

BOYNTON VILLAGE

**COMMUNITY DEVELOPMENT
DISTRICT**

November 13, 2020

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

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

November 6, 2020

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Board of Supervisors
Boynton Village Community Development District

Dear Board Members:

The Board of Supervisors of the Boynton Village Community Development District will hold a Regular Meeting on November 13, 2020, *immediately following the Landowner's Meeting scheduled to commence at 9:00 a.m.*, at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Supervisor [SEAT 5] (*the following to be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
4. Consideration of Resolution 2021-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors for the District Held Pursuant to Section 190.006(2), Florida Statutes
5. Consideration of Resolution 2021-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Boynton Village Community Development District, and Providing for an Effective Date

6. Consideration of Resolution 2021-03, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2019, and Ending September 30, 2020
7. Consideration of Resolution 2021-04, Ratifying and Approving Actions Taken by the Board of Supervisors at Meetings Held Via Media Communications Technology Pursuant to Executive Order No. 20-69, as Amended and Extended, as a Result of the COVID-19 Pandemic
8. Update: Irrigation and Pump Station
9. Continued Discussion: Physical Security of Pump Station
10. Continued Discussion: Outstanding Repair and Maintenance Items
11. Consideration of First Amendment to Landscape Maintenance Services Agreement with The Osprey Group, Inc., d/b/a Osprey Landscape Contracting & Maintenance
12. Acceptance of Unaudited Financial Statements as of September 30, 2020
13. Approval of September 14, 2020 Virtual Public Hearing and Regular Meeting Minutes
14. Staff Reports
 - A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
 - B. District Engineer: *Schnars Engineering Corporation*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. Update: Traffic Control and Enforcement
 - II. NEXT MEETING DATE: December 9, 2020 at 2:00 P.M.

• QUORUM CHECK

SEAT 1	Richard Buck	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	Harvey Gonzalez	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3*		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4*		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5**		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

*Seats subject to November 3, 2020 General Election

**Seat subject to November 13, 2020 Landowners' Election

15. Public Comments

16. Supervisors' Requests

17. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 561-346-5294.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

Call-in number: 1-888-354-0094

Conference ID: 8518503

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2021-01

A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS FOR THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES

WHEREAS, pursuant to Section 190.006 Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of a Community Development District for the purpose of electing Supervisors for the Board of Supervisors of the District; and

WHEREAS, following proper publication of notice thereof, such landowners' meeting was held on November 13, 2020, at which the below recited person was duly elected by virtue of the votes cast in his/her respective favor; and

WHEREAS, the Board of Supervisors, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT;

1. The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in his/her favor as shown, to wit:

_____ Votes _____

2. In accordance with said statute, and by virtue of the number of votes cast for the Supervisor, he/she is declared to have been elected for the following term of office:

_____ four (4)-year term SEAT 5

3. Said term of office shall commence immediately upon the adoption of this Resolution.

PASSED AND ADOPTED this 13th day of November, 2020.

ATTEST:

**BOYNTON VILLAGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2021-02

A RESOLUTION DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Boynton Village Community Development District (“District”) is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Palm Beach County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT:

1. **DISTRICT OFFICERS.** The District officers are as follows:

_____ is appointed Chair

_____ is appointed Vice Chair

Craig Wrathell is appointed Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

Cindy Cerbone is appointed Assistant Secretary

Daniel Rom is appointed Assistant Secretary

Craig Wrathell is appointed Treasurer

Jeff Pinder is appointed Assistant Treasurer

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

Adopted this 13th day of November, 2020.

ATTEST:

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2021-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT
RELATING TO THE AMENDMENT OF THE ANNUAL BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND
ENDING SEPTEMBER 30, 2020**

WHEREAS, on September 11, 2019, pursuant to Resolution 2019-06, the Board of Supervisors (hereinafter referred to as the “Board”) of the Boynton Village Community Development District (hereinafter referred to as the “District”), adopted a Budget for Fiscal Year 2019/2020; and

WHEREAS, the Board desires to amend the previously adopted Fiscal Year 2019/2020 budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT:**

Section 1. The Fiscal Year 2019/2020 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2020 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 13th day of November, 2020.

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2020**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2020**

	Actual	Adopted Budget	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease)	Amended Budget
REVENUES					
Assessment levy: on-roll	\$ 150,506	\$ 150,340	\$ (166)	\$ 166	\$ 150,506
Interest and miscellaneous	117	-	(117)	117	117
Total revenues	<u>150,623</u>	<u>150,340</u>	<u>(283)</u>	<u>283</u>	<u>150,623</u>
EXPENDITURES					
Professional & administrative					
Supervisors	3,000	12,000	9,000	(9,000)	3,000
Management	43,551	43,551	-	-	43,551
Legal	9,604	15,000	5,396	-	15,000
Engineering	8,289	7,500	(789)	789	8,289
Audit	6,400	6,700	300	(300)	6,400
Assessment roll preparation	8,000	8,000	-	-	8,000
Arbitrage rebate calculation	2,250	1,200	(1,050)	1,050	2,250
Dissemination agent	3,500	3,500	-	-	3,500
Trustee	4,771	5,000	229	(229)	4,771
Postage	60	750	690	(690)	60
Legal advertising	1,741	1,500	(241)	241	1,741
Annual district filing fee	175	175	-	-	175
Insurance	5,922	6,356	434	(434)	5,922
Office supplies	-	500	500	(500)	-
Other current charges	655	750	95	(95)	655
Website: hosting and maintenance	705	705	-	-	705
Website: ADA compliance	199	200	1	(1)	199
Contingency	-	-	-	5,000	5,000
Total professional & administrative	<u>98,822</u>	<u>113,387</u>	<u>14,565</u>	<u>(4,169)</u>	<u>109,218</u>
Operating services					
Insurance: property	353	500	147	(147)	353
Repairs and maintenance					
Pump station	68,848	11,950	(56,898)	56,898	68,848
Bridge	-	500	500	(500)	-
Total operating services	<u>69,201</u>	<u>12,950</u>	<u>(56,251)</u>	<u>56,251</u>	<u>69,201</u>
Other fees and charges					
Tax collector	1,505	1,566	61	(61)	1,505
Information systems services	-	2,030	2,030	(2,030)	-
Property appraiser	150	38	(112)	112	150
Total other fees and charges	<u>1,655</u>	<u>3,634</u>	<u>1,979</u>	<u>(1,979)</u>	<u>1,655</u>
Total expenditures	<u>169,678</u>	<u>129,971</u>	<u>(39,707)</u>	<u>50,103</u>	<u>180,074</u>

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2020**

	Actual	Adopted Budget	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease)	Amended Budget
Excess/(deficiency) of revenues over/(under) expenditures	(19,055)	20,369	39,424	(49,820)	(29,451)
Fund balances - beginning	97,849	75,690	(22,159)	22,159	97,849
3 months working capital	37,510	37,510	-	-	37,510
Bridge	2,000	2,000	-	-	2,000
Irrigation/pump-station	13,750	13,750	-	-	13,750
Unassigned	25,534	42,799	17,265	(27,661)	15,138
Fund balances - ending	<u>\$ 78,794</u>	<u>\$ 96,059</u>	<u>\$ 17,265</u>	<u>\$ (27,661)</u>	<u>\$ 68,398</u>

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2021-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT RATIFYING AND APPROVING ACTIONS TAKEN BY THE BOARD OF SUPERVISORS AT MEETINGS HELD VIA MEDIA COMMUNICATIONS TECHNOLOGY PURSUANT TO EXECUTIVE ORDER NO. 20-69, AS AMENDED AND EXTENDED, AS A RESULT OF THE COVID-19 PANDEMIC

WHEREAS, the COVID-19 pandemic has significantly impacted the Boynton Village Community Development District (the “District”) and those residing and owning property within the boundaries of the District; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis (the “Governor”) issued Executive Order No. 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, the Governor issued Executive Order No. 20-52, declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, in a series of actions in March 2020, President Donald Trump, the Centers for Disease Control and Prevention (the “CDC”), and the White House Coronavirus Task Force have issued guidance advising individuals to adopt far-reaching social distancing measures recommending restrictions on mass gatherings and congregations, including public meetings; and

WHEREAS, on March 20, 2020, the Governor issued Executive Order No. 20-69 temporarily suspending the statutory requirement that a quorum be present in person at a specific public place, authorizing the use of media communications technology, such as telephonic and video conferencing, as provided in Section 120.54(5)(b)2, Florida Statutes; and

WHEREAS, Executive Order No. 20-69 was amended and extended by subsequent Executive Orders of Governor Ron DeSantis, including Executive Order No. 20-246, which extended the temporary suspension of the statutory requirement that a quorum be present at a specific place and authorizing the use of media communications technology, until November 1, 2020 at 12:01 AM; and

WHEREAS, on March 24, 2020, the Governor issued Executive Order No. 20-83, directing the State of Florida Surgeon General and State Health Officer to issue a public health advisory urging the public to avoid all social and recreational gatherings of ten or more people and urging those can work remotely to do so; and

WHEREAS, the Governor, on April 3, 2020, issued Executive Order No. 20-91 (later amended by Executive Order 20-92), directing that all persons in Florida shall limit their movements and personal interactions outside their home to those necessary to obtain or provide essential services or to conduct essential activities; and

WHEREAS, on May 13, 2020, June 10, 2020, and on September 14, 2020, the District Board of Supervisors met, pursuant to and under the authority of Executive Order No. 20-69, as amended and extended, utilizing media communications technology; and

WHEREAS, the District Board of Supervisors intends to ratify and approve those actions taken by the District Board of Supervisors at its meetings held via media communications technology on May 13, 2020, June 10, 2020, and on September 14, 2020; and

WHEREAS, due to the COVID-19 pandemic and the health concerns associated with securing signatures on certain instruments necessary for the District to conduct business, including, but not limited to, agreements, proposals, resolutions, and approved meeting minutes, in accordance with the authority granted in Chapter 668, Florida Statutes, the District may have utilized DocuSign or other acceptable electronic signature software to secure signatures the proper District officials; and

WHEREAS, the Board hereby finds and determines that the use of DocuSign or other acceptable electronic signature software pursuant to Chapter 668, Florida Statutes, if any, between March 9, 2020 and October 31, 2020, was necessary to properly conduct the business of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The above recitals are true and correct and incorporated herein as if set forth in full herein. The Executive Orders referenced herein are incorporated herein by reference.

Section 2. Those actions taken by the District Board of Supervisors at its meetings held pursuant to the authority of the Governor's Executive Order No. 20-69, as amended and extended, via media communications technology on May 13, 2020, June 10, 2020, and on September 14, 2020 are hereby ratified and approved.

Section 3. Any use by the District between March 9, 2020 and October 30, 2020 of DocuSign or other acceptable electronic signature software pursuant to Chapter 668, Florida Statutes, in order to secure the signature(s) of the proper District officials on those instruments necessary for the District to conduct business, including, but not limited to, agreements, proposals, resolutions, and approved meeting minutes, is hereby ratified and approved.

Section 4. All sections, or parts thereof, which conflict herewith, are, to the extent of such conflict, superseded and repealed. In the event that any portion of this Resolution is found to be unconstitutional or improper, it shall be severed herein and shall not affect the validity of the remaining portions of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 13th day of November, 2020, by the Board of Supervisors of the Boynton Village Community Development District.

ATTEST:

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair, Board of Supervisors

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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FIRST AMENDMENT TO LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS FIRST AMENDMENT TO LANDSCAPE MAINTENANCE SERVICES AGREEMENT (the “First Amendment”) is made and entered into this ____ day of _____, 2020, by and between:

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the city of Boynton Beach, in Palm Beach County, Florida, and whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”), and

THE OSPREY GROUP, INC., a Florida corporation, whose address is 14124 Smith Sundy Road, Delray Beach, Florida 33446, d/b/a **OSPREY LANDSCAPE CONTRACTING & MAINTENANCE** (hereinafter “Contractor”).

RECITALS

WHEREAS, the District is a community development district established pursuant to Chapter 190, Florida Statutes, situated in Palm Beach County, Florida; and

WHEREAS, the District and Contractor entered into a Landscape Maintenance Services Agreement on July 15, 2016 for landscape maintenance and irrigation services (the “Agreement”); and

WHEREAS, the District is in need of and Contractor has agreed to provide additional mulching services and specified tree trimming services; and

WHEREAS, Contractor is willing to provide the additional services along with its current landscape and irrigation services and Contractor represents that it is qualified to serve as a service provider.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. That “**Section 2. Duties.**” of the Agreement is hereby amended to add the following additional duties, obligations and responsibilities of Contractor in addition to the duties described in the Agreement and **Exhibit A**:

A. Pruning of all trees (maintained to a clearance of 8 feet), shrubs and groundcover, maintain a neat, clean appearance at all times, pruning of dead and broken wood or suckers, clearing all doorways, windows of any growth on an as needed basis.

B. Trimming of Hardwood trees, consisting of Gumbo Limbos, Oaks and Royal Poincianas, at least one time per year, or at the direction of the District, or as necessary per the advice of a certified arborist, including the thinning and cleaning of the crown, removal of

decaying branches and cross branching to 6”, along with lifting of low hanging branches for 8’ headroom over walkways.

C. Trimming of Sabal Palms one time per year.

D. All tree trimming and pruning shall conform to specifications written in accordance with the techniques and standard in the current edition of the ANSI A300 (part 1) and in a manner consistent with current ISA Best Management practices – pruning (2009).

E. Mulch shall be installed one time per year.

F. Any additional services in accordance with the landscape and irrigation shall first be provided by a proposal by the Contractor and acceptance by the District in writing prior to commencement of additional services by Contractor.

Section 3. “Section 3. Compensation.” of the Agreement is hereby amended and revised to provide for the additional hardwood tree trimming in the amount of \$4,000 for FY 2020/2021 and \$7,450.00 thereafter, invoiced separately after the tree trimming has been completed and mulching at a cost of \$4.50 per bag, not to exceed \$12,250.00, invoiced separately after the mulching service has been completed. Additional irrigation repairs for in excess of \$350.00 per month will require written authorization by District manager prior to commencement thereof.

Section 4. The effective date of this First Amendment shall be October 1, 2020.

Section 5. In all other respects, the Agreement between the parties is hereby ratified, reaffirmed and shall remain in full force and effect as provided by its own terms.

IN WITNESS WHEREOF, the parties execute this First Amendment and further agree that it shall take effect October 1, 2020.

Attest:

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Chair/Vice-Chair

_____ day of _____, 2020

THE OSPREY GROUP, INC., a Florida corporation, d/b/a OSPREY LANDSCAPE CONTRACTING & MAINTENANCE

Print Name

By: _____
Print: _____
Title: _____

Print Name

_____ day of _____, 2020

Exhibit A

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of July, 2016, by and between:

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the city of Boynton Beach, in Palm Beach County, Florida, and whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"), and

THE OSPREY GROUP, INC., a Florida corporation, whose address is 14124 Smith Sundy Road, Delray Beach, Florida 33446, d/b/a **OSPREY LANDSCAPE CONTRACTING & MAINTENANCE** (hereinafter "Contractor").

RECITALS

WHEREAS, the District was established for the purpose of purpose of planning, financing, constructing, installing, operating, and maintaining certain public infrastructure, roadway improvements, water and sewer facilities, a stormwater management system, landscaping, and related improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for those certain lands, right-of-way, water management areas, and similar planting areas within the District (the "Landscape Maintenance Services"), as more particularly described in the Contractor's Proposal, dated June 27, 2016 attached hereto and made a part hereof as **Exhibit A** (the "Proposal"); and

WHEREAS, Contractor has furnished and agrees to provide the Landscape Maintenance Services in accordance with a Frequency of Service Schedule, accepted by the District, which is included in the Proposal (the "Service Frequency"); and

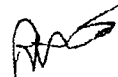
WHEREAS, Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to furnish to the District those Landscape Maintenance Services in accordance with this Agreement and the Service Frequency.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Duties. The duties, obligations and responsibilities of Contractor are described herein and in the Proposal. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

Section 3. Compensation. In exchange for providing the Landscape Maintenance Services pursuant to this Agreement, the District shall pay Contractor the monthly amount of



\$6,400.00 for an annual contract amount of SEVENTY-SIX THOUSAND EIGHT HUNDRED AND 00/100 (\$76,800.00) DOLLARS (the "Contract Price"). Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or its designee, shall not exceed the rates set forth on Contractor's Proposal and provided that any additional compensation for additional duties shall not cause the total amount for landscape and irrigation services to exceed the statutory public bidding threshold for maintenance contracts pursuant to Sections 190.033 and 287.017, Florida Statutes. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable upon receipt. Charges remaining unpaid forty-five (45) days after receipt of the invoice shall bear interest at the rate of one percent (1%) per month.

Section 4. Contractor's Acceptance of Conditions. The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform Landscape Maintenance Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

Section 5. Contractor's Employees and Subcontractors. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and the employees of any subcontractors, and shall not employ on the jobsite an unfit person or anyone not skilled in the Landscape Maintenance Services assigned to him or her. No liquor, alcoholic beverages, or narcotics shall be allowed within the boundaries of the District. All labor described herein or indicated on the Proposal, shall be executed in a high quality, thorough substantial and workmanlike and by people skilled in the applicable trade. All employees of Contractor and subcontractor shall at all times wear uniforms clearly identifying the company name for which they are employed. Contractor shall ensure employees are provided and utilize proper safety equipment and clothing in compliance with all applicable regulations for the scope of work included in this Agreement.

Section 6. Waiver. It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement.

Section 7. Insurance.

A. The Contractor shall provide and maintain during the life of this Contract "Worker's Compensation Insurance" for all of his employees employed in connection with the performance of this Agreement and, in case any work hereunder is sublet, the Contractor shall require each subcontractor similarly to provide "Worker's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work under this Agreement at the site are not protected under the "Worker's Compensation" statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.

B. The Contractor shall provide and maintain during the life of this Agreement, insurance that will protect Contractor, and any subcontractor performing work covered by the Agreement from claims for damage for personal injury, including accidental death, as well as



from claims for property damages which may arise from operations under this Agreement, whether such operations be by himself or by any subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of the Agreement insurance that will indemnify and hold harmless the Owner, and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of the work pursuant to this Agreement, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act of Contractor, its employees, agents, officers, or Subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

C Insurance shall be provided with a limit of \$1,000,000.00 in policy as follows: Commercial General Liability, Insurance, including Products and/or Complete Operations, Explosions Hazard, Collapse Hazard and Underground Property Damage Hazard and Contractual Liability. The Boynton Village Community Development shall be named as an additional insured.

D Insurance shall be provided with a limit of \$1,000,000.00 in policy as follows: Comprehensive Auto Liability Insurance. The Boynton Village Community Development District shall be named as an additional insured.

E. All such insurance shall be obtained from companies licensed and authorization to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance required herein.

F. At the time of execution of the Agreement, the Contractor will file with the District certificates of such insurance, acceptable to the District. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District.

Section 8. Indemnification. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District, its directors, officers, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent acts and omissions, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise.

Section 9. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

Section 10. Site Manager. The foreman for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Landscape Maintenance Services and upon each occurrence of the performance of the Landscape and Maintenance Services. The

District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding the Landscape Maintenance Services.

Section 11. Term. This Agreement shall commence on July 15th, 2016, and continue through September 30, 2019 (the "Initial Term"), subject to execution by both parties hereto and unless terminated as provided herein. At the conclusion of the Initial Term and any renewal term, the Agreement shall renew for up to three additional renewal terms of one (1) year each.

Section 12. Protection of Property and the Public.

A. The Contractor shall continually maintain adequate protection of all work and landscaping and hardscaping materials from damage and shall protect public and private property from injury or loss arising in connection with this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement. The Contractor shall take all necessary precautions for the safety of employees on the jobsite, and shall comply with all applicable provisions of federal, state and local laws, including, but not limited to the requirements of the Occupational Safety & Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises to prevent accidents and injuries to persons or property in or about the jobsite.

B. The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of owners of any land adjoining any work sites, which may be caused by him or his employees or Subcontractors, or which he or they might have prevented. The Contractor shall, at all times while the work is in progress, use extra ordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take such steps as may be necessary or directed, to protect the property there from; the same care shall be exercised by all Contractor's and subcontractor's employees.

C. Contractor shall duly protect buildings, sidewalks, fences, shade trees, lawns and all other improvements from damage. Property obstructions, such as sewers, drains, water or gas pipes, conduit, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of performance of this Agreement.

Section 13. Defective Work. Within fourteen (14) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs as may be necessary to be made. Any expense incurred by the District in making corrections or repairs, which the Contractor has failed or refused to make after being duly notified shall be paid for out of any monies due or which may become due the Contractor under this Agreement. Failure or refusal on part of the Contractor to make any or all necessary repairs

promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Agreement in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Landscape Maintenance Services. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, as liquidated damages and not as a penalty. Any special work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by Contractor.

Section 14. Agreement. This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent that provisions in this Agreement conflict with the provisions provisions of this Agreement shall be binding, followed by the Proposal, in order of precedence from the highest priority to lowest.

Section 15. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor.

Section 16. Assignment. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

Section 17. Termination. This Agreement may be terminated by the District at any time and at the discretion of the District, with or without cause, upon thirty (30) days written notice to Contractor. This Agreement may be terminated by Contractor at any time, with or without cause, upon thirty (30) days written notice to the District. In the event this Agreement is terminated by either party, the Contractor shall bill the District, and receive payment for those Landscape Maintenance Services provided prior to the date of termination.

Section 18. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by Certified Mail, Return Receipt Requested, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Boynton Village Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: Dennis E. Lyles, Esq.

B. If to Contractor: Osprey Landscape Contracting & Maintenance
14124 Smith Sundy Road
Delray Beach, Florida 33446
Attn: President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

Section 19. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 20. Enforcement of Agreement. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 21. Familiarity with Laws. Contractor shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the performance of this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

Section 22. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Palm Beach County, Florida.

Section 23. Sovereign Immunity. The Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

Section 24. Public Records.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**WRATHELL, HUNT & ASSOCIATES, LLC
2300 GLADES ROAD, SUITE 410W
BOCA RATON, FLORIDA 33431
TELEPHONE: (561) 571-0010
EMAIL: wrathellc@whhassociates.com**

Section 25. Definitions. Terms used in this Agreement that are defined in the Services Proposal shall have the meanings indicated therein.

Section 26. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 27. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

Section 28. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 29. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[THE REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT

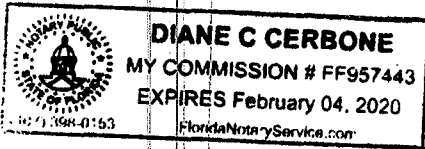
Cindy Cerbone
Secretary/Assistant Secretary

By: Adam Freach
Chair/Vice-Chair

23rd day of August, 2016

STATE OF FLORIDA
COUNTY OF Palm Beach }

The foregoing instrument was acknowledged before me this 23rd day of August, 2016, by Adam Freach, as Chair/Vice-Chair of the Board of Supervisors of the BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.



Diane C. Cerbone
Notary Public
Diane C. Cerbone
Print Name
Commission
Expires: Feb. 4, 2020

STATE OF FLORIDA
COUNTY OF Palm Beach }

The foregoing instrument was acknowledged before me this 23rd day of August, 2016, by Cindy Cerbone, as Secretary/Assistant Secretary of the Board of Supervisors of the BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.



Daphne Gillyard
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF899542
Expires 8/20/2019

Daphne Gillyard
Notary Public
Daphne Gillyard
Print Name
Commission
Expires: 8/20/2019

THE OSPREY GROUP, INC., a Florida corporation, d/b/a OSPREY LANDSCAPE CONTRACTING & MAINTENANCE

William Faust
William Faust
Print Name

Elizabeth Rule
Elizabeth Rule
Print Name

By: [Signature]
Print: Richard H Critchfield
Title: President

7 day of Nov, 2016

(CORPORATE SEAL)

STATE OF FLORIDA }

COUNTY OF PALM BEACH }


The foregoing instrument was acknowledged before me this 7 day of November, 2016, by Richard Critchfield, as President of THE OSPREY GROUP, INC., a Florida corporation, d/b/a OSPREY LANDSCAPE CONTRACTING & MAINTENANCE. He or she is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

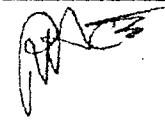
[Signature]
Notary Public
Elizabeth Rule
Print Name

Commission Expires: 3/1/19



Exhibit A

	OSPREY LANDSCAPE CONTRACTING & MAINTENANCE 14124 Smith Sundry Road Delray Beach, FL 33446		Proposed: 6/27/2016
	Ph: (561) 637-9891 Fx: (561) 637-0679 Email: ljz@ospreylandscape.com		
Customer Name: JKM Developers Address: City, State, Zip:	Contact: Jeff Johnson Phone: 561-826-4454 Email: johnson@jkmdevelopers.com		
The following specifications outline the program we propose to maintain the property listed above:			
SERVICES PERFORMED		FREQUENCY PER YEAR	
Cut turf grass		36	
Edge beds, in lawn, around trees, and paved areas		36	
Selective trimming of shrubs/groundcover with hedge trimmers		12	
Weed shrub beds, groundcover and perennials		As needed	
Apply pre-emergent herbicide to beds		12	
General clean up of all debris, dead leaves		12	
Clear hard surfaces of landscape debris		36	
Fertilization and pest control		6	
Wet check of irrigation system		12	
Sabal Palms - trimmed		1	
BI-Monthly Fertilization & Pest Control Service Schedule			
	<u>LAWN</u>	<u>TREE/ SHRUB</u>	
January / February	24-0-11 / I.P.M.	Selective feeding & supplement as needed	
March / April	I.P.M.	13-3-13 (0-0-21 & Manganese)	
May / June	24-0-11 / I.P.M.	Selective feeding	
July / August	I.P.M.	13-3-13 or 12-2-14	
September / October	24-0-11 / I.P.M.	Selective feeding	
November / December	20-0-10 / I.P.M.	Selective feeding	
<ul style="list-style-type: none"> <input type="checkbox"/> The Tree and Shrub feeding will provide nutrients before and during the growing season, when they are needed. Selective feeding will supplement this year round. <input type="checkbox"/> Fire ants will be baited and treated during each service visit. <p style="text-align: center;">Irrigation Service</p> <ul style="list-style-type: none"> <input type="checkbox"/> A wet check of the irrigation system will be provided once per month. All zones will be run and service will be provided to clean clogged heads, adjust heads for proper trajectory and to verify proper operation or problem areas. <input type="checkbox"/> Prior to commencing additional repairs in excess of \$250.00 for that month, authorization will be received by management company. <input type="checkbox"/> Irrigation repairs will be billed on a time and material basis. Labor will be billed at an hourly rate of \$65.00 per technician and \$30.00 for an assistant. 			
		Monthly Total	\$6,400.00
		Annual Total	\$76,800.00



**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2020**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
SEPTEMBER 30, 2020**

	Major Funds				Total Governmental Funds
	General	Special Revenue	Debt Service	Capital Projects	
ASSETS					
Cash - SunTrust					
General fund	\$ 67,580	\$ -	\$ -	\$ -	\$ 67,580
Special revenue fund	140,935	-	-	-	140,935
Investments - US Bank					
Revenue account - (A-1) 1950 Congress	-	-	97,152	-	97,152
Revenue account - (A-2) SFL Devco / WR1 & WR2	-	-	5,310	-	5,310
Reserve account - (A-1) 1950 Congress	-	-	196,577	-	196,577
Reserve account - (A-2) SFL Devco	-	-	749	-	749
Prepayment A-1 - US Bank	-	-	1,628	-	1,628
Prepayment A-2 - US Bank	-	-	3,484	-	3,484
Construction account	-	-	-	199	199
Due from other	4,900	-	-	-	4,900
Due from other funds					
General	-	140,935	-	-	140,935
Prepaid expense	7,724	2,466	-	-	10,190
Undeposited funds	63	-	-	-	63
Utility deposits	-	388	-	-	388
Total assets	<u>\$221,202</u>	<u>\$143,789</u>	<u>\$ 304,900</u>	<u>\$ 199</u>	<u>\$ 670,090</u>
LIABILITIES					
Liabilities:					
Accounts payable	\$ 1,377	\$ 12,800	\$ -	\$ -	\$ 14,177
Special revenue	140,935	-	-	-	140,935
Due to Developer	96	-	-	-	96
Total liabilities	<u>142,408</u>	<u>12,800</u>	<u>-</u>	<u>-</u>	<u>155,208</u>
FUND BALANCES					
Assigned:					
Debt service	-	-	304,900	-	304,900
Capital projects	-	-	-	199	199
Committed					
3 months working capital	37,510	-	-	-	37,510
Bridge	2,000	-	-	-	2,000
Irrigation/pump-station	13,750	-	-	-	13,750
Unassigned	25,534	130,989	-	-	156,523
Total fund balances	<u>78,794</u>	<u>130,989</u>	<u>304,900</u>	<u>199</u>	<u>514,882</u>
Total liabilities and fund balances	<u>\$ 221,202</u>	<u>\$ 143,789</u>	<u>\$ 304,900</u>	<u>\$ 199</u>	<u>\$ 670,090</u>

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 150,506	\$ 150,340	100%
Interest and miscellaneous	2	117	-	N/A
Total revenues	<u>2</u>	<u>150,623</u>	<u>150,340</u>	100%
EXPENDITURES				
Professional & administrative				
Supervisors	800	3,000	12,000	25%
Management	3,629	43,551	43,551	100%
Legal	1,325	9,604	15,000	64%
Engineering	470	8,289	7,500	111%
Audit	-	6,400	6,700	96%
Assessment roll preparation	667	8,000	8,000	100%
Arbitrage rebate calculation	750	2,250	1,200	188%
Dissemination agent	292	3,500	3,500	100%
Trustee	-	4,771	5,000	95%
Postage	-	60	750	8%
Legal advertising	-	1,741	1,500	116%
Annual district filing fee	-	175	175	100%
Insurance	-	5,922	6,356	93%
Office supplies	-	-	500	0%
Other current charges	53	655	750	87%
Website: hosting and maintenance	-	705	705	100%
Website: ADA compliance	-	199	200	100%
Total professional & administrative	<u>7,986</u>	<u>98,822</u>	<u>113,387</u>	87%
Operating services				
Insurance: property	-	353	500	71%
Repairs and maintenance				
Pump station	207	68,848	11,950	576%
Bridge	-	-	500	0%
Total operating services	<u>207</u>	<u>69,201</u>	<u>12,950</u>	534%
Other fees and charges				
Tax collector	-	1,505	1,566	96%
Information systems services	-	-	2,030	0%
Property appraiser	-	150	38	395%
Total other fees and charges	<u>-</u>	<u>1,655</u>	<u>3,634</u>	46%
Total expenditures	<u>8,193</u>	<u>169,678</u>	<u>129,971</u>	131%

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Excess/(deficiency) of revenues over/(under) expenditures	(8,191)	(19,055)	20,369	
Fund balances - beginning	86,985	97,849	75,690	
Fund balances - ending Committed				
3 months working capital	37,510	37,510	37,510	
Bridge	2,000	2,000	2,000	
Irrigation/pump-station	13,750	13,750	13,750	
Unassigned	25,534	25,534	42,799	
Fund balances - ending	<u>\$ 78,794</u>	<u>\$ 78,794</u>	<u>\$ 96,059</u>	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll	\$ -	\$ 125,002	\$ 124,856	100%
Total revenues	<u>-</u>	<u>125,002</u>	<u>124,856</u>	100%
EXPENDITURES				
Professional & administrative				
Landscape maintenance	19,200	90,128	85,000	106%
Property maintenance	1,248	7,530	10,000	75%
Field management	643	3,879	5,000	78%
Electric	127	1,498	5,000	30%
Property insurance	-	2,310	2,269	102%
Repairs and maintenance general	90	4,567	10,000	46%
Repairs and maintenance - irrigation	-	494	-	N/A
Contingency/other	-	-	6,250	0%
Total professional & administrative	<u>21,308</u>	<u>110,406</u>	<u>123,519</u>	89%
Other fees and charges				
Tax collector	-	1,250	1,301	96%
Property appraiser	-	-	36	0%
Total other fees & charges	<u>-</u>	<u>1,250</u>	<u>1,337</u>	93%
Total expenditures	<u>21,308</u>	<u>111,656</u>	<u>124,856</u>	89%
Excess/(deficiency) of revenues over/(under) expenditures	(21,308)	13,346	-	
Fund balances - beginning	<u>152,297</u>	<u>117,643</u>	<u>85,964</u>	
Fund balances - ending	<u>\$130,989</u>	<u>\$ 130,989</u>	<u>\$ 85,964</u>	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - SERIES 2007
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 250,435	\$ 250,142	100%
Interest	1	2,227	-	N/A
Total revenues	<u>1</u>	<u>252,662</u>	<u>250,142</u>	101%
EXPENDITURES				
Debt service				
Principal	-	90,000	90,000	100%
Principal prepayments	-	5,000	-	N/A
Interest	-	159,994	160,138	100%
Total debt service	<u>-</u>	<u>254,994</u>	<u>250,138</u>	102%
Other fees and charges				
Tax collector	-	2,504	2,606	96%
Property appraiser	-	-	98	0%
Total other fees and charges	<u>-</u>	<u>2,504</u>	<u>2,704</u>	93%
Total expenditures	<u>-</u>	<u>257,498</u>	<u>252,842</u>	102%
Excess/(deficiency) of revenues over/(under) expenditures	1	(4,836)	(2,700)	
Fund balances - beginning	<u>304,899</u>	<u>309,736</u>	<u>304,029</u>	
Fund balances - ending	<u>\$ 304,900</u>	<u>\$ 304,900</u>	<u>\$ 301,329</u>	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - SERIES 2007
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	Current Month	Year to Date
REVENUES		
Interest	\$ -	\$ 2
Total revenues	-	2
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	2
Fund balances - beginning	199	197
Fund balances - ending	\$ 199	\$ 199

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

13

DRAFT

**MINUTES OF MEETING
BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Boynton Village Community Development District held a Virtual Public Hearing and Regular Meeting on September 14, 2020 at 2:00 p.m., via Zoom, at <https://us04web.zoom.us/j/79570218763?pwd=Q1N3ZnJwQ0g3RGsvNFRwa2svWUNpZz09> and at 1-646-558-8656, Meeting ID 795 7021 8763, Password: 521169 for both.

Present were:

Richard Buck	Chair
Harvey Gonzalez	Vice Chair
Jocelyn Pruna	Assistant Secretary
Solange Camet	Assistant Secretary
Michael Bowden	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
Ginger Wald	District Counsel
Jeff Schnars	District Engineer
Bret Fischer	RAM Realty – Supervisor Appointee

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 2:03 p.m. All Supervisors were present. In consideration of the COVID-19 pandemic, this meeting was being held virtually and telephonically, as permitted under the Florida Governor’s Executive Orders, which allow local governmental public meetings to occur by means of communication media technology. The meeting was advertised to be held via Zoom and telephonically and included dial-in instructions.

SECOND ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

- 38 ▪ **Acceptance of Resignation of Supervisor Michael Bowden, Seat 5 (*Term Expires***
- 39 ***November, 2020*)**

40 **This items, previously the Sixteenth Order of Business, was presented out of order.**

41 Mr. Rom presented Mr. Michael Bowden’s resignation letter dated June 26, 2020.

42

43 **On MOTION by Mr. Buck and seconded by Ms. Camet, with all in favor, the**

44 **resignation of Mr. Michael Bowden, effective immediately, was accepted.**

45

46

- 47 ▪ **Discussion/Consideration of Candidate to Fill Unexpired Term of Seat 5**

48 **This item, previously the Seventeenth Order of Business, was presented out of order.**

49 Mr. Buck nominated Mr. Bret Fischer, to fill the unexpired term of Seat 5. No other

50 nominations were made.

51

52 **On MOTION by Mr. Buck and seconded by Ms. Camet, with all in favor, the**

53 **appointment of Mr. Bret Fischer, to fill the unexpired term of Seat 5, was**

54 **approved.**

55

56

- 57 **A. Administration of Oath of Office to Newly Appointed Supervisor (*the following will be***
- 58 ***provided in a separate package*)**

59 Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of

60 Office to Mr. Fischer. He reviewed the following items with Mr. Fischer prior to the meeting:

- 61 **I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and**
- 62 **Employees**

- 63 **II. Membership, Obligations and Responsibilities**

- 64 **III. Financial Disclosure Forms**

- 65 **a. Form 1: Statement of Financial Interests**

- 66 **b. Form 1X: Amendment to Form 1, Statement of Financial Interests**

- 67 **c. Form 1F: Final Statement of Financial Interests**

- 68 **IV. Form 8B – Memorandum of Voting Conflict**

69 **B. Consideration of Resolution 2020-10, Designating a Chair, a Vice Chair, a Secretary,**
 70 **Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Boynton Village**
 71 **Community Development District, and Providing for an Effective Date**

72 Mr. Rom presented Resolution 2020-10. Mr. Buck nominated the following slate of
 73 officers:

74	Richard Buck	Chair
75	Harvey Gonzalez	Vice Chair
76	Craig Wrathell	Secretary
77	Solange Camet	Assistant Secretary
78	Jocelyn Pruna	Assistant Secretary
79	Bret Fischer	Assistant Secretary
80	Cindy Cerbone	Assistant Secretary
81	Daniel Rom	Assistant Secretary
82	Craig Wrathell	Treasurer
83	Jeff Pinder	Assistant Treasurer

84 No other nominations were made.

85

86 **On MOTION by Ms. Camet and seconded by Mr. Gonzalez, with all in favor,**
 87 **Resolution 2020-10, Designating a Chair, a Vice Chair, a Secretary, Assistant**
 88 **Secretaries, a Treasurer and an Assistant Treasurer of the Boynton Village**
 89 **Community Development District, and Providing for an Effective Date, was**
 90 **adopted.**

91
 92

93 **▪ Consideration of Resolution 2020-11, Declaring a Vacancy in Seats 3 and 4 of the**
 94 **Board of Supervisors Pursuant to Section 190.006(3)(b), Florida Statutes; and**
 95 **Providing an Effective Date**

96 **This item, previously the Eighteenth Order of Business, was presented out of order.**

97 Mr. Rom presented Resolution 2020-11. This Resolution acknowledges that Seats 3 and
 98 4 would be declared vacant after the November General Election, as no one qualified to run.

99 The incumbents could remain in their respective Seats until the Board appoints qualified
100 electors.

101

On MOTION by Mr. Buck and seconded by Ms. Pruna, with all in favor, the Resolution 2020-11, Declaring a Vacancy in Seats 3 and 4 of the Board of Supervisors Pursuant to Section 190.006(3)(b), Florida Statutes; and Providing an Effective Date, was adopted.

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108 **THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2020/2021 Budget**

109

110

111 **A. Proof/Affidavit of Publication**

112 The proof of publication was provided for informational purposes.

113 **B. Consideration of Resolution 2020-06, Relating to the Annual Appropriations and
114 Adopting the Budget for the Fiscal Year Beginning October 1, 2019, and Ending
115 September 30, 2020; Authorizing Budget Amendments; and Providing an Effective
116 Date**

117 Mr. Rom presented the proposed Fiscal Year 2021 budget and explained line item
118 increases, decreases and/or adjustments compared to the Fiscal Year 2020. Unassigned fund
119 balance was used to offset assessments increasing.

120

On MOTION by Mr. Buck and seconded by Mr. Gonzalez, with all in favor, the Public Hearing was opened.

121

122

123

124

125 No members of the public spoke.

126

On MOTION by Mr. Buck and seconded by Ms. Camet, with all in favor, the Public Hearing was closed.

127

128

129

130

131 Mr. Rom presented Resolution 2020-06. The title above, for Item 3B, had the incorrect
132 years of October 1, 2019 and September 30, 2020; however, the dates were correct in the

133 actual Resolution, with Fiscal Year 2021 beginning October 1, 2020 and ending September 30,
134 2021.

135

136 **On MOTION by Mr. Buck and seconded by Ms. Camet, with all in favor,**
137 **Resolution 2020-06, Relating to the Annual Appropriations and Adopting the**
138 **Budget for the Fiscal Year Beginning October 1, 2020, and Ending September**
139 **30, 2021; Authorizing Budget Amendments; and Providing an Effective Date,**
140 **was adopted.**

141

142

143 **FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2020-07, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2020/2021; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

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153 Mr. Rom presented Resolution 2020-07.

154

155 **On MOTION by Mr. Buck and seconded by Mr. Gonzalez, with all in favor,**
156 **Resolution 2020-07, Making a Determination of Benefit and Imposing Special**
157 **Assessments for Fiscal Year 2020/2021; Providing for the Collection and**
158 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing**
159 **for Amendments to the Assessment Roll; Providing a Severability Clause; and**
160 **Providing an Effective Date, was adopted.**

161

162

163 **FIFTH ORDER OF BUSINESS**

Presentation of Audited Basic Financial Statements for the Fiscal Year Ended September 30, 2019, Prepared by Keefe McCullough

164

165

166

167

168 Ms. Cerbone presented the Audited Financial Report for Fiscal Year Ended September
169 30, 2019 and described the information that could be found on each page. This was a clean
170 audit; there were no findings, instances of noncompliance or deficiencies. An explanation of the
171 "Physical environment", noted on Page 5, would be sent to the Board.

172 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-08,
Hereby Accepting the Audited Basic
Financial Statements for the Fiscal Year
Ended September 30, 2019**

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Mr. Rom presented Resolution 2020-08.

178

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**On MOTION by Mr. Buck and seconded by Ms. Camet, with all in favor,
Resolution 2020-08, Accepting the Audited Basic Financial Statements for the
Fiscal Year Ended September 30, 2019, was adopted.**

182
183

184 **SEVENTH ORDER OF BUSINESS**

Update: Irrigation and Pump Station

185
186

Mr. Rom reported the following:

187

➤ The SCADA System alerts were working effectively.

188

➤ Mr. David Osprey, the Greenway Landscaper and the District’s primary respondent to address irrigation alerts associated with irrigation issues, has received alerts, responded within ten minutes of receiving fault alerts and was following up to ensure issues were being addressed.

189

➤ The Boynton Town Center Master Association (BTCMA) included CAYCO and BrightView as additional users of the system. Sullivan scheduled a visit for next week to review the process.

190
191
192
193
194

195 **EIGHTH ORDER OF BUSINESS**

**Consideration of Sullivan Electric & Pump,
Inc., Agreement to Serve as Primary
Respondent to SCADA Systems Alerts and
Granting Access to Pump Station**

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197
198
199

200
201

Mr. Rom stated the previously approved Sullivan Electric & Pump, Inc., Agreement was executed and included the \$105 trip fee.

202

203 **NINTH ORDER OF BUSINESS**

**Continued Discussion: Physical Security of
Pump Station**

204
205

206

Mr. Rom stated that there were no reported break-ins over the last four months.

207 **TENTH ORDER OF BUSINESS****Ratification of District Engineer's Final Report - Certificate for Trust Indenture**208
209

210 Mr. Rom highlighted the changes in the revised Engineer's Certificate for Trust
211 Indenture, dated June 11, 2020, which were discussed at the previous meeting. The Schnars
212 Letter, before Page 1 of the Report, was inserted in error and would be removed.

213

214 **On MOTION by Mr. Buck and seconded by Ms. Camet, with all in favor, the**
215 **District Engineer's Final Report - Certificate for Trust Indenture, dated June 11,**
216 **2020, was ratified.**

217

218

219 **ELEVENTH ORDER OF BUSINESS****Continued Discussion: Outstanding Repair and Maintenance Items**

220

221

222 **A. 2020 Maintenance Report**

223 Mr. Rom highlighted items on the Status of District Improvements Report that were new
224 or completed. A revised Report, adding a separate line item to show the median traffic sign was
225 still outstanding, would be emailed to the Board and the new Property Manager. An on-site
226 visit with the new Property Manager would be scheduled and he would provide the
227 maintenance company's correct contact information, confirm if the aerators are working and if
228 Schnars was engaged to review the erosion and slope/outfall pipes.

229 **B. Repair Photos**

230 Photographs were included for informational purposes.

231

232 **TWELFTH ORDER OF BUSINESS****Discussion: Response from BTCMA Regarding Outstanding Repair and Maintenance Items**

233

234

235

236 Mr. Rom presented the BTCMA response to the District's letter addressing the status of
237 the CDD's improvements, based on the Engineer's Report, and confirmed that they intend to
238 try to obtain funding for certain projects. In coordination with Mr. Buck, the District's follow-up
239 letter was sent at the end of August and requested clarification that Schnars would be engaged,
240 along with providing a copy of the proposal to the District and confirmation that these line

241 items were included in their adopted budget. Since there was no response, he would contact
242 them once they adopt the new budget at their November meeting.

243

244 **THIRTEENTH ORDER OF BUSINESS**

**Consideration of First Amendment to
245 Landscape Maintenance Services
246 Agreement with The Osprey Group, Inc.,
247 d/b/a/ Osprey Landscape Contracting &
248 Maintenance**

249

250 Mr. Rom presented the First Amendment to the Landscape Maintenance Services
251 Agreement, which included additional services for mulching and adding hardwood trees to the
252 tree trimming services. However, it required further revisions to designate the number of times
253 the hardwood trees would be trimmed and to address the hardwood tree trimming costs, as
254 the actual costs were higher than estimated and exceeded the amount in the newly adopted
255 budget. He and Ms. Cerbone explained that several budget line items could be used to offset
256 the difference but that Management would work with contractor to bring the first year costs
257 closer to the original estimate of \$4,000, acknowledging that next year's budget would reflect
258 an increase. This item was deferred to the November meeting.

259

260 **FOURTEENTH ORDER OF BUSINESS**

**Consideration of First Amendment to
261 Services Agreement (Porter and Cleaning
262 Services) with Inter Kleen, Inc.**

263

264 Mr. Rom presented the First Amendment to the Services Agreement, which included
265 additional cleaning services for benches and light fixtures along the District Greenways, at a
266 cost of \$380 per month. The new contract value would be \$14,760, per year. The proposal, and
267 a breakdown of the expenditures would be emailed to the Board.

268

269 **On MOTION by Mr. Buck and seconded by Ms. Camet, with all in favor, the**
270 **First Amendment to the Services Agreement, for additional Porter and**
271 **Cleaning Services, with Inter Kleen, Inc., was approved.**

272

273

274 **FIFTEENTH ORDER OF BUSINESS**

Consideration of Resolution 2020-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021 and Providing for an Effective Date

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281 Mr. Rom presented Resolution 2020-09. Ms. Wald discussed the criteria for holding in-
282 person meetings, while adhering to COVID-19 social distancing guidelines, once the Governor’s
283 Executive Orders are lifted.

284 The October 14, 2020 meeting would be cancelled.

285 The following changes would be made to the Fiscal Year 2021 Meeting Schedule:

286 Delete November 11, 2020 Meeting

287 November 13, 2020: Add a Regular Meeting after the Landowners’ Meeting

288 October through December Meeting Location: WHA offices

289 January through March Meeting Location: The District Boynton, 1000 Audace Ave.,
290 Boynton Beach, Florida 33426

291 April through June Meeting Location: Change to “Pacifica Apartments, 1100 Audace
292 Ave., Boynton Beach, Florida 33426”

293 July through September Meeting Location: Change to “Sealofts at Boynton Village, 600
294 Sealofts Dr., Boynton Beach, Florida 33426”

295

On MOTION by Mr. Gonzalez and seconded by Ms. Camet, with all in favor, Resolution 2020-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021, as amended and stated by Ms. Wald, and Providing for an Effective Date, was adopted.

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303 **SIXTEENTH ORDER OF BUSINESS**

Acceptance of Resignation of Supervisor Michael Bowden, Seat 5 (Term Expires November, 2020)

304
305
306

307 This item was presented following the Second Order of Business.

308

309 SEVENTEENTH ORDER OF BUSINESS Discussion/Consideration of Candidate to
310 Fill Unexpired Term of Seat 5

311
312 This item was presented following the Second Order of Business.

313
314 EIGHTEENTH ORDER OF BUSINESS Consideration of Resolution 2020-11,
315 Declaring a Vacancy in Seats 3 and 4 of the
316 Board of Supervisors Pursuant to Section
317 190.006(3)(b), Florida Statutes; and
318 Providing an Effective Date

319
320 This item was presented following the Second Order of Business.

321
322 NINETEENTH ORDER OF BUSINESS Acceptance of Unaudited Financial
323 Statements as of July 31, 2020

324
325 Mr. Rom presented the Unaudited Financial Statements as of July 31, 2020.

326
327 **On MOTION by Mr. Gonzalez and seconded by Mr. Pruna, with all in favor, the**
328 **Unaudited Financial Statements as of July 31, 2020, were accepted.**

329
330
331 TWENTIETH ORDER OF BUSINESS Approval of June 10, 2020 Virtual Public
332 Meeting Minutes

333
334 Mr. Rom presented the June 10, 2020 Virtual Public Meeting Minutes.

335
336 **On MOTION by Mr. Buck and seconded by Ms. Camet, with all in favor, the**
337 **June 10, 2020 Virtual Public Meeting Minutes, as presented, were approved.**

338
339
340 TWENTY-FIRST ORDER OF BUSINESS Staff Reports

341
342 A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*

343 There being no report, the next item followed.

344 B. District Engineer: *Schnars Engineering Corporation*

345 There being nothing further to report, the next item followed.

346 **C. District Manager: *Wrathell, Hunt and Associates, LLC***347 **I. Update: Traffic Control and Enforcement**

348 The only outstanding item was the median traffic sign. Management had not received
349 any resident complaints about speeding for some time. A Board Member felt that a speed
350 bump might be necessary, as he observed several motorcycles racing along Renaissance
351 Commons Boulevard. Ms. Cerbone stated that the District would not qualify for any type of
352 traffic control until all requirements of the City Engineer are met, which were almost complete.
353 She would follow up with the City Engineer once all items are correct and provide update. This
354 would remain as an agenda item.

355 **II. TENTATIVE NEXT MEETING DATE: October 14, 2020**356 **o QUORUM CHECK**

357 The next meeting will be held on November 13, 2020. The October 14, 2020 meeting
358 was cancelled.

359

360 **TWENTY-SECOND ORDER OF BUSINESS****Public Comments**

361

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

363

364 **TWENTY-THIRD ORDER OF BUSINESS****Supervisors' Requests**

365

366 Ms. Camet asked about the monument sign for the buildings. A Board Member stated it
367 would mirror the one at the entrance to the Sealofts development; he would have the latest
368 drawings emailed to the Board. Installation was scheduled for April, 2021.

369

370 **TWENTY-FOURTH ORDER OF BUSINESS****Adjournment**

371

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

373

374 **On MOTION by Ms. Camet and seconded by Mr. Fischer, with all in favor, the**
375 **meeting adjourned at 3:26 p.m.**

376

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383

Secretary/Assistant Secretary

Chair/Vice Chair

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

14CII

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION(S)

Wrathell, Hunt & Associates, LLC: 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431

The District Boynton: 1000 Audace Ave., Boynton Beach, Florida 33426

Pacifica Apartments: 1100 Audace Ave., Boynton Beach, Florida 33426

Sea Lofts at Boynton Village: 600 Sea Lofts Dr., Boynton Beach, Florida 33426

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
<i>LOCATION: 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431</i>		
October 14, 2020 CANCELED	Regular Meeting	2:00 PM
November 13, 2020	Landowners' Meeting & Regular Meeting	9:00 A.M.
December 9, 2020	Regular Meeting	2:00 P.M.
<i>LOCATION: The District Boynton: 1000 Audace Ave., Boynton Beach, Florida 33426</i>		
January 13, 2021	Regular Meeting	2:00 P.M.
February 10, 2021	Regular Meeting	2:00 P.M.
March 10, 2021	Regular Meeting	2:00 P.M.
<i>LOCATION: Pacifica Apartments: 1100 Audace Ave., Boynton Beach, Florida 33426</i>		
April 14, 2021	Regular Meeting	2:00 P.M.
May 12, 2021	Regular Meeting	2:00 P.M.
June 9, 2021	Regular Meeting	2:00 P.M.
<i>LOCATION: Sea Lofts at Boynton Village: 600 Sea Lofts Dr., Boynton Beach, Florida 33426</i>		
July 14, 2021	Regular Meeting	2:00 P.M.
August 11, 2021	Regular Meeting	2:00 P.M.
September 8, 2021	Public Hearing & Regular Meeting	2:00 P.M.

In the event that the COVID-19 public health emergency prevents the meetings from occurring in-person, the District may conduct the meetings by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, 20-150, 20-179 and 20-193 issued by Governor, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.