

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT
DISTRICT**

**REGULAR MEETING
AGENDA**

March 8, 2016

Boynton Village Community Development District
2300 Glades Road, Suite 410W • Boca Raton, Florida 33431
Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-Free: (877) 276-0889

March 2, 2016

Board of Supervisors
Boynton Village Community Development District

Dear Board Members:

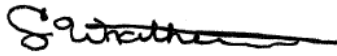
A Regular Meeting of the Boynton Village Community Development District's Board of Supervisors will be held on **Tuesday, March 8, 2016 at 10:15 a.m.**, at **2300 Glades Road, Suite 202E, Boca Raton, Florida 33431**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Discussion: First Amendment to Master Declaration of Covenants, Restrictions and Easements For Boynton Town Center
4. Approval of Minutes
 - A. **August 25, 2015** Regular Meeting
 - B. **February 9, 2016** Regular Meeting
 - C. **February 23, 2016** Regular Meeting
5. Other Business
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
 - i. Approval of Unaudited Financial Statements as of January 31, 2016
 - ii. **NEXT MEETING: March 22, 2016 at 10:15 A.M.**
7. Supervisors' Requests
8. Adjournment

*Board of Supervisors
Boynton Village Community Development District
March 8, 2016, Regular Meeting Agenda
Page 2*

Should you have any questions, please do not hesitate to contact me directly at 561-719-8675.

Sincerely,



Craig A. Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF
TO ATTEND BY TELEPHONE:

Call-in number: 1-888-354-0094
Conference ID: 2144145

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

**FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR BOYNTON TOWN CENTER**

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR BOYNTON TOWN CENTER (this “**First Amendment**”) is made by the Boynton Town Center Master Association, Inc., a Florida not-for-profit corporation (“**Association**”) and is joined by the Boynton Village Community Development District (the “**CDD**”).

RECITALS

- A. That certain Master Declaration of Covenants, Restrictions and Easements for Boynton Town Center was recorded in Official Records Book 19557, Page 21 of the Public Records of Palm Beach County, Florida (including all exhibits thereto, the “**Original Declaration**”) respecting the mixed-use community known as Boynton Town Center consisting primarily of nonresidential uses, with commercial uses being 44.155 acres, and residential uses being 42.019 acres.
- B. Section 15.5 of the Original Declaration provides that the Declaration may be amended by the Association upon the written approval of not less than 51% of the voting interests of the Association.
- C. Based on various changes in circumstances and conditions in the Project, including the replat of the Residential Parcels of Boynton Town Center by the Cortina PUD Replat Two recorded in Plat Book ____, Page ____ of the Public Records of Palm Beach County, Florida, the Association desires to amend the Original Declaration.
- D. The Owner of the Residential Parcels (defined herein and set forth in **Exhibit A-1**) and the Owner of the Congress Tract (set forth in **Exhibit A-1**) collectively hold eighty-three percent (83%) of the voting interests of the Association and, as indicated in the attached certificate and written approvals, the Direct Owners of the Residential Parcels and the Congress Tract have approved this amendment to the Original Declaration as set forth in this First Amendment

NOW THEREFORE, the Association hereby declares that every portion of Boynton Town Center is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions set forth in the Original Declaration, as amended by this First Amendment.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
2. Conflicts. In the event that there is a conflict between this First Amendment and the Original Declaration, this First Amendment shall control. Whenever possible, this First
3. Definitions. All initially capitalized terms not defined in this First Amendment shall have the meanings set forth in the Original Declaration, and the following Amendment and the Original Declaration shall be construed as a single document. Except as amended and modified by this First Amendment, the Original Declaration shall remain in full force and effect. The following defined terms are hereby added to the Original Declaration or amended and replaced, as follows:

“Association Documents” shall mean the Declaration, the Articles and the Bylaws, all as amended from time to time.

“CDD” shall mean and refer to that certain community development district known as the Boynton Village Community Development District, all as more particularly described in Article 16 of the Original Declaration.

“Commercial Landscape Buffer” shall mean, collectively: (a) the Twenty Foot (20’) and Twenty-five Foot (25’) Landscape Buffer Easement adjacent to Congress Avenue; (b) the Fifteen Foot (15’) Landscape Buffer Easement adjacent to Old Boynton Road and west of Renaissance Commons Boulevard; and (c) the Twenty-Five Foot (25’) Landscape Buffer Easement adjacent to the C-16 Canal, all as shown on the Plat of Boynton Town Center, a P.C.D., according to the Plat thereof, recorded in Plat Book 106, Page 144 of the Public Records of Palm Beach County, Florida. The Residential Property shall have no access to, or responsibility for payment of any Common Expenses relating to, the Commercial Landscape Buffer, which Common Expenses shall be the sole responsibility of the Commercial Property Owner on whose property the particular portion of the Commercial Landscape Buffer lies or is adjacent, including the cost, management, administration, and contracting thereof without any involvement of the Association.

“Cortina Replat” shall mean the Cortina PUD Replat Two, recorded in Plat Book _____, Page _____, of the Public Records of Palm Beach County, Florida.

“Declaration” shall mean the Original Declaration as amended by this First Amendment, together with all future properly-adopted amendments and modifications thereof.

“Master Plat” shall mean the Plat of Boynton Town Center, a P.C.D, recorded in Plat Book 106, Page 144, of the Public Records of Palm Beach County, Florida.

“Multi-Family Tract” shall mean Tract A-3 of the Cortina PUD Replat Two, according to the Plat thereof, recorded in Plat Book ___, Page ___ of the Public Records of Palm Beach County, Florida.

“Plats” shall collectively mean and refer to the Cortina Replat and the Master Plat, and such other plats and replats of any portion of the Property as may in the future be recorded in the Public Records of Palm Beach County, from time to time. Each Owner, by acceptance of a deed to a Tract or Lot shall be deemed to be bound by and shall comply with each and every Plat restriction applicable to such Tract or Lot. The Association shall be empowered to enforce any Plat restriction as if the restriction were part of the Declaration.

“Residential Parcel” shall mean any Tract primarily intended for residential development. The Single Family Tract, the Wrap Tract and the Multi-Family Tract are each Residential Parcels.

“Single Family Tract” shall mean Tracts R-1, B-4, B-5, B-6, B-7 and D, and Lots 1-115, inclusive, of the Cortina PUD Replat Two, according to the Plat thereof, recorded in Plat Book ___, Page ___ of the Public Records of Palm Beach County, Florida.

“Tract” or **“Tracts”** shall mean, individually or collectively, as the context requires, the “Target Tract”, the “Congress Tract”, the “Wrap Tract”, the “Multi-Family Tract”, and the “Single Family Tract”.

“Wrap Tract” shall mean Tracts A-1, A-2, and R-2 of the Cortina PUD Replat Two, according to the Plat thereof, recorded in Plat Book ___, Page ___ of the Public Records of Palm Beach County, Florida.

4. Wrap Tract. All references in the Association Documents to the WR1 Tract are deleted and replaced with “Wrap Tract” and all rights and obligations of the WR1 Tract shall, from and after the date of this First Amendment, be wholly assumed by, and inure to benefit of, the Wrap Tract.

5. Multi-Family Tract. All references in the Association Documents to the WR2 Tract are deleted and replaced with “Multi-Family Tract” and all rights and obligations of the WR2 Tract shall, from and after the date of this First Amendment, be wholly assumed by, and inure to benefit of, by the Multi-Family Tract.

6. Single Family Tract. All references in the Association Documents to the Devco Tract are deleted and replaced with “Single Family Tract” and all rights and obligations of the Devco Tract shall, from and after the date of this First Amendment, be wholly assumed by, and inure to benefit of, the Single Family Tract.

7. Voting Rights. The second sentence of Section 4.1 of the Original Declaration is deleted and replaced with the following:

The number of votes the Voting Representative may cast shall total the number of votes allocated to the Tract(s) comprising such Neighborhood Association or Direct

Owner, as the case may be, which allocation is as follows: (i) Target Tract – 17 votes; (ii) Congress Tract – 33 votes; (iii) Wrap Tract – 11 votes; (iv) Multi-Family Tract – 16 votes; and (v) Single Family Tract – 23 Votes.

8. Assessment Allocations. The third sentence of Section 6.3(a) of the Original Declaration is deleted and replaced with the following sentences:

Except as otherwise provided with respect to the Commercial Landscape Buffer, as set forth in the definition above, the Tracts' respective proportionate shares of Assessments are as follows: (i) Target Tract – 17.54%; (ii) Congress Tract – 32.54%; (iii) Wrap Tract – 11.87%; (iv) Multi-Family Tract – 15.66%; and (v) Single Family Tract – 22.38%. The Property on which assessments shall be made shall be 84.173 net acres of the Plats, and excludes: (i) Tracts B-1, B-2, B-3, C, L-1, L-2 of the Cortina PUD Replat; (ii) the Renaissance Commons Boulevard Spine Road Tract, Tract C-1, and Tracts Z-1, Z-2, Z-3, Z-4, Z-5, Z-6, Z-7, and Z-8 of the Master Plat; and (iii) the lake tracts owned by the CDD located on SMU Parcel 5 and C3-Parcel 6 of the Master Plat. Except for any capital improvements to the Park Parcel as initially installed or constructed (which initial improvements are solely the cost of the BR Cortina Acquisition LLC), no additional capital improvements shall be constructed, installed or made to the Park Parcel ("Additional Park Improvements") without the written consent of the Owners of the Target Tract and the Congress Tract unless such Additional Park Improvements are made at no cost to the Owners of the Target Tract and Congress Tract, and the Owners of the Target Tract and Congress Tract shall have no responsibility for costs related to the operation, maintenance, repair, and replacement of such Additional Park Improvements. All costs relating to any Additional Park Improvements shall be identified separately in the Association's budget.

9. Deletion of Article 14. Article 14 of the Original Declaration, as well as the term "ARC" and its definition, are deleted in their entirety.

10. Park Parcel. All references to the "Park Parcel" in the Original Declaration shall mean Tract C of the Cortina PUD Replat Two, according to the Plat thereof, recorded in Plat Book ____, Page ____ of the Public Records of Palm Beach County, Florida.

11. Lake Parcel. All references to the "Lake Parcel" in the Original Declaration shall mean, collectively, Tracts L-1 and L-2 of the Cortina PUD Replat Two, according to the Plat thereof, recorded in Plat Book ____, Page ____ of the Public Records of Palm Beach County, Florida. The Lake Parcel shall be maintained by the CDD.

12. Exhibit A-1. Exhibit A-1 to the Original Declaration is deleted and replaced with Exhibit A-1 to this First Amendment.

13. Exhibit B. Exhibit B to the Original Declaration is deleted and replaced with Exhibit B to this First Amendment.

14. Turnover. The Association, and such parties joining into this First Amendment, acknowledge and agree to cooperate with the Declarant in order to effectuate the turnover of the

Association no later than sixty (60) days from the date this First Amendment is recorded in the Public Records of Palm Beach County, Florida.

15. Covenant. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this ____ day of _____, 201____.

WITNESSES:

BOYNTON TOWN CENTER MASTER ASSOCIATION, INC.,
a Florida not-for-profit corporation

Print Name: _____

By: _____
Name: _____
Title: _____

{SEAL}

Print Name: _____

STATE OF FLORIDA)
)SS.:
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 201____ by _____ as _____ of Boynton Town Center Master Association, a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name: _____

**WRITTEN APPROVAL OF
MORGUARD BOYNTON TOWN CENTER, INC.**

Morguard Boynton Town Center, Inc., a Delaware corporation authorized to do business in the State of Florida, holder of Thirty-Three Percent (33%) of the Membership votes of the Boynton Town Center Master Association, Inc., does hereby approve the First Amendment to the Master Declaration of Covenants, Restrictions and Easements for Boynton Town Center (the "**First Amendment**") to which this Written Approval is attached, all pursuant to the provisions of Section 15.5 of the Original Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Written Approval on this _____ day of February, 2016.

WITNESSES:

MORGUARD BOYNTON TOWN CENTER, INC., a Delaware corporation authorized to do Business in the State of Florida

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201____ by _____, as _____ of Morguard Boynton Town Center, Inc., a Delaware corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name _____

**WRITTEN APPROVAL OF
BR CORTINA ACQUISITION, LLC**

BR Cortina Acquisition LLC, a Delaware limited liability company, holder of Fifty Percent (50%) of the Membership votes of the Boynton Town Center Master Association, Inc., does hereby approve the First Amendment to the Master Declaration of Covenants, Restrictions and Easements for Boynton Town Center (the "**First Amendment**") to which this Written Approval is attached, all pursuant to the provisions of Section 15.5 of the Original Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Written Approval on this _____ day of February, 2016.

WITNESSES:

BR CORTINA ACQUISITION LLC,
a Delaware

limited liability company

By: Bridge Cortina Management, LLC
a Florida limited liability, its non-
member manager

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of February 2016, by _____, as _____ of Bridge Cortina Management, LLC, a Florida limited liability company, the non-member manager of BR Cortina Acquisition LLC, a Delaware limited liability company, who is personally known to me or has produced a _____ as identification, on behalf of the company.

My Commission expires:

Notary Public, State of Florida

Printed Name of Notary Public

**JOINDER AND WIAVER OF
1950 CONGRESS AVENUE, LLC**

1950 Congress Avenue, LLC, a Florida limited liability company (“**1950**”), hereby joins in and approves the First Amendment to the Master Declaration of Covenants, Restrictions and Easements for Boynton Town Center (the “**First Amendment**”) to which this Joinder and Wiaver is attached. Further, 1950 hereby: (1) represents and warrants that it has not assigned Declarant status to any person; (2) waives and disclaims any interest it may hold as Declarant it may enjoy pursuant to the Declaration; and, (3) specifically waives its voting rights pursuant to Section 4.5 of the Declaration effective June 2, 2011, *nunc pro tunc*. Nothing herein shall be construed as effecting complete Turnover or 1950’s obligation to complete Turnover, notwithstanding that there has been an election of officers by the Members of the Master Association. 1950 hereby agrees to undertake complete Turnover and to cooperate with the Members of the Master Association in completing Turnover. Upon Turnover being completed, 1950 shall have no further obligations or benefits as Declarant.

WITNESSES:

1950 CONGRESS AVENUE, LLC,
a dissolved Florida limited liability company

By: Sembler Family Partnership #35, Ltd., a
dissolved Florida limited partnership, its
manager

Print Name: _____

By: Sembler Retail II, Inc., a Florida
corporation, its General Partner

Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA)
)SS.:
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 201____
by _____ as _____ of Sembler Retail II, Inc.,
a Florida corporation, general partner of Sembler Family Partnership # 35, Ltd., a dissolved
Florida limited partnership, manager of 1950 Congress Avenue, LLC, a dissolved Florida limited
liability company, who is personally known to me or who has produced
_____ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida
Print Name: _____

JOINDER

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Boynton Village Community Development District ("**CDD**") does hereby join in the First Amendment to the Master Declaration of Covenants, Restrictions and Easements for Boynton Town Center (the "**First Amendment**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The CDD acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment, as the CDD has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 201____.

WITNESSES:

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by _____, as _____ of the Boynton Village Community Development District, who is personally known to me or who has produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name _____

Certificate

The undersigned, the duly elected and acting President of Boynton Town Center Master Association, Inc., a Florida not-for-profit corporation (the "**Association**") does hereby certify that the First Amendment to Master Declaration of Covenants, Restrictions and Easements for Boynton Town Center and Amendment to By-Laws of Boynton Town Center Master Association, Inc. was duly approved by at least fifty-one percent (51%) and sixty-seven percent (67%), respectively, of the voting interests of the Association.

WITNESSES:

Print Name: _____ By: _____
Name: _____
Title: President

Print Name: _____

The undersigned, the Secretary of the Association, hereby certifies that _____ is the President of the Association and that he has the authority to execute this document.

WITNESSES:

Print Name: _____ By: _____
Name: _____
Title: Secretary

Print Name: _____

STATE OF FLORIDA)
) SS.:
COUNTY OF _____)

The foregoing Certificate was sworn to, subscribed and acknowledged before me this _____ day of _____, 2016, by _____, as Secretary of Boynton Town Center Master Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida
Print name: _____

EXHIBIT A-1

LEGAL DESCRIPTION OF TRACTS

Target Tract

Parcel “C3 – Parcel 3 - Target” of Boynton Town Center, a P.C.D., according to the Plat thereof, recorded in Plat Book 106, Page 144 of the Public Records of Palm Beach County, Florida.

Congress Tract

Parcels “SMU – Parcel 5 – Mixed Use”, “SMU – Parcel 6 – Mixed Use”, “SMU – Parcel 7 – Mixed Use”, “SMU – Parcel 8 – Mixed Use”, “C3 – Parcel 1 - Commercial”, “C3 – Parcel 2 - Commercial”, “C3 – Parcel 4 - Commercial”, “C3 – Parcel 5 - Commercial”, “C3 – Parcel 6 - Commercial”, “C3 – Parcel 7 - Commercial”, all of Boynton Town Center, a P.C.D., according to the Plat thereof, recorded in Plat Book 106, Page 144 of the Public Records of Palm Beach County, Florida

Wrap Tract

Tract A-1, Tract A-2, and Tract R-2 of the Cortina PUD Replat Two, according to the Plat thereof, recorded in Plat Book ____, Page ____ of the Public Records of Palm Beach County, Florida.

Multi-Family Tract

Tract A-3 of the Cortina PUD Replat Two, according to the Plat thereof, recorded in Plat Book ____, Page ____ of the Public Records of Palm Beach County, Florida.

Single Family Tract

Tracts R-1, B-4, B-5, B-6, B-7 and D, and Lots 1-115, inclusive, of the Cortina PUD Replat Two, according to the Plat thereof, recorded in Plat Book ____, Page ____ of the Public Records of Palm Beach County, Florida.

Spine Road Tract

Parcel “Renaissance Commons Boulevard Spine Road Tract” of Boynton Town Center, a P.C.D., according to the Plat thereof, recorded in Plat Book 106, Page 144 of the Public Records of Palm Beach County, Florida.

Lake Parcel

Tracts L-1 and L-2 of the Cortina PUD Replat Two, according to the Plat thereof, recorded in Plat Book ____, Page ____ of the Public Records of Palm Beach County, Florida.

Park Parcel

Tract C of the Cortina PUD Replat Two, according to the Plat thereof, recorded in Plat Book ____, Page ____ of the Public Records of Palm Beach County, Florida.

Pedestrian Greenway

Tracts B-1, B-2, and B-3 of the Cortina PUD Replat Two, according to the Plat thereof, recorded in Plat Book ____, Page ____ of the Public Records of Palm Beach County, Florida.

EXHIBIT B

LEGAL DESCRIPTIONS OF MASTER COMMON PROPERTIES

“Renaissance Commons Boulevard Spine Road Tract” of Boynton Town Center, a P.C.D., according to the Plat thereof, recorded in Plat Book 106, Page 144 of the Public Records of Palm Beach County, Florida.

AND

Tracts L-1 and L-2 of the Cortina PUD Replat Two, according to the Plat thereof, recorded in Plat Book ____, Page ____ of the Public Records of Palm Beach County, Florida.

AND

Tract C of the Cortina PUD Replat Two, according to the Plat thereof, recorded in Plat Book ____, Page ____ of the Public Records of Palm Beach County, Florida.

1 **MINUTES OF MEETING**
2 **BOYNTON VILLAGE**
3 **COMMUNITY DEVELOPMENT DISTRICT**
4

5 A Regular Meeting of the Boynton Village Community Development District’s Board of
6 Supervisors was held on **Tuesday, August 25, 2015 at 10:30 a.m., at 2300 Glades Road, Suite**
7 **202E, Boca Raton, Florida 33431.**

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9 **Present and constituting a quorum were:**

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11 Adam Freedman Chair
12 Gary Einfalt Assistant Secretary
13 Mike Oliveri Assistant Secretary
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15 **Also present were:**

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17 Craig Wrathell District Manager
18 Gerry Knight District Counsel
19 Jeff Schnars District Engineer
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22 **FIRST ORDER OF BUSINESS**

23 **Call to Order/Roll Call**

24 Mr. Wrathell called the meeting to order at 10:32 a.m., and noted, for the record, that
25 Supervisors Freedman, Einfalt and Oliveri were present, in person. Supervisors Gielda and
26 Smith were not present.

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28 **SECOND ORDER OF BUSINESS**

Public Comments

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30 There being no public comments, the next item followed.

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32 **THIRD ORDER OF BUSINESS**

**Consideration of BR Cortina Acquisition,
33 LLC Funding Agreements**

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35 **A. 2015 Project – SMU Improvements**

36 Mr. Knight presented a funding agreement between the developer, BR Cortina
37 Acquisition, LLC (BR Cortina), and the District, evidencing that BR Cortina will fund the
38 stormwater management improvements for the project, primarily the lakes. He noted that part of
39 the boundary of one lake is being filled in and expanded on the other side and a new small lake is

40 being excavated. Mr. Knight explained that, under the agreement, the District will undertake
41 filling the existing lake boundary and excavation of the new lake and BR Cortina will provide
42 funding, as the District has no remaining construction funds.

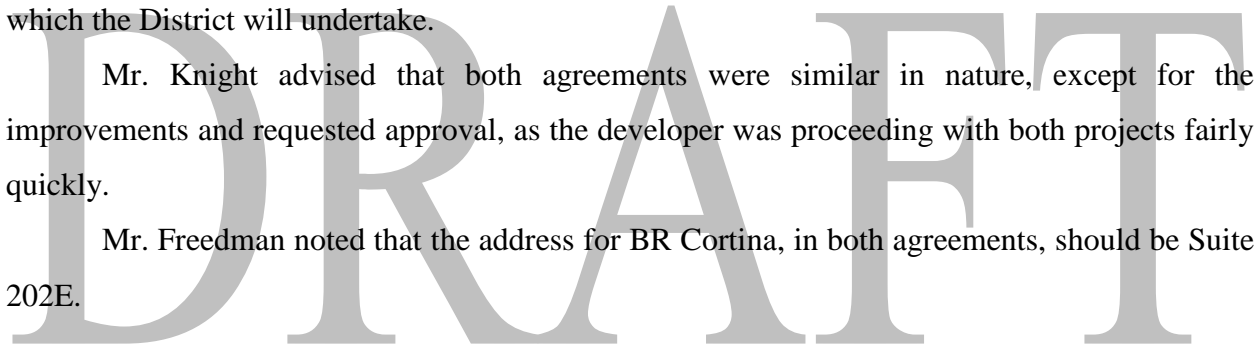
43 Mr. Knight advised that BR Cortina will provide future funding, as needed, and the
44 District would request draws for the amount needed to perform the work. In addition, BR
45 Cortina will provide a letter of credit to the District as security while the work proceeds, in the
46 event that BR Cortina fails to provide the funding necessary to complete the project; this is
47 necessary because, as a government agency, the District must have the funds available to enter
48 into the contract or the work cannot proceed.

49 **B. Traffic Signalization and Greenway**

50 Mr. Knight presented a funding agreement between BR Cortina and the District,
51 evidencing that BR Cortina will fund the traffic signalization and greenway improvements,
52 which the District will undertake.

53 Mr. Knight advised that both agreements were similar in nature, except for the
54 improvements and requested approval, as the developer was proceeding with both projects fairly
55 quickly.

56 Mr. Freedman noted that the address for BR Cortina, in both agreements, should be Suite
57 202E.



59 **On MOTION by Mr. Freedman and seconded by Mr. Oliveri,**
60 **with all in favor, the Funding Agreement with BR Cortina**
61 **Acquisition, LLC, for the 2015 SMU improvements, in**
62 **substantial form, was approved.**

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65 **On MOTION by Mr. Freedman and seconded by Mr. Oliveri,**
66 **with all in favor, the Funding Agreement with BR Cortina**
67 **Acquisition, LLC, for traffic signalization and greenway, in**
68 **substantial form, was approved.**

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75 **FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2015-6, Approving a Boynton Village Lake Conveyance Agreement Between the District and BR Cortina Acquisition LLC, a Delaware Limited Liability Company; Authorizing the Conveyance of Certain Real Property Interests and Related Documentation in Accordance with the Terms of the Agreement; Authorizing and Directing the Appropriate District Officials to take all Appropriate Action Required in Connection with Effectuating and Closing on the Conveyance of Such Property Interests; and Providing an Effective Date

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Mr. Knight presented Resolution 2015-6 for the Board’s consideration.

Mr. Freedman pointed out that the first “Whereas” clause refers to Osceola County. Mr. Knight confirmed that this was a typographical error.

Mr. Knight presented the Boynton Village Lake Conveyance Agreement between the District and BR Cortina, which is also known as the Land Swap Agreement, evidencing that the District is conveying a portion of the existing lake to the developer, in exchange for new land for the existing lake and the new lake being excavated. He noted that the land swap will occur after the plat is recorded.

Mr. Knight indicated that the resolution authorizes the District to approve the Lake Conveyance Agreement and authorizes District Officials to execute any documents required to effectuate the conveyance.

Mr. Wrathell asked if approval of the Lake Conveyance Agreement will be included as part of the motion to adopt the resolution. Mr. Knight replied affirmatively, as the Lake Conveyance Agreement is an exhibit to the resolution.

Mr. Knight requested that the Board adopt the resolution, as amended, changing Osceola County to Palm Beach County. Mr. Wrathell pointed out that the addresses in the Lake Conveyance Agreement were incorrect. Mr. Knight advised that the resolution will be adopted in substantial form.

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On MOTION by Mr. Freedman and seconded by Mr. Oliveri, with all in favor, Resolution 2015-6, Approving a Boynton Village Lake Conveyance Agreement Between the District and BR Cortina Acquisition LLC, a Delaware Limited Liability Company; Authorizing the Conveyance of Certain Real Property Interests and Related Documentation in Accordance with the Terms of the Agreement; Authorizing and Directing the Appropriate District Officials to take all Appropriate Action Required in Connection with Effectuating and Closing on the Conveyance of Such Property Interests; and Providing an Effective Date, in substantial form, was adopted.

FIFTH ORDER OF BUSINESS

Other Business

Mr. Knight advised that the Boundary Expansion Petition is progressing through the city and, hopefully, it will be on the City Commission agenda for its first reading at the first September meeting, with the second reading at the second September meeting.

Mr. Knight reported that the existing park property will be traded for land in the District and become the new city park, which will remain in the District. He prepared an interlocal agreement and sent it to the city because the city wanted a guarantee or representation from the District that the city will not have any obligations, as a result of the land being located within the District’s boundaries. Mr. Knight pointed out that the city has not responded but whatever the city approves will be provided at the September 8, 2015 meeting.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being nothing additional to report, the next item followed.

B. Engineer

There being no report, the next item followed.

C. Manager

i. UPCOMING MEETINGS:

- **September 8, 2015 at 10:30 A.M. (Public Hearing to Adopt Budget)**
- **September 22, 2015 at 10:30 A.M.**

146 Mr. Wrathell reported that the next meetings were scheduled for September 8 and
147 September 22, 2015 at 10:30 a.m., at this location.

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149 **SEVENTH ORDER OF BUSINESS** **Supervisors' Requests**

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151 There being no Supervisors' requests, the next item followed.

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153 **EIGHTH ORDER OF BUSINESS** **Adjournment**

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155 There being nothing further to discuss, the meeting adjourned.

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157 **On MOTION by Mr. Einfalt and seconded by Mr. Oliveri,**
158 **with all in favor, the meeting adjourned at 10:44 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

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1 **MINUTES OF MEETING**
2 **BOYNTON VILLAGE**
3 **COMMUNITY DEVELOPMENT DISTRICT**
4

5 A Regular Meeting of the Boynton Village Community Development District’s Board of
6 Supervisors was held on **Tuesday, February 9, 2016 at 10:15 a.m., at 2300 Glades Road, Suite**
7 **202E, Boca Raton, Florida 33431.**

8
9 **Present and constituting a quorum were:**

10 Adam Freedman	Chair
11 Jim Giolda	Vice Chair
12 Gary Einfalt	Assistant Secretary
13 Mike Oliveri	Assistant Secretary
14 Michael Smith (<i>via telephone</i>)	Assistant Secretary

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17 **Also present were:**

18 Craig Wrathell	District Manager
19 Cindy Cerbone	Wrathell, Hunt and Associates, LLC
20 Dennis Lyles	District Counsel
21 Jeff Schnars	District Engineer
22 John Markey	Developer
23 Bill Horowitz	Morguard

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27 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

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29 Mr. Wrathell called the meeting to order at 10:28 a.m., and noted, for the record, that
30 Supervisors Freedman, Giolda, Einfalt and Oliveri were present, in person. Supervisor Smith
31 was attending via telephone.

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33 **SECOND ORDER OF BUSINESS**

Public Comments

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35 There being no public comments, the next item followed.

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37 **THIRD ORDER OF BUSINESS**

Review & Approval of Plat Changes

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39 Mr. Freedman indicated that changes to the replat of the property, approved at a previous
40 meeting, will likely be made. The dedication of the Greenway plat, Tracts B1, B2 and B3, was
41 changed from the District to the Master Association, consistent with the existing plat. Lake

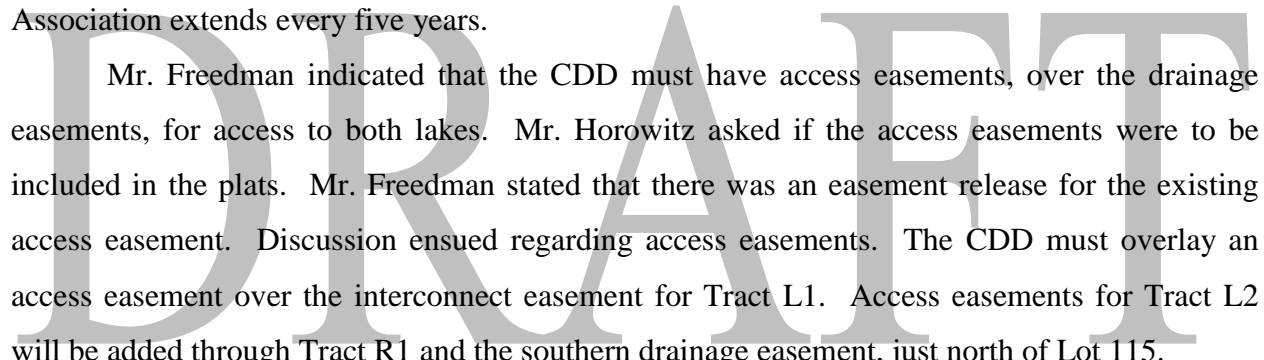
42 Tracts L1 and L2 will remain with the CDD, for water management, and, consistent with the
43 current plat, the roadway tracts will remain with the CDD.

44 In response to a question, Mr. Freedman stated that the maintenance easement over the
45 Greenway could be included in the plat dedication or as a separate instrument; however, it would
46 be easier to include the easements with the dedication, since they would be changed.

47 Mr. Lyles summarized that the Greenway was to be constructed with CDD funds and will
48 be maintained, in the future, by the CDD; the Master Association will own the Greenway and the
49 CDD will have a landscape, installation and maintenance easement and an access easement over
50 it. He did not see a legal impediment to this arrangement.

51 In response to Mr. Horowitz’s question, Mr. Freedman indicated that the CDD must have
52 the ability to maintain the Greenway if, for some reason, the Master Association was unable to
53 do so. Mr. Freedman advised that a maintenance agreement between the CDD and the Master
54 Association extends every five years.

55 Mr. Freedman indicated that the CDD must have access easements, over the drainage
56 easements, for access to both lakes. Mr. Horowitz asked if the access easements were to be
57 included in the plats. Mr. Freedman stated that there was an easement release for the existing
58 access easement. Discussion ensued regarding access easements. The CDD must overlay an
59 access easement over the interconnect easement for Tract L1. Access easements for Tract L2
60 will be added through Tract R1 and the southern drainage easement, just north of Lot 115.



On MOTION by Mr. Freedman and seconded by Mr. Giolda, with all in favor, the changes to Greenway Plat, Tracts B1, B2 and B3, and authorization for the Chair to execute, were approved.

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▪ **Ratification of Termination and Release of Easement**

****This item was an addition to the agenda****

Mr. Lyles indicated that the Termination and Release of Easement, approved and executed at the last meeting, would be rescinded. Mr. Freedman clarified that only the access easement was released by the CDD, not the interconnect easement.

Mr. Lyles advised that the executed Termination and Release of Easement was held in escrow and was not, yet, recorded.

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On MOTION by Mr. Freedman and seconded by Mr. Giolda, with all in favor, the executed Termination and Release of Easement, was rescinded.

On MOTION by Mr. Freedman and seconded by Mr. Einfalt, with all in favor, the Termination and Release of Access Easement, in substantial form, and authorization for the Chair to execute, subject to further legal review, were approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes

- A. January 12, 2016 Regular Meeting**
- B. January 26, 2016 Regular Meeting**

Mr. Wrathell presented the January 12, 2016 Regular Meeting and January 26, 2016 Regular Meeting Minutes and asked for any additions, deletions or corrections.

On MOTION by Mr. Oliveri and seconded by Mr. Einfalt with all in favor, the January 12, 2016 Regular Meeting and January 26, 2016 Regular Meeting Minutes, as presented, were approved.

FIFTH ORDER OF BUSINESS

Other Business

There being no other business, the next item followed.

SIXTH ORDER OF BUSINESS

Staff Reports

- A. Attorney**

There being nothing additional to report, the next item followed.

- B. Engineer**

Mr. Schnars will make the plat revisions, as directed, and redistribute the plat for signature.

- C. Manager**

- i. Approval of Unaudited Financial Statements as of December 31, 2015**

112 Mr. Wrathell presented the Unaudited Financial Statements as of December 31, 2015.
113 Page 2 reflected that assessment revenue collections were at 22%.

114 Mr. Horowitz noted that the assessment on the developer’s parcel was paid in November,
115 2015. Mr. Wrathell will review the current revenue collection level.

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**On MOTION by Mr. Freedman and seconded by Mr. Gielda,
with all in favor, the Unaudited Financial Statements as of
December 31, 2015, were approved.**

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ii. NEXT MEETING: February 23, 2016 at 10:15 A.M.

123 Mr. Wrathell reported that the next meeting will be held on February 23, 2016, at 10:15
124 a.m., at this location.

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SEVENTH ORDER OF BUSINESS

Supervisors’ Requests

There being no Supervisors’ requests, the next item followed.

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EIGHTH ORDER OF BUSINESS

Adjournment

There being no further business to discuss, the meeting adjourned.

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**On MOTION by Mr. Einfalt and seconded by Mr. Gielda, with
all in favor, the meeting adjourned at 10:46 a.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

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1 **MINUTES OF MEETING**
2 **BOYNTON VILLAGE**
3 **COMMUNITY DEVELOPMENT DISTRICT**
4

5 Public Hearings and a Regular Meeting of the Boynton Village Community Development
6 District's Board of Supervisors were held on **Tuesday, February 23, 2016 at 10:15 a.m.**, at
7 **2300 Glades Road, Suite 202E, Boca Raton, Florida 33431.**

8
9 **Present and constituting a quorum were:**

10
11 Adam Freedman Chair
12 Jim Giolda Vice Chair
13 Gary Einfalt Assistant Secretary
14 Mike Oliveri Assistant Secretary
15 Michael Smith (*via telephone*) Assistant Secretary
16

17 **Also present were:**

18
19 Craig Wrathell District Manager
20 Cindy Cerbone Wrathell, Hunt and Associates, LLC
21 Dennis Lyles District Counsel
22 Jeff Schnars District Engineer
23 John Markey Developer
24 Bill Horowitz Morguard
25 Richard Carlson Morguard
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28 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

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30 Mr. Wrathell called the meeting to order at 10:23 a.m., and noted, for the record, that
31 Supervisors Freedman, Giolda, Einfalt and Oliveri were present, in person. Supervisor Smith
32 was attending via telephone.
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34 **SECOND ORDER OF BUSINESS**

Public Comments

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36 There being no public comments, the next item followed.
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38 **THIRD ORDER OF BUSINESS**

**Public Hearing Regarding Adoption of
Uniform Method of Levy, Collection and
Enforcement of Non-Ad Valorem
Assessments**

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43 **A. Affidavit of Publication**

44 **B. Consideration of Resolution 2016-5, Confirming the Intent of the District to Use the**
 45 **Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem**
 46 **Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes;**
 47 **Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting**
 48 **Forth the Legal Description of the Real Property Within the District’s Jurisdictional**
 49 **Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem**
 50 **Assessments; Providing for Severability; Providing for Conflict and Providing for**
 51 **an Effective Date**

52 This item was presented following the Ninth Order of Business.

53

54 **FOURTH ORDER OF BUSINESS**

**Public Hearing to Consider the Adoption
 of an Assessment Roll and the Imposition
 of Special Assessments Relating to the
 Financing and Securing of Certain Public
 Improvements**

- 60 • *Hear testimony from the affected property owners as to the propriety and advisability of*
 61 *making the improvements and funding them with special assessments on the property.*
- 62 • *Thereafter, the governing authority shall meet as an equalizing board to hear any and*
 63 *all complaints as to the special assessments on a basis of justice and right.*

64 **A. Mailed Notice to Property Owners**

65 **B. Affidavit of Publication**

66 **C. Consideration of Resolution 2016-6, Authorizing District Projects for Construction**
 67 **and/or Acquisition of Infrastructure Improvements; Equalizing, Approving,**
 68 **Confirming, and Levying Special Assessments on Property Specially Benefitted By**
 69 **Such Projects To Pay the Cost Thereof; Providing For the Payment and the**
 70 **Collection of Such Special Assessments By the Methods Provided For By Chapters**
 71 **170, 190, and 197 Florida Statutes; Confirming The District’s Intention To Issue**
 72 **Special Assessment Bonds; Providing For True-Up Payments; Making Provisions**
 73 **Relating To The Transfer Of Real Property To Governmental Bodies; Providing**
 74 **For The Recording Of An Assessment Notice; Providing For Severability, Conflicts**
 75 **And An Effective Date**

76 This item was presented following the Ninth Order of Business.

77

78 **FIFTH ORDER OF BUSINESS**

**Ratification of Amendment to Interlocal
 Agreement with City of Boynton Beach,
 Florida**

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 82 Mr. Wrathell presented the previously executed Amendment to the Interlocal Agreement
 83 with the City of Boynton Beach, Florida. Mr. Lyles advised that ratification of the agreement
 84 was consistent with previous Board discussion.

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On MOTION by Mr. Giolda and seconded by Mr. Oliveri, with all in favor, the Amendment to Interlocal Agreement with City of Boynton Beach, Florida, was ratified.

SIXTH ORDER OF BUSINESS **Consideration of Agreement with Palm Beach County Information Systems Services**

Mr. Wrathell presented the Agreement with Palm Beach County Information Systems Services. An increased fee is being charged by the County, for assistance provided in the preparation of the assessment rolls and placement of the assessments on the tax bill. The District's total assessment revenues for Fiscal Year 2016 correspond with Tier 7 of the fee schedule, resulting in an annual charge of \$2,030. The fee will be included in the Fiscal Year 2017 budget.

On MOTION by Mr. Giolda and seconded by Mr. Einfalt, with all in favor, the Interlocal Agreement with Palm Beach County Information Systems Services, was approved.

SEVENTH ORDER OF BUSINESS **Authorization for Chair/Vice Chair to Execute Final Cortina PUD Replat Two**

Mr. Freedman presented the changes to the Cortina replat, as discussed at the last meeting. The CDD has access easements for Lake Tracts L1 and L2, an installation and maintenance easement over the Greenway, Tracts B1, B2 and B3, and an access easement over the Tract R2 roadway, for public parking.

Mr. Wrathell explained that the original development plan was developed years ago. The current developers purchased and reconfigured the property, making the replat necessary.

On MOTION by Mr. Giolda and seconded by Mr. Oliveri, with all in favor, authorization for Chair/Vice Chair to Execute Final Cortina PUD Replat Two, was approved.

EIGHTH ORDER OF BUSINESS **Other Business**

124 There being no other business, the next item followed.

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126 **NINTH ORDER OF BUSINESS**

Staff Reports

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128 **A. District Counsel**

129 There being no report, the next item followed.

130 **B. District Engineer**

131 There being no report, the next item followed.

132 **C. District Manager**

133 **i. NEXT MEETING: March 8, 2016 at 10:15 A.M.**

134 Mr. Wrathell indicated that the next regular meeting will be held on March 8, 2016, at
135 10:15 a.m., at this location.

136 **▪ Public Hearing Regarding Adoption of Uniform Method of Levy, Collection and**
137 **Enforcement of Non-Ad Valorem Assessments**

138 ****This item, previously the Third Order of Business, was presented out of order.****

139 Mr. Wrathell indicated that, because the land swap between the District and the City of
140 Boynton Beach was delayed, today’s Public Hearings and Regular Meeting will be recessed and
141 reconvened within seven days. Mr. Lyles stated that notice of the rescheduled Public Hearings
142 will be published prior to reconvening the Public Hearings. A 30-day notice is not required for
143 the rescheduled hearings, as all interested parties were properly noticed for today’s Public
144 Hearings.

145 **A. Affidavit of Publication**

146 The affidavit of publication for today’s Public Hearing was provided for informational
147 purposes.

148 **B. Consideration of Resolution 2016-5, Confirming the Intent of the District to Use the**
149 **Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem**
150 **Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes;**
151 **Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting**
152 **Forth the Legal Description of the Real Property Within the District’s Jurisdictional**
153 **Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem**
154 **Assessments; Providing for Severability; Providing for Conflict and Providing for**
155 **an Effective Date**

156 Mr. Wrathell presented Resolution 2016-5 for the Board’s consideration. He explained
157 that Resolution 2016-5 was related to the utilization of uniform methods of levying, collecting
158 and enforcing of non-ad valorem assessments.

159 *****Mr. Wrathell opened the Public Hearing.*****

160 Mr. Richard Carlson, of Morguard Boynton Town Center LLC (Morguard), asked if
161 affected assessments were on the residential components of the CDD. Mr. Wrathell confirmed
162 that only the A2 residential components would be affected by Resolution 2016-5.

164 **On MOTION by Mr. Oliveri and seconded by Mr. Freedman,**
165 **with all in favor, the Public Hearing Regarding Adoption of**
166 **Uniform Method of Levy, Collection and Enforcement of Non-**
167 **Ad Valorem Assessments, to be reconvened on March 1, 2016,**
168 **at 4 p.m., at this location, was recessed.**

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- **Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements**

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174 *****This item, previously the Fourth Order of Business, was presented out of order.*****

- *Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.*

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- *Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.*

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179 **A. Mailed Notice to Property Owners**

180 Mr. Wrathell presented the mailed notice to property owners.

181 **B. Affidavit of Publication**

182 Mr. Wrathell presented the affidavit of publication for today’s Public Hearings.

183 **C. Consideration of Resolution 2016-6, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefitted By Such Projects To Pay the Cost Thereof; Providing For the Payment and the Collection of Such Special Assessments By the Methods Provided For By Chapters 170, 190, and 197 Florida Statutes; Confirming The District’s Intention To Issue Special Assessment Bonds; Providing For True-Up Payments; Making Provisions Relating To The Transfer Of Real Property To Governmental Bodies; Providing For The Recording Of An Assessment Notice; Providing For Severability, Conflicts And An Effective Date**

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193 *****Mr. Wrathell opened the Public Hearing.*****

194 There was no testimony from affected property owners.

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On MOTION by Mr. Giolda and seconded by Mr. Einfalt, with all in favor, the Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements, to be reconvened on March 1, 2016, at 4 p.m., at this location, was recessed.

Mr. Lyles suggested mailing a supplemental notice to the affected property owners, notifying them of the rescheduled Public Hearing.

Mr. Wrathell reiterated that the Public Hearings and Regular Meeting will reconvene on March 1, 2016, at 4 p.m., at this location.

TENTH ORDER OF BUSINESS

Supervisors' Requests

There being no Supervisors' requests, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

There being no further business to discuss, the meeting recessed.

On MOTION by Mr. Giolda and seconded by Mr. Freedman, with all in favor, the Public Hearings and Regular Meeting recessed at 10:42 a.m., and will reconvene on March 1, 2016, at 4:00 p.m., at this location.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

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**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2016**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
JANUARY 31, 2016**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash - SunTrust	\$1,263,585	\$ -	\$ -	\$ 1,263,585
Investments - US Bank				
Revenue account - (A-1) 1950 Congress	-	108,783	-	108,783
Revenue account - (A-2) SFL Devco / WR1 & WR2	-	199,784	-	199,784
Reserve account - (A-1) 1950 Congress	-	231,215	-	231,215
Reserve account - (A-2) SFL Devco	-	811,848	-	811,848
Construction account	-	-	191	191
Due from other funds				
General	-	1,137,924	-	1,137,924
Debt service	139	-	-	139
Total assets	<u>\$1,263,724</u>	<u>\$2,489,554</u>	<u>\$ 191</u>	<u>\$ 3,753,469</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Due to other funds				
General	\$ -	\$ 139	\$ -	\$ 139
Debt service	1,137,924	-	-	1,137,924
Total liabilities	<u>1,137,924</u>	<u>139</u>	<u>-</u>	<u>1,138,063</u>
Fund balances:				
Restricted for:				
Debt service	-	2,489,415	-	2,489,415
Capital projects	-	-	191	191
Unassigned	125,800	-	-	125,800
Total fund balances	<u>125,800</u>	<u>2,489,415</u>	<u>191</u>	<u>2,615,406</u>
Total liabilities and fund balances	<u>\$ 1,263,724</u>	<u>\$ 2,489,554</u>	<u>\$ 191</u>	<u>\$ 3,753,469</u>

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2016**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 71,815	\$ 92,591	\$ 92,922	100%
Interest and miscellaneous	31	23,710	-	N/A
Total revenues	<u>71,846</u>	<u>116,301</u>	<u>92,922</u>	125%
EXPENDITURES				
Professional & administrative				
Supervisors	2,000	4,800	5,000	96%
Management	3,370	13,480	40,440	33%
Legal	4,362	13,554	9,000	151%
Engineering	2,723	2,723	28,000	10%
Audit	-	-	5,900	0%
Assessment roll preparation	917	3,667	11,000	33%
Arbitrage rebate calculation	-	-	1,200	0%
Dissemination agent	-	-	5,000	0%
Trustee	4,337	4,337	7,000	62%
Postage	-	-	750	0%
Legal advertising	4,410	5,057	1,000	506%
Annual district filing fee	-	175	175	100%
Insurance	-	5,665	5,665	100%
Office supplies	-	-	500	0%
Other current charges	48	188	750	25%
Website	-	1,337	500	267%
Total professional & administrative	<u>22,167</u>	<u>54,983</u>	<u>121,880</u>	45%
Other fees and charges				
Tax collector	719	927	968	96%
Property appraiser	-	-	74	0%
Total other fees and charges	<u>719</u>	<u>927</u>	<u>1,042</u>	89%
Total expenditures	<u>22,886</u>	<u>55,910</u>	<u>122,922</u>	45%
Excess/(deficiency) of revenues over/(under) expenditures	48,960	60,391	(30,000)	
Fund balances - beginning	76,840	65,409	69,671	
Fund balances - ending	<u>\$125,800</u>	<u>\$ 125,800</u>	<u>\$39,671</u>	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - SERIES 2007
FOR THE PERIOD ENDED JANUARY 31, 2016**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 885,702	\$ 1,141,942	\$ 1,143,806	100%
Interest	1	5	-	N/A
Total revenues	<u>885,703</u>	<u>1,141,947</u>	<u>1,143,806</u>	100%
EXPENDITURES				
Debt service				
Principal	-	-	300,000	0%
Interest	-	415,488	830,975	50%
Total debt service	<u>-</u>	<u>415,488</u>	<u>1,130,975</u>	37%
Other fees and charges				
Tax collector	8,857	11,418	11,915	96%
Property appraiser	-	-	916	0%
Total other fees and charges	<u>8,857</u>	<u>11,418</u>	<u>12,831</u>	89%
Total expenditures	<u>8,857</u>	<u>426,906</u>	<u>1,143,806</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	876,846	715,041	-	
Fund balances - beginning	1,612,569	1,774,374	1,767,705	
Fund balances - ending	<u>\$ 2,489,415</u>	<u>\$ 2,489,415</u>	<u>\$ 1,767,705</u>	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - SERIES 2007
FOR THE PERIOD ENDED JANUARY 31, 2016**

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES		
Developer Contributions	<u>\$ 10,054</u>	<u>\$ 10,054</u>
Total revenues	<u>10,054</u>	<u>10,054</u>
EXPENDITURES		
Capital outlay	<u>10,054</u>	<u>10,054</u>
Total expenditures	<u>10,054</u>	<u>10,054</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	<u>191</u>	<u>191</u>
Fund balances - ending	<u><u>\$ 191</u></u>	<u><u>\$ 191</u></u>