outstanding submittals for the lift station generator and related components. A partial submittal of the generator engine and alternator components was received by District Staff for review on July 7, 2018, and forwarded to the City for a courtesy review on July 11, 2018.

SURVEYORS

Change Order (C.O.) Status: Additive Change Order No. 7 (RCO No. 6) in the amount of \$27,142.20 and add 5 days to contract duration for plan revisions for utility stub-outs requested by the Town Center engineer dated April 20, 2018.

Recommended Motion: Approve Additive Change Order No. 7 in the amount of \$27,142.20 and add 5 days to contract duration and authorize District Engineer to execute Change Order when finalized.

2200 Park Ave. North

Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way - Roadway - Jon M. Hall Company

Winter Park, FL

Construction Status: A Notice of Award was issued on January 30, 2018, to Jon M. Hall Company. Revised engineering plans were issued to the Contractor on April 3, 2018. Restriping at the transition lane bend is substantially complete. Work at Veterans Way commenced on June 26, 2018, and is scheduled for completion by July 31, 2018.

32789-2355

Fax 407-644-8318

Change Order (C.O.) Status: None at this time.

407-644-4068

Recommended Motion: None at this time.

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Memorandum

Re: Boggy Creek Improvement District
Construction Contract Status

July 17, 2018

Page 2

Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way – Signal – Traffic Control Devices

Construction Status: Both signals were substantially completed on May 18, 2018. The Contractor is awaiting the completion of the turn lane modification at Veterans Way to activate traffic signal. This is tentatively scheduled for August 1, 2018.

Change Order (C.O.) Status: None at this time.

Recommended Motion: None at this time.

Should there be any questions, please advise.

Thank you.

End of memorandum.

c: Larry Kaufmann
Stephen Flint
Scott Thacker
Lance Jackson
Robin Persad

**LAKE NONA SOUTH
Boggy Creek Improvement District
Nemours Parkway West and Lift Station No. 10
Jon M. Hall Company
Change Order Log**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date 1/5/18	To Board	Approval Date	Notes
						\$9,231,392.00			
1 (RCO 1)	2/20/2018	Change Order per revised plans 12/18/17 - 1/4/18, and add 15 days	15	\$14,124.25	Approved	\$9,245,516.25	2/20/2018	2/20/2018	
2 (RCO 2)	2/23/2018	Add Turn Lane Modifications at Tavistock Blvd and at Vetrans Way	15	\$132,054.00	Approved	\$9,377,570.25	2/20/2018	2/20/2018	
3 (RCO 5)	3/22/2018	Direct Owner Purchase Materials - Mack \$172,274.38, Ferguson \$854,545.14, Rinker \$279,532.54	0	(\$1,306,352.06)	Approved	\$8,071,218.19	4/17/2018	4/17/2018	
4 (RCO 3)	2/20/2018	Change order Per Plan Revision dated 2/19/18. (For City requested changes to access road and precast materials.)	10	\$132,157.52	Approved	\$8,203,375.71	6/19/2018	6/19/2018	
5 (RCO 7)	5/4/2018	Change Subcontractor for Telecom Conduit (telecom conduit to be funded by developer)	0	(\$103,532.32)	Approved	\$8,099,843.39	6/19/2018	6/19/2018	
6 (RCO 4)	4/3/2018	Off-site road modifications per City plan review comments.	15	\$75,421.10	Approved	\$8,175,264.49	6/19/2018	6/19/2018	
7 (RCO 6)	5/4/2018	Utility stub-outs requested by the Town Center engineer.	5	\$27,142.20	Pending	\$8,202,406.69	7/17/2018		
Days to Substantial Completion			255	Revised Contract Amount		\$8,202,406.69			
Days to Contract Completion			285						



JON M. HALL
COMPANY
 Site Development Since 1974

PROPOSAL DATE: 5/4/2018

RCO# 006 Rev 1

PROJECT: Lake Nona Nemours Pkwy West & Lift Station 10
 OWNER: BCID

C/O:
 Donald W. McIntosh Inc
 2200 Park Ave North
 Winter Park, FL 32789-2355

ATTN: Jeff Newton, P.E.
 EMAIL: jnewton@dwma.com
 PHONE 407-644-4068

ITEM	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
01 MOBILIZATION & GENERAL CONDITIONS						\$ 2,100.00

1.04	1.020	Survey & City Standard As-Builts	1	LS	\$ 1,080.00	\$ 1,080.00
1.05	1.070	Construction Stakeout	1	LS	\$ 1,020.00	\$ 1,020.00

02 Water						\$ 11,990.00
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2.01		8" DIP (w/Fittings)	40	LF	\$ 43.95	\$ 1,758.00
2.02		8" Valves	6	EA	\$ 1,510.00	\$ 9,060.00
2.03		Blow Off Assembly	2	EA	\$ 586.00	\$ 1,172.00

03 Reuse						\$ 12,520.00
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3.01		4" PVC C900 (w' Fittings)	200	LF	\$ 21.00	\$ 4,200.00
3.02		4" Valves	4	EA	\$ 1,010.00	\$ 4,040.00
3.03		8" Valves	2	EA	\$ 1,510.00	\$ 3,020.00
3.04		Blow off Assembly	2	EA	\$ 630.00	\$ 1,260.00

SUBTOTAL	\$ 26,610.00
Bond Rate Added 2%	\$ 532.20
TOTAL	\$ 27,142.20

This Contract Change Order will change the **Duration** of this Project By: 5

QUALIFICATIONS:

Enter Qualifications here:

1. Pricing per plans dated 4-18-18

Please see below, for the running total of the Change Orders for this Project to date.



JON M. HALL
COMPANY
 Site Development Since 1974

PROPOSAL DATE: 5/4/2018

RCO# 006 Rev 1

PROJECT: Lake Nona Nemours Pkwy West & Lift Station 10
OWNER: BCID

C/O:
 Donald W. McIntosh Inc
 2200 Park Ave North
 Winter Park, FL 32789-2355

ATTN: Jeff Newton, P.E.
EMAIL: jjnewton@dwma.com
PHONE 407-644-4068

Sincerely,

Proposal Accepted By:
 OWNER: BCID

Phillip Hartmann, Project Manager
Jon M. Hall Company
 1920 Boothe Circle, Suite 230
 Longwood, FL 32750
 Phone 407 215-0410
 Fax 407 215-0411
www.jonmhallcompany.com
fiast@jonmhallcompany.com

Date **Authorized Signature** **Printed Name**

I/We as authorized representative of the owner accept this proposal and qualifications therein and direct Jon M Hall Company to proceed with the work. Client shall pay all attorneys fees associated with collection of any unpaid balances.
 Client shall pay Interest In the amount of 18% per annum on overdue balance. Payment Terms: Net 10 days from the date of the invoice.

Original Contract Sum	\$ 9,231,392.00
Prior Approved Change Order 1	\$ 14,124.25
Prior Approved Change Order 2	\$ 132,054.00
Prior Approved Change Order 3	\$ (1,306,352.06)
Prior Approved Change Order 4	\$ 132,157.52
Prior Approved Change Order 5	\$ (103,532.32)
Prior Approved Change Order 6	\$ 75,421.10
Contract will be changed by this Change Order in the Amount of	\$ 27,142.20
New Contract Sum	\$ 8,202,406.69

LAKE NONA SOUTH
Boggy Creek Improvement District
Lake Nona Blvd. Traffic Signal Modification at Tavistock Lakes Blvd and Veterans Way Roadway
Change Order Log
Jon M. Hall Company

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes

**BOGGY CREEK
IMPROVEMENT DISTRICT**

**Resolution 2018-13,
Adopting the Fiscal Year 2019 Budget and
Appropriating Funds**

RESOLUTION 2018-13

THE ANNUAL APPROPRIATION RESOLUTION OF THE BOGGY CREEK IMPROVEMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2018, submitted to the Board of Supervisors (“**Board**”) of the Boggy Creek Improvement District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2018 and ending September 30, 2019 (“**Fiscal Year 2018/2019**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Boggy Creek Improvement District for the Fiscal Year Ending September 30, 2019.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2018/2019, the sum of \$ _____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND(S)	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2018/2019 or within 60 days following the end of the Fiscal Year 2018/2019 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 23rd DAY OF AUGUST, 2018.

ATTEST:

**BOGGY CREEK IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A

Boggy Creek Improvement District
Adopted FY 2019 O&M Budget

	FY 2018 Adopted Budget	FY 2019 Proposed Budget
<u>Revenues</u>		
Off-Roll Assessments	\$ 696,000.00	\$ 812,894.77
Other Income & Other Financing Sources	-	-
Net Revenues	<u>\$ 696,000.00</u>	<u>\$ 812,894.77</u>
<u>General & Administrative Expenses</u>		
Legislative		
Supervisor Fees	\$ 4,800.00	\$ 4,800.00
Financial & Administrative		
Public Officials' Liability Insurance	3,575.00	3,575.00
Trustee Services	2,000.00	2,000.00
Management	35,000.00	37,500.00
Engineering	10,000.00	10,000.00
Engineering (Public Facilities Report)	-	-
Dissemination Agent	5,000.00	5,000.00
District Counsel	30,000.00	30,000.00
Assessment Administration	7,500.00	7,500.00
Audit	3,840.00	3,900.00
Arbitrage Calculation	1,200.00	1,200.00
Travel and Per Diem	500.00	500.00
Telephone	250.00	250.00
Postage & Shipping	250.00	300.00
Copies	1,500.00	2,500.00
Legal Advertising	4,500.00	3,000.00
Bank Fees	50.00	50.00
Miscellaneous	3,000.00	1,000.00
Web Site Maintenance	1,250.00	1,250.00
Dues, Licenses, and Fees	175.00	175.00
Total General & Administrative Expenses	<u>\$ 114,390.00</u>	<u>\$ 114,500.00</u>

Boggy Creek Improvement District
Adopted FY 2019 O&M Budget

	FY 2018 Adopted Budget	FY 2019 Proposed Budget
<u>Field Operations Expenses</u>		
Electric Utility Services		
Electric	\$ 2,000.00	\$ 2,000.00
Entry Lighting	500.00	500.00
Water-Sewer Combination Services		
Water Reclaimed	20,000.00	35,000.00
Stormwater Control		
Mitigation Area	5,000.00	-
Aquatic Contract	5,000.00	-
Other Physical Environment		
Equipment Rental	2,500.00	-
General Insurance	4,050.00	4,050.00
Property & Casualty	100.00	100.00
Other Insurance	750.00	500.00
Irrigation	40,000.00	30,000.00
Landscaping Maintenance Contract	280,373.33	215,496.00
Landscape Improvements	5,000.00	47,504.00
Other Landscape Maintenance	5,000.00	40,000.00
Flower & Plant Replacement	20,000.00	-
Hurricane Cleanup	-	20,000.00
Contingency	5,521.90	30,000.00
Interchange Maintenance Expenses		
IME - Aquatics Maintenance	3,445.00	3,445.00
IME - Irrigation	32,500.00	32,500.00
IME - Landscaping	79,673.10	79,673.10
IME - Lighting	2,437.50	20,000.00
IME - Miscellaneous	812.50	-
IME - Water Reclaimed	3,250.00	3,250.00
Road & Street Facilities		
Entry and Wall Maintenance	5,000.00	10,000.00
Streetlights	35,000.00	82,000.00
Parks & Recreation		
Personnel Leasing Agreement	1,320.00	20,000.00
Reserves		
Infrastructure Capital Reserve	20,166.67	20,166.67
Interchange Maintenance Reserve	2,360.00	2,360.00
Total Field Operations Expenses	\$ 581,760.00	\$ 698,544.77
Total Expenses	\$ 696,150.00	\$ 813,044.77
Income (Loss) from Operations	\$ (150.00)	\$ (150.00)
<u>Other Income (Expense)</u>		
Interest Income	\$ 150.00	\$ 150.00
Total Other Income (Expense)	\$ 150.00	\$ 150.00
Net Income (Loss)	\$ -	\$ -

Boggy Creek Improvement District
FY 2018-2019 Debt Service Budget
Series 2013 Special Assessment Bonds

	FY 2018-2019 Proposed Budget
REVENUES:	
Special Assessments Series 2013	\$ 5,258,728.14
TOTAL REVENUES	<u>\$ 5,258,728.14</u>
EXPENDITURES:	
Series 2013 - Interest 11/01/2018	\$1,304,696.88
Series 2013 - Principal 05/01/2019	\$1,380,000.00
Series 2013 - Interest 05/01/2019	\$1,304,696.88
TOTAL EXPENDITURES	<u>\$ 3,989,393.76</u>
EXCESS REVENUES	<u>\$ 1,269,334.38</u>
Series 2013 - Interest 11/01/2019	\$ 1,269,334.38

**BOGGY CREEK
IMPROVEMENT DISTRICT**

**Resolution 2018-14,
Imposing Special Assessments and Certifying
an Assessment Roll**

RESOLUTION 2018-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOGGY CREEK IMPROVEMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2018/2019; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boggy Creek Improvement District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Orange County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budgets (“**Adopted Budget**”) for the fiscal year beginning October 1, 2018 and ending September 30, 2019 (“**Fiscal Year 2018/2019**”), attached hereto as **Exhibit “A;**” and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service for its Series 2013 Bonds and its Series 2018 Note, which the District desires to collect for Fiscal Year 2018/2019; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to directly collect the special assessments as identified in the Assessment Roll; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B,”** is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Direct Bill Assessments.** The operations and maintenance special assessments, and previously levied debt service special assessments for the Series 2013 Bonds, will be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** The operations and maintenance special assessments, and previously levied debt service special assessments for the Series 2013 Bonds directly collected by the District are due in full on December 1, 2018; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2018, 25% due no later than February 1, 2019 and 25% due no later than May 1, 2019. The previously levied debt service special assessments for the Series 2018 Note will be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** The previously levied debt service special assessments for the Series 2018 Note directly collected by the District shall be paid within thirty (30) days of receipt of a direct bill invoice from the District, which invoice shall be delivered to applicable landowners not later than October 1, 2018 and April 1, 2019. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2018/2019, shall immediately become due

and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

B. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 23rd day of August, 2018.

ATTEST:

**BOGGY CREEK IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll

Exhibit A

Boggy Creek Improvement District
Adopted FY 2019 O&M Budget

	FY 2018 Adopted Budget	FY 2019 Proposed Budget
<u>Revenues</u>		
Off-Roll Assessments	\$ 696,000.00	\$ 812,894.77
Other Income & Other Financing Sources	-	-
Net Revenues	\$ 696,000.00	\$ 812,894.77
<u>General & Administrative Expenses</u>		
Legislative		
Supervisor Fees	\$ 4,800.00	\$ 4,800.00
Financial & Administrative		
Public Officials' Liability Insurance	3,575.00	3,575.00
Trustee Services	2,000.00	2,000.00
Management	35,000.00	37,500.00
Engineering	10,000.00	10,000.00
Engineering (Public Facilities Report)	-	-
Dissemination Agent	5,000.00	5,000.00
District Counsel	30,000.00	30,000.00
Assessment Administration	7,500.00	7,500.00
Audit	3,840.00	3,900.00
Arbitrage Calculation	1,200.00	1,200.00
Travel and Per Diem	500.00	500.00
Telephone	250.00	250.00
Postage & Shipping	250.00	300.00
Copies	1,500.00	2,500.00
Legal Advertising	4,500.00	3,000.00
Bank Fees	50.00	50.00
Miscellaneous	3,000.00	1,000.00
Web Site Maintenance	1,250.00	1,250.00
Dues, Licenses, and Fees	175.00	175.00
Total General & Administrative Expenses	\$ 114,390.00	\$ 114,500.00

Boggy Creek Improvement District
Adopted FY 2019 O&M Budget

	FY 2018 Adopted Budget	FY 2019 Proposed Budget
<u>Field Operations Expenses</u>		
Electric Utility Services		
Electric	\$ 2,000.00	\$ 2,000.00
Entry Lighting	500.00	500.00
Water-Sewer Combination Services		
Water Reclaimed	20,000.00	35,000.00
Stormwater Control		
Mitigation Area	5,000.00	-
Aquatic Contract	5,000.00	-
Other Physical Environment		
Equipment Rental	2,500.00	-
General Insurance	4,050.00	4,050.00
Property & Casualty	100.00	100.00
Other Insurance	750.00	500.00
Irrigation	40,000.00	30,000.00
Landscaping Maintenance Contract	280,373.33	215,496.00
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Other Landscape Maintenance	5,000.00	40,000.00
Flower & Plant Replacement	20,000.00	-
Hurricane Cleanup	-	20,000.00
Contingency	5,521.90	30,000.00
Interchange Maintenance Expenses		
IME - Aquatics Maintenance	3,445.00	3,445.00
IME - Irrigation	32,500.00	32,500.00
IME - Landscaping	79,673.10	79,673.10
IME - Lighting	2,437.50	20,000.00
IME - Miscellaneous	812.50	-
IME - Water Reclaimed	3,250.00	3,250.00
Road & Street Facilities		
Entry and Wall Maintenance	5,000.00	10,000.00
Streetlights	35,000.00	82,000.00
Parks & Recreation		
Personnel Leasing Agreement	1,320.00	20,000.00
Reserves		
Infrastructure Capital Reserve	20,166.67	20,166.67
Interchange Maintenance Reserve	2,360.00	2,360.00
Total Field Operations Expenses	\$ 581,760.00	\$ 698,544.77
Total Expenses	\$ 696,150.00	\$ 813,044.77
Income (Loss) from Operations	\$ (150.00)	\$ (150.00)
<u>Other Income (Expense)</u>		
Interest Income	\$ 150.00	\$ 150.00
Total Other Income (Expense)	\$ 150.00	\$ 150.00
Net Income (Loss)	\$ -	\$ -

Boggy Creek Improvement District
FY 2018-2019 Debt Service Budget
Series 2013 Special Assessment Bonds

	FY 2018-2019 Proposed Budget
REVENUES:	
Special Assessments Series 2013	\$ 5,258,728.14
TOTAL REVENUES	<u>\$ 5,258,728.14</u>
EXPENDITURES:	
Series 2013 - Interest 11/01/2018	\$1,304,696.88
Series 2013 - Principal 05/01/2019	\$1,380,000.00
Series 2013 - Interest 05/01/2019	\$1,304,696.88
TOTAL EXPENDITURES	<u>\$ 3,989,393.76</u>
EXCESS REVENUES	<u>\$ 1,269,334.38</u>
Series 2013 - Interest 11/01/2019	\$ 1,269,334.38

Exhibit B

**Boggy Creek Improvement District
FY 2018-2019 Assessment Roll**

Parcel ID	Acreage	Owner	Owner's Mailing Address	Assmt. Method	Units	Unit Type	FY 18 -19 Bond Assessment	FY 18-19 Bond Assessment	FY 18-19 O&M Assessment	Total FY 18-19 CDD Assessment
22-24-30-0000-00-006	186.89	Lake Nona Land Co., LLC	9801 Lake Nona Road, Orlando, FL 32827	Acreage	N/A	N/A	\$861,855.17	21.62%	\$135,085.65	\$996,941
25-24-30-0000-00-008	13.56	Lake Nona Land Co., LLC	9801 Lake Nona Road, Orlando, FL 32827	Acreage	N/A	N/A	\$62,518.97	1.57%	\$9,799.11	\$72,318
23-24-30-0000-00-009	12.82	Lake Nona Land Co., LLC	9801 Lake Nona Road, Orlando, FL 32827	Acreage	N/A	N/A	\$59,120.25	1.48%	\$9,266.40	\$68,387
23-24-30-4937-00-001	0.57	Lake Nona Land Co., LLC	9801 Lake Nona Road, Orlando, FL 32827	Acreage	N/A	N/A	\$2,628.59	0.07%	\$412.00	\$3,041
26-24-30-0000-00-014	319.33	Lake Nona Land Co., LLC	9801 Lake Nona Road, Orlando, FL 32827	Acreage	N/A	N/A	\$1,472,610.68	36.94%	\$230,814.39	\$1,703,425
26-24-30-0000-00-010	0.84	Lake Nona Land Co., LLC	9801 Lake Nona Road, Orlando, FL 32827	Acreage	N/A	N/A	\$3,873.71	0.10%	\$607.16	\$4,481
25-24-30-0000-00-013	2.84	Lake Nona Land Co., LLC	9801 Lake Nona Road, Orlando, FL 32827	Acreage	N/A	N/A	\$13,096.84	0.33%	\$2,052.78	\$15,150
26-24-30-4932-02-000	11.40	Lake Nona Land Co., LLC	9801 Lake Nona Road, Orlando, FL 32827	Acreage	N/A	N/A	\$52,571.83	1.32%	\$8,240.02	\$60,812
26-24-30-0000-00-023	36.75	Lake Nona Research I, LLC	9801 Lake Nona Road, Orlando, FL 32827	Acreage	N/A	N/A	\$169,474.97	4.25%	\$26,563.21	\$196,038
26-24-30-0000-00-018	8.91	Lake Nona Land Co., LLC	9800 Lake Nona Road, Orlando, FL 32827	Acreage	N/A	N/A	\$41,089.03	1.03%	\$6,440.22	\$47,529
26-24-30-0000-00-022	136.71	Lake Nona Land Co., LLC	9801 Lake Nona Road, Orlando, FL 32827	Acreage	N/A	N/A	\$630,446.89	15.81%	\$98,815.13	\$729,262
26-24-30-0000-00-020	12.17	Lake Nona Innovation Center I, LLC	9801 Lake Nona Road, Orlando, FL 32827	SPMP	92,210	Medical Research/ Campus (Sq.Ft.)	\$79,898.78	2.00%	\$8,000.41	\$87,899
26-24-30-4956-01-000*	4.69	LN Towncenter I, LLC	9801 Lake Nona Road, Orlando, FL 32827	SPMP	204	Hotel/Guest (Rooms)	\$159,087.03	3.99%	\$15,929.68	\$175,017
26-24-30-4956-01-000*	2.34	LN Towncenter I, LLC	9801 Lake Nona Road, Orlando, FL 32827	SPMP	76,231	Office (Sq.Ft.)	\$79,263.81	1.99%	\$7,936.83	\$87,201
26-24-30-4956-01-000*	0.36	LN Towncenter I, LLC	9801 Lake Nona Road, Orlando, FL 32827	SPMP	9,333	Retail (Sq.Ft.)	\$12,130.39	0.30%	\$1,214.64	\$13,345
26-24-30-4956-01-000*	0.26	LN Towncenter I, LLC	9802 Lake Nona Road, Orlando, FL 32827	SPMP	6,700	Retail (Sq.Ft.)	\$8,708.20		\$871.97	\$9,580
26-24-30-4956-01-000*	0.27	LN Towncenter I, LLC	9803 Lake Nona Road, Orlando, FL 32827	SPMP	7,000	Retail (Sq.Ft.)	\$9,098.11		\$911.01	\$10,009
23-24-30-0000-00-006	51.58	Landport Land Holding, Inc.	9350 Conroy Windermere Road, Windermere, FL 34786	Acreage	N/A	N/A	\$237,864.46	5.97%	\$37,282.45	\$275,147
26-24-30-4932-02-001	25.23	University of Central Florida	Attn: General Counsel, Millican Hall, 4000 Central Florida Blvd., Suite 360, Orlando, FL 32816-8000	Acreage	N/A	N/A	N/A	0.00%	\$18,237.18	\$18,237
26-24-30-8601-01-000	5.25	University of Florida Foundation, Inc.	1938 W. University Ave., Gainesville, FL 32603-1735	SPMP	105,482	Medical Research/ Campus (Sq.Ft.)	N/A	0.00%	\$9,151.93	\$9,152
26-24-30-7650-02-000	22.51	UCF Real Estate Foundation, LLC	12424 Research Parkway, Suite 140, Orlando, FL 32826	Acreage	N/A	N/A	N/A	0.00%	\$16,270.42	\$16,270
26-24-30-7650-01-000**	18.27	UCF Real Estate Foundation, LLC	12424 Research Parkway, Suite 140, Orlando, FL 32826	Acreage	N/A	N/A	N/A	0.00%	\$13,203.33	\$13,203
26-24-30-7650-01-000**	9.22	UCF Real Estate Foundation, LLC	12424 Research Parkway, Suite 140, Orlando, FL 32826	SPMP	369,000	Medical Research/ Campus (Sq.Ft.)	N/A	0.00%	\$32,015.52	\$32,016
25-24-30-6052-01-000***	31.90	Nemours Foundation	10140 Centurion Parkway, Jacksonville, FL 32256	Acreage	N/A	N/A	N/A	0.00%	\$23,056.70	\$23,057
25-24-30-6052-01-000***	26.67	Nemours Foundation	10140 Centurion Parkway, Jacksonville, FL 32256	SPMP	631,219	Hospital & Medical Office (Sq.Ft.)	N/A	0.00%	\$82,149.37	\$82,149
25-24-30-6052-01-000***	1.43	Nemours Foundation	10141 Centurion Parkway, Jacksonville, FL 32256	SPMP	40	Hotel/Guest (Rooms)	\$31,193.54	0.78%	\$3,123.47	\$3,123
26-24-30-1445-01-000	12.00	Orange County BCC (Burnham)	Real Estate Management Department, PO Box 1393, Orlando, FL 32802	SPMP	178,000	Medical Research/ Campus (Sq.Ft.)	N/A	0.00%	\$15,443.80	\$15,444
Grand Total	954.76				1,475,419		\$3,986,531.26	99.55%	\$812,894.77	\$4,768,232

*The total acreage count for Parcel ID 26-24-30-4956-01-000 is 7.91. The split of these 7.91 acres among the three identified unit types planned for this parcel is estimated.

**An SPMP has been approved for this property that includes 18.45% of the property owner's entitlements as evidenced by recorded deed(s) and/or development agreement(s) between the property owner and the Developer. Thus, 18.45% of the acreage owned by this property owner will be considered developed and assessed based on the square footage outlined in an SPMP and the balance will be assessed on an acreage basis.

***This parcel has been split between the developed and undeveloped areas for purposes of assigning assessments. The developed portion will be assessed based on the development planned for this portion. The developed portion includes 631,219 square feet of of hospital space and 40 hotel rooms. The undeveloped acreage will be assessed on an equal per-acre basis along with all other undeveloped lands within the District.

**BOGGY CREEK
IMPROVEMENT DISTRICT**

**Release/Termination of Easement Agreements
(Burnham)**

Prepared By and Return To:

Sara W. Bernard, P.A.
Broad and Cassel LLP
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

RELEASE AND TERMINATION OF EASEMENT AGREEMENTS

THIS RELEASE AND TERMINATION OF EASEMENT AGREEMENTS (the “**Termination**”) is made effective as of this _____ day of _____, 2018, by and between **ORANGE COUNTY**, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393 (“**County**”), **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose addresses are 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**LNLC**”), and **LAKE NONA BOGGY CREEK, LLC**, a Florida limited liability company, whose addresses are 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**LNBC**”) (County, LNLC and LNBC are each referred to herein as a “**Party**” and collectively referred to herein as the “**Parties**”).

WITNESSETH:

WHEREAS, County, LNLC and LNBC are parties to the following instruments (collectively, the “**Temporary Easements #1**”):

- (A) Temporary Construction Easement Agreement (Mass Grading and Drainage System) recorded May 16, 2007 in Official Records Book 9262, Page 2664, in the Public Records of Orange County, Florida.
- (B) Temporary Construction Easement Agreement (LNLC’s Obligations) recorded May 16, 2007 in Official Records Book 9262, Page 2682, in the Public Records of Orange County, Florida.
- (C) Temporary Construction Easement Agreement (Entry Road and Master Utility Infrastructure System) recorded May 16, 2007 in Official Records Book 9262, Page 2700, in the Public Records of Orange County Florida.

WHEREAS, County and LNLC are parties to the following instruments (collectively, the “**Temporary Easements #2**” and together with the Temporary Easements #1 shall be referred to herein collectively as the “**Temporary Easements**”):

- (A) Temporary Stormwater Drainage Easement Agreement recorded May 16, 2007 in Official Records Book 9262, Page 2673, in the Public Records of Orange County, Florida.

(B) Temporary Access and Utilities Easement Agreement recorded May 16, 2007 in Official Records Book 9262, Page 2691, in the Public Records of Orange County, Florida.

WHEREAS, pursuant to the Temporary Easements #2, Boggy Creek Improvement District, a special purpose form of local government established pursuant to Chapter 190, Florida Statutes (“**BID**”), was granted a temporary, non-exclusive construction easement upon such terms as more specifically set forth therein, and BID has joined in and consented to this Termination for purposes of agreeing to release all right, title and interest in and to the Temporary Easements #2.

WHEREAS, the Parties desire to terminate the Temporary Easements and release all right, title and interest in and to the Temporary Easements.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. LNLC and LNBC each represent that such Party is the sole holder of all right, title and interest in and to the Temporary Easements and that neither Party has made any assignment, transfer, encumbrance, conveyance, or other disposition of any interest in the Temporary Easements to any party.
3. LNLC and LNBC do hereby release, vacate and forever abandon all of their right, title, and interest in and to the Temporary Easements.
4. The Parties hereby acknowledge and agree that, from and after the date and time of recording of this Termination, the Temporary Easements are hereafter null and void and of no further force or effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Termination as of the day and year set forth below.

(Official Seal)

“COUNTY”

ORANGE COUNTY, FLORIDA,
a charter county and political subdivision of
the state of Florida

By: Board of County Commissioners

BY: _____
Teresa Jacobs
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Printed Name

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAR 06 2007 *dhj*

INSTR 20070319020
OR BK 09262 PG 2673 PGS=9
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
05/16/2007 03:55:25 PM
DEED DOC TAX 0.70
REC FEE 78.00

Prepared By and Return To

Deborah H. Johnson, L.L.C.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

**TEMPORARY STORMWATER
DRAINAGE EASEMENT AGREEMENT**

THIS TEMPORARY STORMWATER DRAINAGE EASEMENT AGREEMENT ("Agreement") is made and entered into this 7th day of May, 2007, by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "Grantor") in favor of **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 9801 Lake Nona Road, Orlando, Florida 32827 (the "Grantee"). (Grantor and Grantee are sometimes together referred to herein as the "Parties", and separately as the "Party").

WITNESSETH:

WHEREAS, Burnham Institute for Medical Research, a 501(c)(3) California nonprofit public benefit corporation ("Burnham"), Grantee and Grantor entered into that certain Gift Agreement dated March 6, 2007 (the "Gift Agreement"), pursuant to which Grantee agreed to convey to Grantor that certain parcel of real property located in Orange County, Florida, being more particularly described on **Exhibit "A"** attached hereto and by this reference incorporated herein (the "Property"), which conveyance has occurred simultaneously herewith; and

WHEREAS, Grantor is the owner in fee of the Property; and

WHEREAS, pursuant to the terms of the Gift Agreement, Grantee agreed to design, permit, construct, and install a master drainage system on and for the Property ("**Drainage System**") and integrate the Drainage System into the overall master drainage system for Lake Nona South (as defined in the Gift Agreement) (the "**Master Drainage System**"); and

WHEREAS, Grantee will be constructing the Master Drainage System which will benefit the Property, as well as other properties lying within Lake Nona South (collectively, the "**Benefited Properties**") (the "**Drainage Facilities**"); and

WHEREAS, it is contemplated that in the future there may be constructed upon the Property several certain conveyance structures (collectively, the "**Facilities**") which will facilitate the flow of stormwater from the Benefited Properties to the Master Drainage System; and

WHEREAS, until such time as the Facilities have been constructed within the Property and Grantor has granted permanent easement rights in favor of the Benefited Properties, Grantor desires to grant to Grantee a temporary, nonexclusive easement on, upon, over, under, across and through the Property to the extent that such easement rights are consistent with the SPMP (as defined in the Gift Agreement) and do not interfere with the construction or operation of the Permanent Facilities (as defined in the Gift Agreement) (the "**Drainage Easement Areas**"); and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Temporary Stormwater Drainage Easements.** Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, a temporary, nonexclusive easement on, upon, over, under, across and through the Drainage Easement Areas for stormwater discharge and conveyancing purposes from the Benefited Properties to the Master Drainage System. The stormwater drainage from the Benefited Properties to be accommodated in the Drainage Easement Areas pursuant to this Agreement shall be conveyed to the Drainage Easement Areas from the Benefited Properties in accordance with a conveyance system meeting the requirements of the applicable permit issued by the appropriate governmental authorities. Grantor does hereby grant, bargain, sell and convey to Boggy Creek Improvement District, a special purpose form of local government established pursuant to Chapter 190, Florida Statutes, Grantee and its affiliates (collectively, the "**Construction Parties**"), a temporary, nonexclusive easement for construction purposes on, upon, over, under, across and through the Drainage Easement Areas, for the purpose of construction and maintenance of such conveyancing structures as may be necessary for the discharge and conveyance of stormwater from the Benefited Properties to the Master Drainage System; provided, however, that such construction and maintenance shall be in accordance with the requirements of the applicable permit issued by the applicable governmental authorities. The Construction Parties shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or other lien or encumbrance against the Drainage Easement Areas in connection with construction or maintenance in the Drainage Easement Areas. After completion of construction of the Drainage Facilities as provided herein, the Construction Parties shall restore the Drainage Easement Areas to the condition that existed prior to the commencement of such construction, normal wear and tear excepted.

3. **Insurance.** Grantee and/or any contractors performing work for Grantee on the Drainage Easement Areas, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising

directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insureds, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor.

4. **Indemnification.** Grantee hereby agrees to defend, indemnify and hold harmless Grantor, its officials, agents, lessees, and employees from and against any and all claims, suits, judgments, demands, cost and expenses, including attorney's fees of any kind or nature whatsoever related to this Agreement arising directly or indirectly out of or caused in whole or in part by any act or omission of Grantee, its designated agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), licensees, guests, and invitees, excepting those acts or omissions arising out of the sole negligence of Grantor, its officials, agents, lessees and employees. Grantee shall cause no hazardous materials or other potentially hazardous conditions on the Drainage Easement Areas and Grantee assumes all responsibility for and agrees to defend, indemnify and hold the Grantor harmless from fees, claims, damages and expenses arising from any sudden release or environmental condition including pollution of air, water, land or groundwater arising from or in any way connected with Grantee's use of the Drainage Easement Areas. The provisions of this paragraph shall survive the termination of this Agreement.

5. **Assignment and Termination.** Grantee may assign its rights and obligations under this Agreement to an association, entity, municipality, district or other governmental authority that agrees to maintain the Drainage Facilities constructed by Grantee in accordance with the terms of this Agreement, whereupon Grantee shall be released from all obligations and liabilities hereunder, except for any matters arising prior to such assignment for which Grantee is obligated or liable hereunder. If a Drainage Easement Area or any portion thereof is conveyed, platted or otherwise dedicated to and accepted by the City of Orlando preserving the easement rights created hereunder, this Agreement shall automatically terminate as to such Drainage Easement Area or any portion thereof.

6. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither Party shall discharge into or within the Drainage Easement Areas, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

7. **No Public Dedication.** Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.

8. **Beneficiaries of Easement Rights.** The easements set forth in this Agreement shall be for the benefit and use of Grantor, Grantee and their successors and assigns, and each such party's agents, lessees, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), licensees, guests, invitees and providers of emergency services.

9. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Orange County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

10. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one (1) day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

11. **Use of Easement Area.** It is acknowledged and agreed that the easements granted under this Agreement are not exclusive easements and that Grantor shall have the right to use and enjoy the Drainage Easement Areas in any manner not inconsistent with the easement rights created herein.

12. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

13. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Orange County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any

provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and easements granted and conveyed hereunder shall be a burden upon the Drainage Easement Areas and exist for the benefit of and shall run with title to the Benefited Properties.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

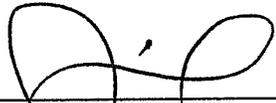
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

“GRANTEE”

Signed, sealed and delivered
in the presence of:

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

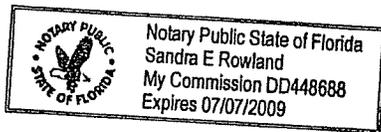

Print Name: Deborah W. Johnson

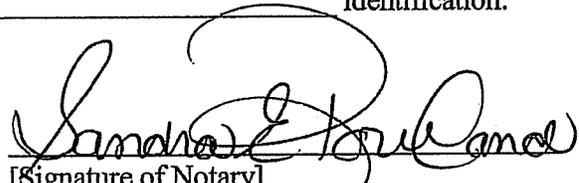
By: 
James L. Zboril, President
Effective Date: 5/7/07


Print Name: Sandra E. Rowland

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd day of May, 2007, by James L. Zboril, as President of LAKE NONA LAND COMPANY, LLC, a Florida limited liability company, on behalf of said entity. He is personally known to me or has produced identification.




[Signature of Notary]
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

"GRANTOR"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Richard T. Crotty
Richard T. Crotty
Orange County Mayor

Date: 5.8.07

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: Martha O. Haynie
Deputy Clerk

Date: MAY 08 2007

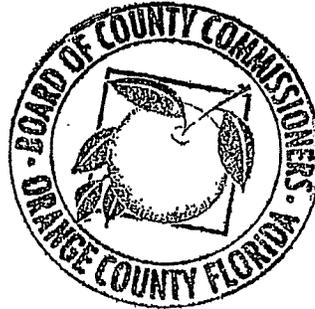


EXHIBIT "A"

SKETCH OF DESCRIPTION

DESCRIPTION:

That part of Section 26, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Southeast 1/4 of said Section 26; thence N89°17'38"W along the South line of the Southeast 1/4 of said Section 26 for a distance of 371.16 feet; thence N43°43'49"E, 229.28 feet; thence N50°56'19"E, 288.27 feet; thence N47°29'35"W, 18.00 feet; thence N40°26'49"W, 42.94 feet; thence N40°26'49"W, 157.19 feet; thence N26°23'45"W, 360.97 feet; thence S27°24'00"W, 61.96 feet; thence N34°54'59"W, 352.22 feet; thence N25°05'40"E, 127.07 feet; thence N56°41'49"W, 225.45 feet; thence S75°02'30"W, 242.11 feet; thence S68°38'50"W, 385.25 feet; thence N89°12'59"W, 200.64 feet; thence N78°41'22"W, 371.10 feet; thence N73°22'47"W, 79.91 feet; thence N84°23'32"W, 223.73 feet; thence S49°37'58"W, 224.15 feet; thence S57°54'58"W, 315.66 feet; thence S52°24'26"W, 582.43 feet; thence S58°44'09"W, 401.34 feet; thence S77°44'08"W, 192.26 feet; thence S66°18'27"W, 159.50 feet; thence N80°02'25"W, 378.16 feet; thence N06°43'58"E, 105.88 feet to the POINT OF BEGINNING; thence N01°41'57"W, 577.73 feet to a point on a non-tangent curve concave Northerly having a radius of 3530.00 feet and a chord bearing of N71°55'18"E; thence Easterly along the arc of said curve through a central angle of 07°43'15" for a distance of 475.68 feet to the point of tangency; thence N68°03'41"E, 11.90 feet to the point of curvature of a curve concave Southerly having a radius of 40.00 feet and a chord bearing of S77°24'16"E; thence Easterly along the arc of said curve through a central angle of 69°04'06" for a distance of 48.22 feet to the point of tangency; thence S42°52'13"E, 684.67 feet to the point of curvature of a curve concave Westerly having a radius of 40.00 feet and a chord bearing of S09°08'02"W; thence Southerly along the arc of said curve through a central angle of 104°00'31" for a distance of 72.61 feet to the point of compound curvature of a curve concave Northerly having a radius of 1420.00 feet and a chord bearing of S78°56'08"W; thence Westerly along the arc of said curve through a central angle of 35°35'41" for a distance of 882.17 feet to the point of tangency; thence N83°16'02"W, 94.57 feet to the POINT OF BEGINNING.

Containing 12.000 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SURVEYOR'S NOTES:

- This is not a survey.
- Bearings based on the South line of the Southeast 1/4 of Section 26, Township 24 South, Range 30 East, Orange County, Florida, being N89°17'38"W, an assumed meridian.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property. The lands described hereon may be subject to easements and restrictions not shown hereon.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LINE NUMBER

NUMBER	BEARING	DISTANCE
L1	N89°17'38"W	371.16'
L2	N43°43'49"E	229.28'
L3	N50°56'19"E	288.27'
L4	N47°29'35"W	18.00'
L5	N40°26'49"W	42.94'
L5A	N40°26'49"W	157.19'
L6	N26°23'45"W	360.97'
L7	S27°24'00"W	61.96'
L8	N34°54'59"W	352.22'
L9	N25°05'40"E	127.07'
L10	N56°41'49"W	225.45'
L11	S75°02'30"W	242.11'
L12	S68°38'50"W	385.25'
L13	N89°12'59"W	200.64'
L14	N78°41'22"W	371.10'
L15	N73°22'47"W	79.91'
L16	N84°23'32"W	223.73'
L17	S49°37'58"W	224.15'
L18	S57°54'58"W	315.66'
L19	S52°24'26"W	582.43'
L20	S58°44'09"W	401.34'
L21	S77°44'08"W	192.26'
L22	S66°18'27"W	159.50'
L23	N80°02'25"W	378.16'
L24	N06°43'58"E	105.88'
L25	N01°41'57"W	577.73'
L26	N68°03'41"E	11.90'
L27	S42°52'13"E	684.67'
L28	N83°16'02"W	94.57'

CURVE NUMBER

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	3530.00'	07°43'15"	475.68'	475.32'	N71°55'18"E
C2	40.00'	69°04'06"	48.22'	45.35'	S77°24'16"E
C3	40.00'	104°00'31"	72.61'	63.04'	S09°08'02"W
C4	1420.00'	35°35'41"	882.17'	868.05'	S78°56'08"W

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH - BURNHAM PHASE 1 - (12.000 ACRE SITE)



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>2619B.0075</u>	SCALE <u>N/A</u>
DATE: <u>04/17/07</u>	DATE: <u>04/21/07</u>		SHEET <u>2</u> OF <u>2</u>

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

MAR 06 2007 *DLH/bs*

Prepared By and Return To

Deborah H. Johnson, L.L.C.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

INSTR 20070319022
OR BK 09262 PG 2691 PGS=9
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
05/16/2007 03:55:25 PM
DEED DOC TAX 0.70
REC FEE 78.00

TEMPORARY ACCESS AND UTILITIES EASEMENT AGREEMENT

THIS TEMPORARY ACCESS AND UTILITIES EASEMENT AGREEMENT ("Agreement") is made and entered into this 7th day of May, 2007, by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "Grantor") in favor of **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 9801 Lake Nona Road, Orlando, Florida 32827 (the "Grantee"). (Grantor and Grantee are sometimes together referred to herein as the "Parties", and separately as the "Party").

WITNESSETH:

WHEREAS, Burnham Institute for Medical Research, a 501(c)(3) California nonprofit public benefit corporation ("**Burnham**"), Grantee and Grantor entered into that certain Gift Agreement dated March 6, 2007 (the "**Gift Agreement**"), pursuant to which Grantor agreed to convey to Grantee that certain parcel of real property located in Orange County, Florida, being more particularly described on **Exhibit "A"** attached hereto and by this reference incorporated herein (the "**Property**"), which conveyance has occurred simultaneously herewith; and

WHEREAS, Grantor is the owner in fee of the Property; and

WHEREAS, Grantee will be constructing certain utility facilities, including, without limitation, facilities for the distribution or transmission of electric, gas, potable water, wastewater, and chilled water (collectively, the "**Utilities**"), which will benefit the Property, as well as other properties lying within Lake Nona South (collectively, the "**Benefited Properties**") (the "**Utility Facilities**"); and

WHEREAS, it is contemplated that in the future there will be constructed upon the Property several Utility Facilities which will facilitate the transmission or distribution of Utilities to and from the Benefited Properties; and

WHEREAS, until such time as the Utility Facilities have been constructed within the Property and Grantor has granted permanent easement rights in favor of the Benefited Properties, Grantor desires to grant to Grantee a temporary, nonexclusive easement on, upon, over, under, across and through the Property to the extent that such easement rights are consistent with the SPMP (as defined in the Gift Agreement) and do not interfere with the construction or operation of the Permanent Facilities (as defined in the Gift Agreement) (the “Utility Easement Areas”); and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Temporary Utility Easements.** Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, a temporary, nonexclusive easement on, upon, over, under, across and through the Utility Easement Areas for the transmission and distribution of Utilities to and from the Benefited Properties. The Utilities to and from the Benefited Properties to be accommodated in the Utility Easement Areas pursuant to this Agreement shall be conveyed in accordance with the requirements of all applicable laws. Grantor does hereby grant, bargain, sell and convey to the Boggy Creek Improvement District, a special purpose form of local government established pursuant to Chapter 190, Florida Statutes, Grantee and its affiliates (collectively, the “Construction Parties”) a temporary, nonexclusive easement for construction purposes on, upon, over, under, across and through the Utility Easement Areas, for the purpose of construction and maintenance of such Utility Facilities as may be necessary for the transmission and distribution of Utilities to and from the Benefited Properties; provided, however, that such construction and maintenance shall be in accordance with the requirements of all applicable laws. The owners of the Benefited Properties shall not permit (and shall promptly satisfy or bond) any construction, mechanic’s lien or other lien or encumbrance against the Utility Easement Areas in connection with construction or maintenance in the Utility Easement Areas. After completion of construction of the Drainage Facilities as provided herein, the Construction Parties shall restore the Drainage Easement Areas to the condition that existed prior to the commencement of such construction, normal wear and tear excepted.

3. **Insurance.** Grantee and/or any contractors performing work for Grantee on the Utility Easement Areas, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insureds, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor.

4. **Indemnification.** Grantee hereby agrees to defend, indemnify and hold harmless Grantor, its officials, agents, lessees, and employees from and against any and all claims, suits, judgments, demands, cost and expenses, including attorney's fees of any kind or nature whatsoever related to this Agreement arising directly or indirectly out of or caused in whole or in part by any act or omission of Grantee, its designated agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), licensees, guests, and invitees, excepting those acts or omissions arising out of the sole negligence of Grantor, its officials, agents, lessees and employees. Grantee shall cause no hazardous materials or other potentially hazardous conditions on the Property and Grantee assumes all responsibility for and agrees to defend, indemnify and hold the Grantor harmless from fees, claims, damages and expenses arising from any sudden release or environmental condition including pollution of air, water, land or groundwater arising from or in any way connected with Grantee's use of the Property. The provisions of this paragraph shall survive the termination of this Agreement.

5. **Assignment and Termination.** Grantee may assign its rights and obligations under this Agreement to an association, entity, municipality, district or other governmental authority that agrees to maintain the Utility Facilities constructed in accordance with the terms of this Agreement, whereupon Grantee shall be released from all obligations and liabilities hereunder. If a Utility Easement Area or any portion thereof is conveyed, platted or otherwise dedicated to and accepted by the City of Orlando preserving the easement rights created hereunder, this Agreement shall automatically terminate as to such Utility Easement Area or any portion thereof.

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7. **No Public Dedication.** Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.

8. **Beneficiaries of Easement Rights.** The easements set forth in this Agreement shall be for the benefit and use of Grantor, Grantee and their successors and assigns, and each such party's agents, lessees, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), licensees, guests, invitees and providers of emergency services.

9. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Orange County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be

exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

10. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one (1) day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

11. **Use of Easement Area.** It is acknowledged and agreed that the easements granted under this Agreement are not exclusive easements and that Grantor shall have the right to use and enjoy the Utility Easement Areas in any manner not inconsistent with the easement rights created herein.

12. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

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

constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and easements granted and conveyed hereunder shall be a burden upon the Utility Easement Areas and exist for the benefit of and shall run with title to the Benefited Properties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year set forth below.

"GRANTOR"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

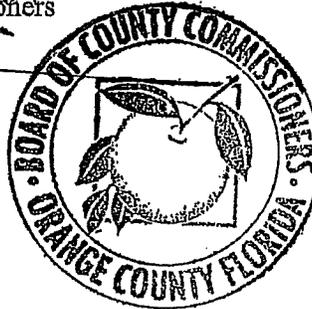
By: Richard T. Crotty
Richard T. Crotty
Orange County Mayor

Date: 5.8.07

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Date: MAY 08 2007



Signed, sealed and delivered
in the presence of:

"GRANTEE"

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

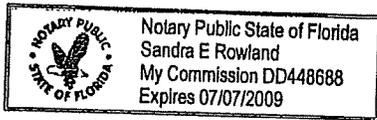
Deborah Johnson
Print Name: Deborah Johnson

By: *[Signature]*
James L. Zboril, President
Effective 5/7/07
Date: _____

Sandra E Rowland
Print Name: Sandra E Rowland

STATE OF FLORIDA
COUNTY OF ORANGE

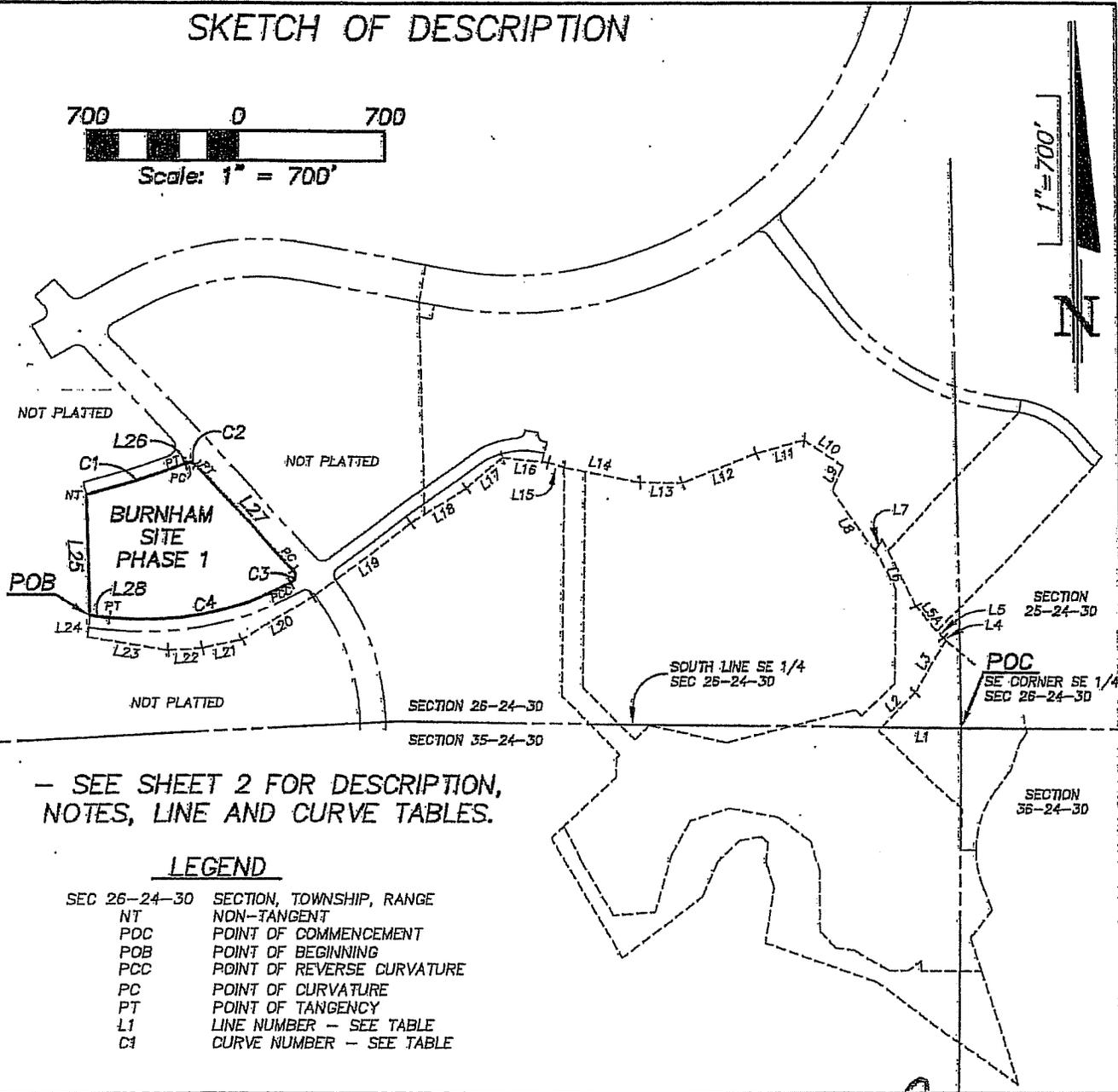
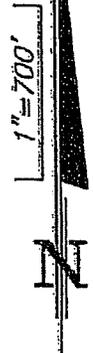
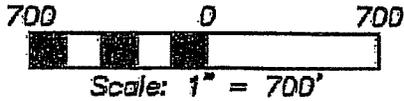
The foregoing instrument was acknowledged before me this 3rd day of May,
2007, by James L. Zboril, as President of LAKE NONA LAND COMPANY, LLC, a Florida
limited liability company, on behalf of said entity. He is personally known to me or has produced
_____ identification.



Sandra E Rowland
[Signature of Notary]
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

SKETCH OF DESCRIPTION



- SEE SHEET 2 FOR DESCRIPTION, NOTES, LINE AND CURVE TABLES.

LEGEND

- SEC 26-24-30 SECTION, TOWNSHIP, RANGE
- NT NON-TANGENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PCC POINT OF REVERSE CURVATURE
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- L1 LINE NUMBER - SEE TABLE
- C1 CURVE NUMBER - SEE TABLE

PREPARED FOR:
LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH - BURNHAM PHASE 1 - (12.000 ACRE SITE)

DATE	BY	DESCRIPTION
REVISIONS		



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB66

DONALD W. MCINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB66

Scott S. Sisson
Florida Registered Surveyor and Mapper
Certificate No. 5D48
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: PH	CHECKED BY: SG	JOB NO. 26198.0075	SCALE 1"=700'	SHEET 1 OF 2
DATE: 04/17/07	DATE: 04/21/07			

EXHIBIT "A"

SKETCH OF DESCRIPTION

DESCRIPTION:

That part of Section 26, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Southeast 1/4 of said Section 26; thence N89°17'38"W along the South line of the Southeast 1/4 of said Section 26 for a distance of 371.16 feet; thence N43°43'49"E, 229.28 feet; thence N30°56'19"E, 288.27 feet; thence N47°29'38"W, 18.00 feet; thence N40°26'49"W, 42.94 feet; thence N40°26'49"W, 157.19 feet; thence N26°23'48"W, 360.97 feet; thence S27°24'00"W, 61.96 feet; thence N34°54'59"W, 352.22 feet; thence N25°05'40"E, 127.07 feet; thence N56°41'49"W, 225.45 feet; thence S75°02'30"W, 242.11 feet; thence S68°38'50"W, 385.25 feet; thence N89°12'59"W, 200.64 feet; thence N78°41'22"W, 371.10 feet; thence N73°22'47"W, 79.91 feet; thence N84°23'32"W, 223.73 feet; thence S49°37'58"W, 224.15 feet; thence S57°54'58"W, 315.66 feet; thence S52°24'26"W, 582.43 feet; thence S58°44'09"W, 401.34 feet; thence S77°44'08"W, 192.26 feet; thence S86°18'27"W, 159.50 feet; thence N80°02'25"W, 378.16 feet; thence N06°43'58"E, 105.88 feet to the POINT OF BEGINNING; thence N01°41'57"W, 577.73 feet to a point on a non-tangent curve concave Northerly having a radius of 3530.00 feet and a chord bearing of N71°55'18"E; thence Easterly along the arc of said curve through a central angle of 07°43'15" for a distance of 475.68 feet to the point of tangency; thence N68°03'41"E, 11.90 feet to the point of curvature of a curve concave Southerly having a radius of 40.00 feet and a chord bearing of S77°24'16"E; thence Easterly along the arc of said curve through a central angle of 69°04'06" for a distance of 48.22 feet to the point of tangency; thence S42°52'13"E, 684.67 feet to the point of curvature of a curve concave Westerly having a radius of 40.00 feet and a chord bearing of S09°08'02"W; thence Southerly along the arc of said curve through a central angle of 104°00'31" for a distance of 72.61 feet to the point of compound curvature of a curve concave Northerly having a radius of 1420.00 feet and a chord bearing of S78°56'08"W; thence Westerly along the arc of said curve through a central angle of 35°35'41" for a distance of 882.17 feet to the point of tangency; thence N83°16'02"W, 94.57 feet to the POINT OF BEGINNING.

Containing 12.000 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SURVEYOR'S NOTES:

- This is not a survey.
- Bearings based on the South line of the Southeast 1/4 of Section 26, Township 24 South, Range 30 East, Orange County, Florida, being N89°17'38"W, an assumed meridian.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property. The lands described hereon may be subject to easements and restrictions not shown hereon.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

CURVE NUMBER

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	3530.00'	07°43'15"	475.68'	475.32'	N71°55'18"E
C2	40.00'	69°04'06"	48.22'	45.35'	S77°24'16"E
C3	40.00'	104°00'31"	72.61'	63.04'	S09°08'02"W
C4	1420.00'	35°35'41"	882.17'	868.05'	S78°56'08"W

LINE NUMBER

NUMBER	BEARING	DISTANCE
L1	N89°17'38"W	371.16'
L2	N43°43'49"E	229.28'
L3	N30°56'19"E	288.27'
L4	N47°29'38"W	18.00'
L5	N40°26'49"W	42.94'
L5A	N40°26'49"W	157.19'
L6	N26°23'48"W	360.97'
L7	S27°24'00"W	61.96'
L8	N34°54'59"W	352.22'
L9	N25°05'40"E	127.07'
L10	N56°41'49"W	225.45'
L11	S75°02'30"W	242.11'
L12	S68°38'50"W	385.25'
L13	N89°12'59"W	200.64'
L14	N78°41'22"W	371.10'
L15	N73°22'47"W	79.91'
L16	N84°23'32"W	223.73'
L17	S49°37'58"W	224.15'
L18	S57°54'58"W	315.66'
L19	S52°24'26"W	582.43'
L20	S58°44'09"W	401.34'
L21	S77°44'08"W	192.26'
L22	S86°18'27"W	159.50'
L23	N80°02'25"W	378.16'
L24	N06°43'58"E	105.88'
L25	N01°41'57"W	577.73'
L26	N68°03'41"E	11.90'
L27	S42°52'13"E	684.67'
L28	N83°16'02"W	94.57'

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH - BURNHAM PHASE 1 - (12.000 ACRE SITE)



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NDRTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>26198.0075</u>	SCALE <u>N/A</u>	SHEET <u>2</u>
DATE: <u>04/17/07</u>	DATE: <u>04/21/07</u>			OF <u>2</u>

**BOGGY CREEK
IMPROVEMENT DISTRICT**

**Requisition Nos. 409 – 410
Approved in July 2018 in an amount totaling \$730.56**

BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817

PHONE: (407) 382-3256 • FAX: (407) 382-3254

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from July 1, 2018 through July 31, 2018. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
409	Boggy Creek Improvement District	\$480.56
410	Boggy Creek Improvement District	\$250.00
		\$730.56

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:** 409

(B) **Name of Payee:** Boggy Creek Improvement District

(C) **Amount Payable:** \$480.56

(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. Reimbursement to District for City of Orlando Permit Fees on Lake Nona Lift Station No. 139 Project (BLD2018-13990), Paid from O&M Funds – **\$480.56**

(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.

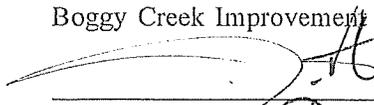
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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

Damon Ventura

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.

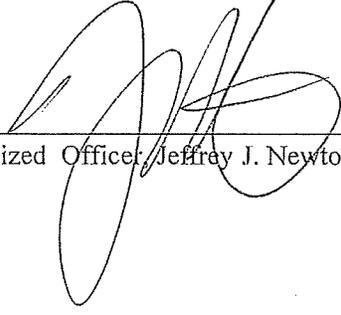
 7/16/18
Authorized Officer: Jeffrey J. Newton, P.E.

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:** 410

(B) **Name of Payee:** Boggy Creek Improvement District

(C) **Amount Payable:** \$250.00

(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. Reimbursement to District for City of Orlando Engineering Plan Revision Fee on Nemours Parkway West and Lift Station No. 10 Project (ENG2017-00760), Paid from O&M Funds – **\$250.00**

(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.

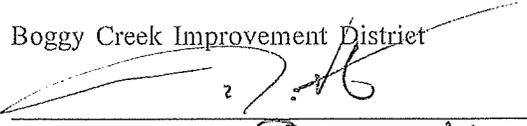
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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

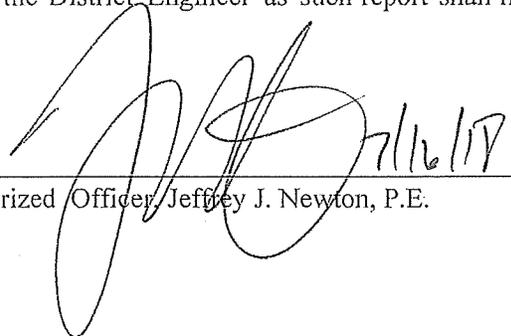
Boggy Creek Improvement District


Authorized Officer

Damon Ventura

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

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


Authorized Officer, Jeffrey J. Newton, P.E.

**BOGGY CREEK
IMPROVEMENT DISTRICT**

**Operation and Maintenance Expenditures
Paid in July 2018 in an amount
totaling \$53,314.73**

BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817
PHONE: (407) 382-3256 • FAX: (407) 382-3254

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from July 1, 2018 through July 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **\$53,314.73**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Boggy Creek Improvement District
AP Check Register (Current by Bank)
 Check Dates: 7/1/2018 to 7/31/2018

Check No.	Date	Status	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3226	07/04/18	P	CITYOR	City of Orlando	\$480.56
3227	07/17/18	P	CAROL	Carol King Landscape Maint.	\$418.25
3228	07/17/18	P	MLM	Michael's Lighting Maint.	\$81.25
3229	07/31/18	P	VALLEY	BrightView Landscape Services	\$38,195.75
3230	07/31/18	P	CAROL	Carol King Landscape Maint.	\$1,070.80
3231	07/31/18	P	DONMC	Donald W. McIntosh Associates	\$112.50
3232	07/31/18	P	FISH	Fishkind & Associates, Inc.	\$3,588.16
3233	07/31/18	P	MLM	Michael's Lighting Maint.	\$140.00
3234	07/31/18	P	VENTUR	VenturesIn.com	\$105.00
BANK SUN REGISTER TOTAL:					\$44,192.27
GRAND TOTAL :					\$44,192.27

reg. 409

44,192.27 +
 -
 reg. 409
 ovc [9,603.02 +
 53,314.73 G+

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

BOGGY CREEK IMPROVEMENT DISTRICT

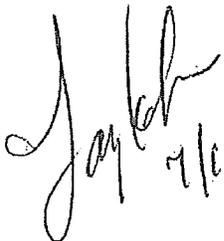
Payment Authorization #360

6/29/2018

Item No.	Payee	Invoice Number	General Fund
1	Carol King Landscape Maintenance		
	Interchange Irrigation Services	161135	\$ 285.00
	Interchange Irrigation Services	161189	\$ 133.25
2	Michael's Lighting & Electric		
	Night Lighting Check 06/25/2018	6397	\$ 81.25
TOTAL			\$ 499.50


Secretary/Assistant Secretary

Chairperson


7/10/18

RECEIVED JUL 02 2018

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #361

7/13/2018

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	July Landscape Maintenance	5835586	\$ 23,202.00
	Landscape Improvements	5838015	\$ 12,475.00
	Controller #29 Repair	5838031	\$ 432.25
	Controller #15 Repair	5838032	\$ 220.50
	Controller #12 Repair	5838033	\$ 477.75
	Controller #13 Repair	5838034	\$ 514.50
	Controllers #11 & #12 Repairs	5846277	\$ 165.00
	Controller #28 Repair	5846278	\$ 423.50
	Controller #30 Repair	5846279	\$ 285.25
2	Carol King Landscape Maintenance		
	Interchange Landscape Replacement	161468	\$ 785.80
	Interchange Irrigation Services	161484	\$ 285.00
3	Donald W McIntosh Associates		
Engineering Services Through 06/15/2018	35297	\$ 112.50	
4	Fishkind & Associates, Inc.		
DM Fees and Reimbursables: July 2018	22972	\$ 3,588.16	
5	Michael's Lighting & Electric		
Interchange Lighting Replacement	6436	\$ 140.00	
6	OUC <i>pd online 7/12/18</i>		
Acct: 2562183178 ; Service 05/02/2018 - 06/01/2018	--	\$ 9,603.02	
7	VenturesIn.com		
July Application Hosting	43810	\$ 105.00	
TOTAL			\$ 52,815.23

Jim S. Walden

Secretary/Assistant Secretary

Jay Kaf

7/14/18

Chairperson

RECEIVED JUL 14 2018

**BOGGY CREEK
IMPROVEMENT DISTRICT**

**Recommendation of
Work Authorization/Proposed Services
*(if applicable)***

BOGGY CREEK IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Boggy Creek Improvement District Maps

Brief Description: Mapping of 2018 County Tax Parcels for Special Assessments

Name of Consultant / Vendor: Donald W. McIntosh Associates, Inc.

Is this work pursuant to an existing Agreement? Yes No

If so, name and date of Agreement: Master Agreement

Is this project included in the District Capital Improvement Plan? Yes No

Are the services required contemplated in the Capital Improvement Plan? Yes No

Is this a continuation of previously authorized work? Yes No

Proposal attached: Yes No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 1,600.⁰⁰

Recommendation: Approve Deny

By: 
Larry Kaufmann, Chairman
Boggy Creek Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton



July 25, 2018

**DONALD W. MCINTOSH
ASSOCIATES, INC.**

Mr. Richard Levey, Chairman
Board of Supervisors
Boggy Creek Improvement District
12051 Corporate Boulevard
Orlando, FL 32817

Subject: Boggy Creek Improvement District
Assist with Mapping of Orange County Tax Parcels for 2018 Special
Assessments
DWMA Job No. 18105 (001)

Dear Mr. Levey:

As requested by Michelle Rencoret and Dan Byrnes, Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this work authorization to provide professional surveying services to the Boggy Creek Improvement District ("CLIENT") for the preparation of mapping of Lake Nona Land Company tax parcels within the Boggy Creek Improvement District based on information provided to DWMA from the Orange County Property Appraiser's (OCPA) office ("Project"). This request for services does not include the preparation of legal descriptions, review of legal descriptions prepared by others and the review of the deeds to confirm the data provided by the OCPA is correct. All terms and conditions will remain as set forth in our Agreement for Engineering Services with Boggy Creek Improvement District dated September 8, 2003.

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

PROFESSIONAL SURVEYING & MAPPING

A.	BOGGY CREEK IMPROVEMENT DISTRICT ASSIST WITH MAPPING TAX PARCELS - Preparation of mapping of Lake Nona Land Company tax parcels within the Boggy Creek Improvement District based on information provided to DWMA from the Orange County Property Appraiser's (OCPA) office ("Project"). This request for services does not include the preparation of legal descriptions, review of legal descriptions prepared by others and the review of the deeds to confirm the data provided by the OCPA is correct. 001	\$1,600.00
TOTAL		\$1,600.00

PAYMENT OF FEES & REIMBURSABLE EXPENSES

DWMA will be compensated for this work at the quoted lump sum amount or at the hourly rates and direct costs established pursuant to the Contract. This proposal does not include any permitting fees that are the responsibility of the CLIENT. This change to the scope of work detailed herein does not preclude DWMA from receiving additional compensation for services beyond the proposal's written scope, especially changes to the project, plan or requested services beyond those listed herein.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

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Boggy Creek Improvement District

Assist with Mapping of Orange County Tax Parcels for 2018 Special Assessments

DWMA Job No. 18105 (001)

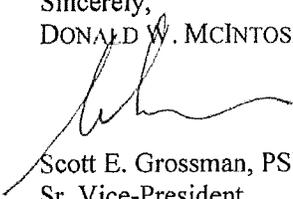
July 25, 2018

Page 2 of 2

This Work Scope Authorization, together with the Contract, represents the entire understanding between Boggy Creek Improvement District and Donald W. McIntosh Associates, Inc. (Consultant) with regard to the referenced Work Authorization.

If you wish to accept this Work Authorization, please sign where indicated and return one complete copy to our office (executed electronic scanned copies are acceptable). Upon receipt, we will promptly schedule our services.

Sincerely,
DONALD W. MCINTOSH ASSOCIATES, INC.


Scott E. Grossman, PSM
Sr. Vice-President

APPROVED AND ACCEPTED

[Signature]

Authorized Representative of
Boggy Creek Improvement District

Date

PURSUANT TO FLORIDA STATUTE 558.003, AN INDIVIDUAL EMPLOYEE OR AGENT OF DONALD W. MCINTOSH ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

BOGGY CREEK IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Boggy Creek Improvement District Maps

Brief Description: Nemours Parkway Phase 7 - Construction Administration Services BCID

Portion of Project _____

Name of Consultant / Vendor: Donald W. McIntosh Associates, Inc.

Is this work pursuant to an existing Agreement? Yes No

If so, name and date of Agreement: Master Agreement

Is this project included in the District Capital Improvement Plan? Yes No

Are the services required contemplated in the Capital Improvement Plan? Yes No

Is this a continuation of previously authorized work? Yes No

Proposal attached: Yes No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 19,270.00

Recommendation: Approve Deny

By: 
Larry Kaufmann, Chairman
Boggy Creek Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton



August 23, 2018

**DONALD W. McINTOSH
ASSOCIATES, INC.**

Boggy Creek Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817

**Subject: Nemours Parkway Phase 7 – Construction Phase Services – BCID Portion
DWMA Job No. 18128 (001-015)**

Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit this work authorization to provide construction phase services for the Boggy Creek Improvement District (DISTRICT). We will provide these services pursuant to our current agreement dated September 8, 2003, (“Engineering Agreement”) as follows:

I. Scope of Work

CIVIL ENGINEERS

CONSTRUCTION PHASE SERVICES

LAND PLANNERS

The scope of this work authorization includes professional services throughout the construction of the Project as detailed below and related to the ±500-foot long portion of Nemours Parkway Phase 7 lying within the limits of the DISTRICT.

SURVEYORS

The following scope of Construction Phase Services includes primarily those services necessary for final project certification(s). Services beyond those listed may be provided as Additional Services under a separate Work Authorization, and may in some instances be back-charged to the contractor by DISTRICT. The scope of construction phase services listed below assumes a construction schedule of eleven (11) months. Should the construction schedule exceed the assumed duration, or should the construction project or required certifications be phased, Additional Services may be required for certain items within the scope of services. This scope specifically excludes as-built surveys of constructed improvements (e.g., roads, utilities, stormwater facilities, grading, etc.). It is assumed that the DISTRICT’s contractor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA’s use and reliance in preparing project certifications and record drawings.

- A. PRECONSTRUCTION CONFERENCE – CITY – Coordination and attendance of City of Orlando project preconstruction conference. 001 \$300.00
- B. PRECONSTRUCTION CONFERENCE – OUC – Coordination and attendance of Orlando Utilities Commission (OUC) project preconstruction conference. 002 \$300.00
- C. SHOP DRAWING REVIEW - Review (one time) shop drawing information (limited to review for general conformance with the design intent and with information given in construction documents prepared by DWMA). Detailed geometric review along with means, methods, techniques, sequences or procedures of construction and all safety precautions is not included and remains Contractor's responsibility. 003 \$1,830.00

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

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Boggy Creek Improvement District
Nemours Parkway Phase 7 – Construction Phase Services – BCID Portion
DWMA Job No. 18128 (001-015)
August 23, 2018
Page 2 of 5

- D. CONTRACTOR PAY REQUESTS - Contractor payment requests, review and approvals (for construction related to DWMA designs) and pertinent site observation (based on one visit per month for an estimated 11-month construction schedule). 004 \$1,230.00
- E. SITE VISITS – Make site visits for observation of water, sanitary sewer and drainage system materials and construction for the specific purpose of providing certifications listed below. Visits are to be at discretion of DWMA based on Contractor’s submitted construction schedule for various elements. Schedule to be required and kept current by Contractor. The estimated fee is based approximately 4 site visits per month over an estimated 11-month construction schedule. (If more than 44 site visits are required, exclusive of those associated with pay applications, additional site visits will be billed as Additional Services under the terms of this Agreement, as authorized by DISTRICT.) 005 \$4,980.00
- F. FDEP CERTIFICATIONS – Provide Florida Department of Environmental Protection (FDEP) standard form certification of completion for potable water and sanitary sewer permits (one certification each for the entire Nemours Parkway Phase 7 construction project). Contractor to provide information and testing as follows:
- Water system pressure test
 - Water system bacteriological testing and reports
 - Sanitary sewer system leakage testing/lamping/televising
 - Sanitary sewer force main pressure test
 - Sanitary sewer lift station startup report
 - As-built surveys and related as-built utility asset tables, signed and sealed by registered surveyor retained by DISTRICT’s contractor. 006 \$1,260.00
- G. SFWMD CERTIFICATION – Provide certification as required by the South Florida Water Management District (SFWMD) permit conditions for the entire Nemours Parkway Phase 7 construction project. Contractor’s as-built surveys must be furnished to DWMA. If a substantial deviation exists between approved plans and record drawings, an additional as-built survey by DWMA may be required (which would be additional services). 007 \$970.00
- H. FINAL PROJECT CERTIFICATION – Provide final project certification for the entire Nemours Parkway Phase 7 construction project to the City of Orlando and coordination of lift station final approval. 008 \$950.00

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Boggy Creek Improvement District
Nemours Parkway Phase 7 – Construction Phase Services – BCID Portion
DWMA Job No. 18128 (001-015)
August 23, 2018
Page 3 of 5

I. PROGRESS MEETINGS - Attend construction progress meetings with contractor and owner to review construction activity and assist with construction issues. Fee estimate based on an estimated 11-month construction schedule with pro-rated meeting attendance as follows: 4 meetings per month for 5-months 2 meetings per month for 6-months	009	\$2,150.00
J. CONTRACTOR CHANGE ORDER PROCESSING – Review and assistance with Contractor change orders.	010	\$1,100.00
K. CONTRACTOR RFI PROCESSING – Review and respond to Contractor Requests for Information (RFI).	011	\$620.00
L. CDD MATERIALS MANAGEMENT – Assistance with tracking and management of CDD-purchased construction materials.	012	\$700.00
M. CONSULTANT COORDINATION – Coordination of geotechnical, hardscape, landscape and other consultants during construction phase of project.	013	\$490.00
N. RECORD DRAWINGS – Preparation of “Record Drawings” from contractor furnished as-built survey data. The Record Drawings include preparation of updated CAD files to City of Orlando specifications with the as-built measurements reflected on the plan and profile and master utility sheets.	014	\$1,990.00
O. STAKE CENTERLINE CONTROL AND BENCHMARKS FOR CONTRACTOR – Final stake (one time) the proposed right-of-way centerline control points (i.e., PCs, PTs, etc.) and set site benchmarks for the construction of the project.	015	\$400.00
TOTAL		\$19,270.00

II. Compensation

Engineer will be compensated for this work at the fixed fee indicated above or at the hourly rates established pursuant to the Engineering Agreement.

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Boggy Creek Improvement District
Nemours Parkway Phase 7 – Construction Phase Services – BCID Portion
DWMA Job No. 18128 (001-015)
August 23, 2018
Page 4 of 5

III. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

ASSUMPTIONS AND EXCLUSIONS:

Services provided herein are based upon the following assumptions:

- The scope of construction phase services contained herein specifically excludes as-built surveys of constructed improvements (e.g., roads, utilities, stormwater facilities, etc.). It is assumed that the DISTRICT's contractor and/or surveyor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA's use and reliance in preparing project certifications and record drawings. Any as-built surveys required to be performed by DWMA due to failure of contractor's surveyor to provide accurate and complete survey data will be invoiced on an hourly basis in accordance with the Engineering Agreement and would ideally be back-charged to the contractor by DISTRICT.
- DWMA review of inspection videos for sanitary mains and laterals is not included based on the understanding that the video inspection and review will be performed by the City of Orlando Wastewater Division. If DWMA review of the sanitary inspection videos is required by the City, such review will be provided as additional services.
- Construction phase services for systems designed and permitted by others are not included.
- Construction phase retesting resulting from failures or no-shows, and therefore requiring additional site visits, shall be additional services and is not included in the scope of this agreement. Such services will be invoiced on an hourly basis in accordance with the Engineering Agreement and would ideally be back-charged to the contractor by DISTRICT.
- DWMA work product will be prepared digitally in AutoCAD Civil3D 2018 or later format.

The scope of services contained in this Work Authorization is limited to those items listed herein and specifically excludes services related to the following:

- Structural, geotechnical and/or hazardous materials consultation.
- Assistance with National Pollutant Discharge Elimination System (NPDES) permit
- Staking of front lot corners for construction
- Easements dedicated to the seller or to a special district

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Boggy Creek Improvement District

Nemours Parkway Phase 7 – Construction Phase Services – BCID Portion

DWMA Job No. 18128 (001-015)

August 23, 2018

Page 5 of 5

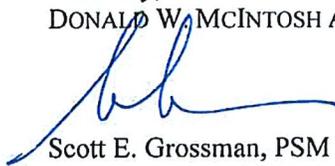
- Applications to the Federal Emergency Management for Letter(s) of Map Change or collection of data, including as-built surveys, in support thereof
- Provision of customized digital data files to DISTRICT, DISTRICT's consultants and/or DISTRICT's contractor
- Permit fees

Some of these services may be provided as Additional Services on a case-by-case basis, if required.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Boggy Creek Improvement District and Donald W. McIntosh Associates, Inc. (Engineer) with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Donald W. McIntosh Associates, Inc.

Sincerely,
DONALD W. MCINTOSH ASSOCIATES, INC.



Scott E. Grossman, PSM
Senior Vice President

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Boggy Creek Improvement District

Date: _____

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

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**BOGGY CREEK
IMPROVEMENT DISTRICT**

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

Boggy Creek Improvement District

Statement of Activities

As of 7/31/2018

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Revenues</u>					
Off-Roll Assessments	\$696,000.00				\$696,000.00
Other Income & Other Financing Sources	9.00				9.00
Inter-Fund Transfers In	881.72				881.72
Other Assessments		\$3,986,415.16			3,986,415.16
Inter-Fund Group Transfers In		(7,052.25)			(7,052.25)
Debt Proceeds		38,415.18			38,415.18
Developer Contributions			\$2,560,145.98		2,560,145.98
Other Income & Other Financing Sources			99,919.83		99,919.83
Inter-Fund Transfers In			6,170.53		6,170.53
Debt Proceeds			303,350.00		303,350.00
Total Revenues	\$696,890.72	\$4,017,778.09	\$2,969,586.34	\$0.00	\$7,684,255.15
<u>Expenses</u>					
Supervisor Fees	\$3,600.00				\$3,600.00
Public Officials' Liability Insurance	3,250.00				3,250.00
Trustee Services	2,693.75				2,693.75
Management	29,166.70				29,166.70
Engineering	9,066.25				9,066.25
District Counsel	18,006.82				18,006.82
Audit	3,823.00				3,823.00
Travel and Per Diem	246.69				246.69
Telephone	246.73				246.73
Postage & Shipping	230.81				230.81
Copies	1,662.00				1,662.00
Legal Advertising	1,827.59				1,827.59
Miscellaneous	689.99				689.99
Web Site Maintenance	1,082.99				1,082.99
Dues, Licenses, and Fees	175.00				175.00
Electric	1,291.46				1,291.46
Water Reclaimed	25,453.06				25,453.06
General Insurance	3,672.00				3,672.00
Property & Casualty	64.00				64.00
Irrigation	24,080.82				24,080.82

Boggy Creek Improvement District

Statement of Activities

As of 7/31/2018

	General	Debt Service	Capital Projects	General Long- Term Debt	Total
Landscaping Maintenance & Material	232,320.00				232,320.00
Landscape Improvements	9,652.60				9,652.60
Flower & Plant Replacement	23,082.01				23,082.01
Contingency	2,649.77				2,649.77
IME - Aquatics Maintenance	2,170.96				2,170.96
IME - Irrigation	1,882.55				1,882.55
IME - Landscaping	60,692.68				60,692.68
IME - Lighting	1,687.58				1,687.58
IME - Water Reclaimed	1,015.64				1,015.64
Streetlights	42,511.43				42,511.43
Principal Payment - A3 Bond		\$1,310,000.00			1,310,000.00
Interest Payments - A1 bond		2,676,531.26			2,676,531.26
Trustee Services			\$7,000.00		7,000.00
Management			202,500.00		202,500.00
Engineering			337,969.02		337,969.02
District Counsel			71,062.15		71,062.15
Trustee Counsel			5,250.00		5,250.00
Bond Counsel			26,000.00		26,000.00
Legal Advertising			1,111.73		1,111.73
Contingency			4,429,601.63		4,429,601.63
Total Expenses	\$507,994.88	\$3,986,531.26	\$5,080,494.53	\$0.00	\$9,575,020.67
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$68.27				\$68.27
Interest Income		\$6,551.73			6,551.73
Interest Income			\$1,816.76		1,816.76
Total Other Revenues (Expenses) & Gains (Losses)	\$68.27	\$6,551.73	\$1,816.76	\$0.00	\$8,436.76
Change In Net Assets	\$188,964.11	\$37,798.56	(\$2,109,091.43)	\$0.00	(\$1,882,328.76)
Net Assets At Beginning Of Year	(\$56,087.43)	\$3,954,738.62	\$1,968,118.75	\$0.00	\$5,866,769.94
Net Assets At End Of Year	\$132,876.68	\$3,992,537.18	(\$140,972.68)	\$0.00	\$3,984,441.18

Boggy Creek Improvement District
Statement of Financial Position
As of 7/31/2018

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$63,438.56				\$63,438.56
State Board of Administration	1,245.84				1,245.84
Due From Other Funds	480.56				480.56
Due From Other Governmental Units	15,431.01				15,431.01
Prepaid Expenses	1,571.35				1,571.35
Deposits	4,300.00				4,300.00
General Reserve	0.88				0.88
Infrastructure Capital Reserve	39,308.10				39,308.10
Interchange Maintenance Reserve	7,100.38				7,100.38
Debt Service Reserve Series 2013		\$3,954,031.25			3,954,031.25
Debt Service Reserve Series 2018		38,141.21			38,141.21
Revenue Series 2013		90.75			90.75
Interest Series 2018		273.97			273.97
General Checking Account			\$76,620.13		76,620.13
Acquisition/Construction Series 2013			2,492.38		2,492.38
Cost of Issuance Series 2018			30,039.90		30,039.90
Total Current Assets	\$132,876.68	\$3,992,537.18	\$109,152.41	\$0.00	\$4,234,566.27
<u>Investments</u>					
Amount Available in Debt Service Funds				\$3,992,537.18	\$3,992,537.18
Amount To Be Provided				71,922,462.82	71,922,462.82
Total Investments	\$0.00	\$0.00	\$0.00	\$75,915,000.00	\$75,915,000.00
Total Assets	\$132,876.68	\$3,992,537.18	\$109,152.41	\$75,915,000.00	\$80,149,566.27

Boggy Creek Improvement District
Statement of Financial Position
As of 7/31/2018

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable			\$63,745.51		\$63,745.51
Retainage Payable			185,899.02		185,899.02
Due To Other Funds			480.56		480.56
Total Current Liabilities	\$0.00	\$0.00	\$250,125.09	\$0.00	\$250,125.09
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$75,915,000.00	\$75,915,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$75,915,000.00	\$75,915,000.00
Total Liabilities	\$0.00	\$0.00	\$250,125.09	\$75,915,000.00	\$76,165,125.09
<u>Net Assets</u>					
Net Assets, Unrestricted	\$69,306.58				\$69,306.58
Current Year Net Assets, Unrestricted	881.72				881.72
Net Assets - General Government	(125,394.01)				(125,394.01)
Current Year Net Assets - General Government	188,082.39				188,082.39
Net Assets, Unrestricted		(\$4,119,295.41)			(4,119,295.41)
Current Year Net Assets, Unrestricted		37,798.56			37,798.56
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			(2,344,226.06)		(2,344,226.06)
Current Year Net Assets, Unrestricted			(2,109,091.43)		(2,109,091.43)
Net Assets - General Government			26,696,976.16		26,696,976.16
Total Net Assets	\$132,876.68	\$3,992,537.18	(\$140,972.68)	\$0.00	\$3,984,441.18
Total Liabilities and Net Assets	\$132,876.68	\$3,992,537.18	\$109,152.41	\$75,915,000.00	\$80,149,566.27

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 07/31/2018

	YTD Actual	YTD Budget	YTD Variance	FY 2018 Adopted Budget
<u>Revenues</u>				
Off-Roll Assessments	\$ 696,000.00	\$ 580,000.00	\$ 116,000.00	\$ 696,000.00
Other Income & Other Financing Sources	9.00	-	9.00	-
Net Revenues	\$ 696,009.00	\$ 580,000.00	\$ 116,009.00	\$ 696,000.00
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 3,600.00	\$ 4,000.00	\$ (400.00)	\$ 4,800.00
Financial & Administrative				
Public Officials' Liability Insurance	3,250.00	2,979.17	270.83	3,575.00
Trustee Services	2,693.75	1,666.67	1,027.08	2,000.00
Management	29,166.70	29,166.67	0.03	35,000.00
Engineering	3,458.75	8,333.33	(4,874.58)	10,000.00
Engineering (Public Facilities Report)	5,607.50	-	5,607.50	-
Dissemination Agent	-	4,166.67	(4,166.67)	5,000.00
District Counsel	18,006.82	25,000.00	(6,993.18)	30,000.00
Assessment Administration	-	6,250.00	(6,250.00)	7,500.00
Audit	3,823.00	3,200.00	623.00	3,840.00
Arbitrage Calculation	-	1,000.00	(1,000.00)	1,200.00
Travel and Per Diem	246.69	416.67	(169.98)	500.00
Telephone	246.73	208.33	38.40	250.00
Postage & Shipping	230.81	208.33	22.48	250.00
Copies	1,662.00	1,250.00	412.00	1,500.00
Legal Advertising	1,827.59	3,750.00	(1,922.41)	4,500.00
Bank Fees	-	41.67	(41.67)	50.00
Miscellaneous	689.99	2,500.00	(1,810.01)	3,000.00
Web Site Maintenance	1,082.99	1,041.67	41.32	1,250.00
Dues, Licenses, and Fees	175.00	145.83	29.17	175.00
Total General & Administrative Expenses	\$ 75,768.32	\$ 95,325.00	\$ (19,556.68)	\$ 114,390.00

Boggy Creek Improvement District
Budget to Actual
For the Month Ending 07/31/2018

	YTD Actual	YTD Budget	YTD Variance	FY 2018 Adopted Budget
<u>Field Operations Expenses</u>				
Electric Utility Services				
Electric	\$ 1,291.46	\$ 1,666.67	\$ (375.21)	\$ 2,000.00
Entry Lighting	-	416.67	(416.67)	500.00
Water-Sewer Combination Services				
Water Reclaimed	25,453.06	16,666.67	8,786.39	20,000.00
Stormwater Control				
Mitigation Area	-	4,166.67	(4,166.67)	5,000.00
Aquatic Contract	-	4,166.67	(4,166.67)	5,000.00
Other Physical Environment				
Equipment Rental	-	2,083.33	(2,083.33)	2,500.00
General Insurance	3,672.00	3,375.00	297.00	4,050.00
Property & Casualty	64.00	83.33	(19.33)	100.00
Other Insurance	-	625.00	(625.00)	750.00
Irrigation	24,080.82	33,333.33	(9,252.51)	40,000.00
Landscaping Maintenance & Material	232,320.00	233,644.44	(1,324.44)	280,373.33
Landscape Improvements	9,652.60	4,166.67	5,485.93	5,000.00
Tree Trimming	-	4,166.67	(4,166.67)	5,000.00
Flower & Plant Replacement	23,082.01	16,666.67	6,415.34	20,000.00
Contingency	2,649.77	4,601.58	(1,951.81)	5,521.90
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	2,170.96	2,870.83	(699.87)	3,445.00
IME - Irrigation	1,882.55	27,083.33	(25,200.78)	32,500.00
IME - Landscaping	60,692.68	66,394.25	(5,701.57)	79,673.10
IME - Lighting	1,687.58	2,031.25	(343.67)	2,437.50
IME - Miscellaneous	-	677.08	(677.08)	812.50
IME - Water Reclaimed	1,015.64	2,708.33	(1,692.69)	3,250.00
Road & Street Facilities				
Entry and Wall Maintenance	-	4,166.67	(4,166.67)	5,000.00
Streetlights	42,511.43	29,166.67	13,344.76	35,000.00
Parks & Recreation				
Personnel Leasing Agreement	-	1,100.00	(1,100.00)	1,320.00
Reserves				
Infrastructure Capital Reserve	-	16,805.56	(16,805.56)	20,166.67
Interchange Maintenance Reserve	-	1,966.67	(1,966.67)	2,360.00
Total Field Operations Expenses	\$ 432,226.56	\$ 484,800.00	\$ (52,573.44)	\$ 581,760.00
Total Expenses	\$ 507,994.88	\$ 580,125.00	\$ (72,130.12)	\$ 696,150.00
Income (Loss) from Operations	\$ 188,014.12	\$ (125.00)	\$ 188,139.12	\$ (150.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 68.27	\$ 125.00	\$ (56.73)	\$ 150.00
Total Other Income (Expense)	\$ 68.27	\$ 125.00	\$ (56.73)	\$ 150.00
Net Income (Loss)	\$ 188,082.39	\$ -	\$ 188,082.39	\$ -

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 07/31/2018

	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	YTD Actual
Revenues											
Off-Roll Assessments	\$ 56,905.41	\$ 291,094.68	\$ -	\$ 43,559.17	\$ 1,958.98	\$ 128,481.92	\$ -	\$ 168,249.63	\$ 5,750.21	\$ -	\$ 696,000.00
Other Income & Other Financing Sources	-	-	-	-	-	-	9.00	-	-	-	9.00
Net Revenues	\$ 56,905.41	\$ 291,094.68	\$ -	\$ 43,559.17	\$ 1,958.98	\$ 128,481.92	\$ 9.00	\$ 168,249.63	\$ 5,750.21	\$ -	\$ 696,009.00
General & Administrative Expenses											
Legislative											
Supervisor Fees	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 800.00	\$ 200.00	\$ 400.00	\$ 400.00	\$ 200.00	\$ -	\$ 3,600.00
Financial & Administrative											
Public Officials' Liability Insurance	3,250.00	-	-	-	-	-	-	-	-	-	3,250.00
Trustee Services	1,571.35	-	-	-	-	-	-	-	1,122.40	-	2,693.75
Management	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	29,166.70
Engineering	-	300.00	-	300.00	900.00	365.00	581.25	450.00	450.00	112.50	3,458.75
Engineering (Public Facilities Report)	-	-	3,622.50	1,985.00	-	-	-	-	-	-	5,607.50
Dissemination Agent	-	-	-	-	-	-	-	-	-	-	-
District Counsel	-	-	1,716.64	1,882.04	1,877.80	5,484.85	-	2,673.60	4,371.89	-	18,006.82
Assessment Administration	-	-	-	-	-	-	-	-	-	-	-
Audit	-	-	23.00	500.00	-	-	2,500.00	800.00	-	-	3,823.00
Arbitrage Calculation	-	-	-	-	-	-	-	-	-	-	-
Travel and Per Diem	-	13.41	13.41	17.69	80.32	49.62	22.63	13.63	17.99	17.99	246.69
Telephone	-	-	13.35	-	66.43	28.57	40.63	26.08	-	71.67	246.73
Postage & Shipping	-	3.22	31.26	-	88.82	20.70	6.58	29.00	26.60	24.63	230.81
Copies	-	519.00	147.00	-	336.00	223.50	169.50	-	267.00	-	1,662.00
Legal Advertising	248.75	200.67	196.25	196.25	-	400.67	196.25	200.00	188.75	-	1,827.59
Bank Fees	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	21.00	-	-	-	-	-	668.99	689.99
Web Site Maintenance	120.00	105.00	105.00	105.00	105.00	105.00	105.00	122.99	105.00	105.00	1,082.99
Dues, Licenses, and Fees	175.00	-	-	-	-	-	-	-	-	-	175.00
Total General & Administrative Expenses	\$ 8,681.77	\$ 4,457.97	\$ 9,185.08	\$ 8,323.65	\$ 7,171.04	\$ 9,794.58	\$ 6,938.51	\$ 7,631.97	\$ 9,666.30	\$ 3,917.45	\$ 75,768.32
Field Operations											
Electric Utility Services											
Electric	\$ -	\$ -	\$ 163.37	\$ 164.29	\$ 161.22	\$ 287.73	\$ -	\$ 343.86	\$ -	\$ 170.99	\$ 1,291.46
Entry Lighting	-	-	-	-	-	-	-	-	-	-	-
Water-Sewer Combination Services											
Water Reclaimed	-	-	1,468.78	2,916.00	3,650.43	5,922.37	-	7,883.34	-	3,612.14	25,453.06
Stormwater Control											
Mitigation Area	-	-	-	-	-	-	-	-	-	-	-
Aquatic Contract	-	-	-	-	-	-	-	-	-	-	-

Boggy Creek Improvement District
Budget to Actual
For the Month Ending 07/31/2018

	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	YTD Actual
Other Physical Environment											
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-
General Insurance	3,672.00	-	-	-	-	-	-	-	-	-	3,672.00
Property & Casualty Insurance	64.00	-	-	-	-	-	-	-	-	-	64.00
Other Insurance	-	-	-	-	-	-	-	-	-	-	-
Irrigation	-	2,993.75	1,116.50	3,195.25	615.25	5,670.75	1,333.25	635.42	6,001.90	2,518.75	24,080.82
Landscaping Maintenance & Material	23,202.00	23,202.00	23,502.00	23,202.00	23,202.00	23,202.00	23,202.00	23,202.00	23,202.00	23,202.00	232,320.00
Landscape Improvements	-	-	-	-	-	-	9,652.60	-	-	-	9,652.60
Tree Trimming	-	-	-	-	-	-	-	-	-	-	-
Flower & Plant Replacement	-	1,440.00	4,489.41	-	-	300.00	-	1,805.00	2,572.60	12,475.00	23,082.01
Contingency	-	-	-	-	1,339.77	-	-	1,310.00	-	-	2,649.77
Interchange Maintenance Expenses											
IME - Aquatics Maintenance	271.37	271.37	271.37	271.37	271.37	271.37	271.37	271.37	-	-	2,170.96
IME - Irrigation	-	1,654.00	-	-	-	-	-	-	135.93	92.62	1,882.55
IME - Landscaping	6,639.42	6,639.42	6,639.42	6,639.42	-	13,278.85	6,639.42	7,555.60	6,405.75	255.38	60,692.68
IME - Lighting	-	-	313.39	60.02	64.72	590.19	240.17	131.77	170.30	117.02	1,687.58
IME - Miscellaneous	-	-	-	-	-	-	-	-	-	-	-
IME - Water Reclaimed	-	-	5.16	68.40	69.29	317.77	-	302.29	-	252.73	1,015.64
Road & Street Facilities											
Entry and Wall Maintenance	-	-	-	-	-	-	-	-	-	-	-
Streetlights	-	162.50	8,005.69	4,514.94	4,829.33	10,009.74	81.25	10,035.07	162.50	4,710.41	42,511.43
Parks & Recreation											
Personnel Leasing Agreement	-	-	-	-	-	-	-	-	-	-	-
Reserves											
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-	-	-	-
Total Field Operations Expenses	\$ 33,848.79	\$ 36,363.04	\$ 45,975.09	\$ 41,031.69	\$ 34,203.38	\$ 59,850.77	\$ 41,420.06	\$ 53,475.72	\$ 38,650.98	\$ 47,407.04	\$ 432,226.56
Total Expenses	\$ 42,530.56	\$ 40,821.01	\$ 55,160.17	\$ 49,355.34	\$ 41,374.42	\$ 69,645.35	\$ 48,358.57	\$ 61,107.69	\$ 48,317.28	\$ 51,324.49	\$ 507,994.88
Income (Loss) from Operations	\$ 14,374.85	\$ 250,273.67	\$ (55,160.17)	\$ (5,796.17)	\$ (39,415.44)	\$ 58,836.57	\$ (48,349.57)	\$ 107,141.94	\$ (42,567.07)	\$ (51,324.49)	\$ 188,014.12
Other Income (Expense)											
Interest Income	\$ 5.57	\$ 6.55	\$ 6.80	\$ 6.95	\$ 5.98	\$ 6.46	\$ 6.78	\$ 5.47	\$ 5.52	\$ 12.19	\$ 68.27
Total Other Income (Expense)	\$ 5.57	\$ 6.55	\$ 6.80	\$ 6.95	\$ 5.98	\$ 6.46	\$ 6.78	\$ 5.47	\$ 5.52	\$ 12.19	\$ 68.27
Net Income (Loss)	\$ 14,380.42	\$ 250,280.22	\$ (55,153.37)	\$ (5,789.22)	\$ (39,409.46)	\$ 58,843.03	\$ (48,342.79)	\$ 107,147.41	\$ (42,561.55)	\$ (51,312.30)	\$ 188,082.39

**Boggy Creek Improvement District
Construction Tracking - mid-August**

	Amount
Series 2018 Bond Issue	
Original Construction Fund - Not To Exceed	\$ 25,000,000.00
Additions (Interest, Transfers from DSR, etc.)	-
Cumulative Draws Through Prior Month	-
	=====
Construction Funds Available	\$ 25,000,000.00
 Requisitions This Month	
Requisition 2018-001: Tavistock Development Company	\$ (2,560,145.98)
Requisition 2018-002: Dix.Hite + Partners	\$ (170.00)
Requisition 2018-003: Donald W. McIntosh Associates	\$ (31,832.28)
Requisition 2018-004: Ferguson Enterprises	\$ (5,688.00)
Requisition 2018-005: Hopping Green & Sams	\$ (1,598.00)
Requisition 2018-006: Jon M Hall Company	\$ (933,796.14)
Requisition 2018-007: LandDesign	\$ (27,024.96)
Requisition 2018-008: Orlando Sentinel	\$ (149.81)
Requisition 2018-009: Rinker	\$ (24,093.44)
Requisition 2018-010: Vanasse Hangen Brustlin	\$ (15,563.80)
Requisition 2018-011: Hopping Green & Sams	\$ (799.00)
Requisition 2018-012: Donald W. McIntosh Associates	\$ (19,632.93)
	=====
Total Requisitions This Month	\$ (3,620,494.34)
	=====
Construction Funds Remaining	\$ 21,379,505.66
 Committed Funding	
Lake Nona Nemours Parkway West and Lift Station No. 10 – Jon M. Hall Company	\$ (5,568,377.17)
Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way – Traffic Control De	(40,025.00)
Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way – Jon M. Hall Comp	(132,054.00)
Lake Nona Medical City Drive Phase 2 – Bids Due April 6, 2018	-
	=====
Total Committed Funding	\$ (5,740,456.17)
	=====
Net Uncommitted	15,639,049.49