

BOYNTON VILLAGE

**COMMUNITY DEVELOPMENT
DISTRICT**

May 12, 2021

**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

May 5, 2021

<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 May 12, 2021, at 2:00 p.m., at the Pacifica Apartments, 1100 Audace Avenue, Boynton Beach, Florida 33426. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2021-06, Approving a Proposed Budget for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2021-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date
5. Consideration of Resolution 2021-08, Directing the District Manager to Register the District with and Use the E-Verify System Pursuant to the Requirements of Section 448.095, Florida Statutes; Authorizing Execution of the E-Verify Memorandum of Understanding for Employers Between the District and the Department of Homeland Security (DHS); Providing for Severability; and Providing for an Effective Date
6. Discussion: Filling Vacancy in Seat 4 with Qualified Elector (Term Expires November 2024)
7. Update: Irrigation and Pump Station
8. Update: Outstanding Repair and Maintenance Items
9. Acceptance of Unaudited Financial Statements as of March 31, 2021

Board of Supervisors
Boynton Village Community Development District
May 12, 2021, Regular Meeting Agenda

- 10. Approval of February 10, 2021 Regular Meeting Minutes
- 11. 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. 548 Registered Voters in District as of April 15, 2021
 - II. Update: Traffic Control and Enforcement
 - III. NEXT MEETING DATE: June 9, 2021 at 2:00 P.M.

- QUORUM CHECK

Richard Buck	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Harvey Gonzalez	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Tierra Smith	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Solange Camet	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Bret Fischer	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 12. Public Comments
- 13. Supervisors' Requests
- 14. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 561-909-7930.

Sincerely,



Daniel Rom
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

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

Conference ID: 435668

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

3

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Boynton Village Community Development District ("**District**") prior to June 15, 2021, proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: _____, 2021

HOUR: 2:00 p.m.

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Palm Beach County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 12th DAY OF MAY, 2021.

ATTEST:

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Fiscal Year 2021/2022 Proposed Budget

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2022**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
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**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected Revenue & Expenditures	Proposed Budget Fiscal Year 2022
	Adopted	Actual through 3/31/2021	Projected through 9/30/2021		
REVENUES					
Assessment levy: on-roll - gross	\$ 132,309				\$ 101,042
Allowable discounts (4%)	(5,292)				(4,042)
Assessment levy: on-roll - net	127,017	\$ 123,419	\$ 3,598	\$ 127,017	97,000
Interest and miscellaneous	-	19	-	19	-
Total revenues	127,017	123,438	3,598	127,036	97,000
EXPENDITURES					
Professional & administrative					
Supervisors	12,000	800	3,000	3,800	4,000
Management/accounting/recording	44,422	22,211	22,211	44,422	44,422
Legal	15,000	2,975	10,000	12,975	10,000
Engineering	7,500	755	5,000	5,755	7,000
Audit	6,900	4,500	2,400	6,900	7,100
Assessment roll preparation	8,000	4,000	4,000	8,000	8,000
Arbitrage rebate calculation	1,200	-	1,200	1,200	1,200
Dissemination agent	3,500	1,750	1,750	3,500	3,500
Trustee	5,000	4,771	229	5,000	5,000
Postage	750	-	750	750	750
Legal advertising	1,500	1,015	485	1,500	1,500
Annual district filing fee	175	175	-	175	175
Insurance: GL & POL	6,514	6,218	296	6,514	6,840
Office supplies	500	276	224	500	500
Other current charges	750	355	395	750	750
Website maintenance	705	705	-	705	705
ADA website compliance	210	-	210	210	210
Total professional & admin	114,626	50,506	52,150	102,656	101,652
Field operations					
Insurance: property (pump station)	500	849	-	849	570
Repairs & maintenance					
Pump station	3,000	-	3,000	3,000	2,000
Bridge	500	-	500	500	500
Total field operations	4,000	849	3,500	4,349	3,070

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected Revenue & Expenditures	Proposed Budget Fiscal Year 2022
	Adopted	Actual through 3/31/2021	Projected through 9/30/2021		
Other fees and charges					
Tax collector	1,323	1,234	89	1,323	1,010
Information system services	2,030	770	1,260	2,030	2,030
Property appraiser	38	-	38	38	38
Total other fees & charges	<u>3,391</u>	<u>2,004</u>	<u>1,387</u>	<u>3,391</u>	<u>3,078</u>
Total expenditures	<u>122,017</u>	<u>53,359</u>	<u>57,037</u>	<u>110,396</u>	<u>107,800</u>
Excess/(deficiency) of revenues over/(under) expenditures	5,000	70,079	(53,439)	16,640	(10,800)
Fund balance - beginning (unaudited)	56,382	73,605	143,684	73,605	90,245
Fund balance - ending					
Committed:					
3 months working capital	35,640	37,510	37,510	37,510	32,383
Bridge	4,000	4,000	4,000	4,000	6,000
Irrigation/pump-station	8,000	8,000	8,000	8,000	16,000
Unassigned	13,742	94,174	40,735	40,735	25,062
Fund balance - ending (projected)	<u>\$ 61,382</u>	<u>\$ 143,684</u>	<u>\$ 90,245</u>	<u>\$ 90,245</u>	<u>\$ 79,445</u>

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional Services

Supervisors	\$ 4,000
<p>Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors', not to exceed \$4,800 for each fiscal year.</p>	
Management/accounting/recording	44,422
<p>Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develops financing programs, administers the issuance of tax exempt bond financings and operates and maintains the assets of the community.</p>	
Legal	10,000
<p>The firm of Billing, Cochran, Heath, Lyles, Mauro & Anderson, P.A., provides on-going general counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.</p>	
Engineering	7,000
<p>The District has entered into an agreement for engineering services with Schnars Engineering Corp. They provide construction and consulting services, which assists the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	7,100
<p>Pursuant to Florida Statute 218.39, the District is required to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	1,200
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	3,500
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Currently, this service is being provided by Prager, Sealy & Co., LLC.</p>	
Trustee	5,000
<p>Annual fees paid to U.S. Bank for trustee, paying agent and registrar services.</p>	
Assessment roll preparation	8,000
<p>The District may collect its annual operating and debt service assessment through direct billing to landowners and/or placement of assessments on the annual real estate tax bill from the county's tax collector. The District's contract for financial services with Wrathell, Hunt and Associates, LLC includes assessment roll preparation.</p>	
Postage	750
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Legal advertising	1,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Office supplies	500
Accounting and administrative supplies.	
Insurance: GL & POL	6,840
The District carries public officials and general liability insurance with policies written by Preferred Governmental Insurance Trust. The limit of liability is set at \$1,000,000 (general aggregate \$2,000,000) and \$1,000,000 for public officials liability.	
Other current charges	750
Bank charges, automatic AP routing and other miscellaneous expenses incurred during the year.	
Website maintenance	705
ADA website compliance	210
Total professional & admin	101,652
Field operations	
Insurance: property (pump station)	570
Repairs & maintenance	
Pump station	2,000
Bridge	500
Total field operations	3,070
Other fees & charges	
Tax collector	1,010
The tax collector's fees are 1% of the on-roll assessment	
Information system services	2,030
The Palm Beach County ISS fee is based on total amount levied on-roll and for amounts up \$1,450,000 it is \$2,030.	
Property appraiser	38
The property appraiser's fees are \$150.00 plus \$.75 per parcel - cost is shared	
Total other fees & charges	3,078
Total expenditures and other uses	\$ 107,800

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND BUDGET (GREENWAY)
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected Revenue & Expenditures	Proposed Budget Fiscal Year 2022
	Adopted	Actual through 3/31/2021	Projected through 9/30/2021		
REVENUES					
Assessment levy: on-roll - gross	\$ 130,058				\$ 122,389
Allowable discounts (4%)	(5,202)				(4,896)
Assessment levy: on-roll - net	124,856	\$ 121,331	\$ 3,525	\$ 124,856	117,493
Total revenues	124,856	121,331	3,525	124,856	117,493
EXPENDITURES					
Professional & administrative					
Landscape maintenance	90,000	32,000	57,000	89,000	90,000
Plant replacements	-	-	-	-	2,500
Property maintenance (porter services)	15,000	7,839	7,161	15,000	15,000
Field management	-	-	-	-	-
Electric	5,000	839	1,100	1,939	2,000
Property insurance	2,401	2,418	-	2,418	3,024
Repairs & maintenance - general	5,000	495	4,505	5,000	7,500
Repairs & maintenance - irrigation (non pump station)	10,000	1,307	8,693	10,000	10,000
Contingency/other	6,250	-	6,250	6,250	5,000
Total professional & admin	133,651	44,898	84,709	129,607	135,024
Other fees and charges					
Tax collector	1,301	1,212	89	1,301	1,224
Property appraiser	36	-	36	36	36
Total other fees & charges	1,337	1,212	125	1,337	1,260
Total expenditures	134,988	46,110	84,834	130,944	136,284
Excess/(deficiency) of revenues over/(under) expenditures	(10,132)	75,221	(81,309)	(6,088)	(18,791)
Fund balance - beginning (unaudited)	112,753	131,779	207,000	131,779	125,691
Fund balance - ending					
Assigned: 3 months working capital	35,548	35,548	32,916	32,916	36,339
Assigned: landscape post construction	30,000	30,000	-	-	30,000
Assigned: hard woods trimming	3,250	3,250	-	-	7,500
Unassigned	33,823	138,202	92,775	92,775	33,061
Fund balance - ending (projected)	\$ 102,621	\$ 207,000	\$ 125,691	\$ 125,691	\$ 106,900

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF SPECIAL REVENUE FUND (GREENWAY) EXPENDITURES**

EXPENDITURES

Professional Services

Landscape maintenance	\$ 90,000
Maintain the greenway landscape and irrigation, trim trees, mulch, etc.	
Plant replacements	2,500
Property maintenance (porter services)	15,000
Includes walking the grounds five times per week to pick up trash, empty trash cans, replace bags, clean benches and bollards	
Electric	2,000
This is for the greenway lighting and includes electricity usage	
Property insurance	3,024
Repairs & maintenance - general	7,500
This includes benches, lighting, trash cans, waste stations	
Repairs & maintenance - irrigation (non pump station)	10,000
Contingency/other	5,000
Tax collector	1,224
Property appraiser	36
Total expenditures and other uses	<u><u>\$ 136,284</u></u>

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2007 A-1/A-2 BONDS
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected Revenue & Expenditures	Proposed Budget Fiscal Year 2022
	Adopted	Actual through 3/31/2021	Projected through 9/30/2021		
REVENUES					
Assessment levy: on-roll - gross	\$ 259,957				\$ 259,957
Allowable discounts (4%)	(10,398)				(10,398)
Assessment levy: on-roll - net	249,559	\$ 242,514	\$ 7,045	\$ 249,559	249,559
Interest	-	7	-	7	-
Total revenues	249,559	242,521	7,045	249,566	249,559
EXPENDITURES					
Debt service					
Principal	95,000	-	95,000	95,000	100,000
Principal prepayment	-	10,000	-	10,000	-
Interest	154,675	77,337	77,338	154,675	149,213
Property appraiser	98	-	98	98	98
Tax collector	2,600	2,425	175	2,600	2,600
Total expenditures	252,373	89,762	172,611	262,373	251,911
Excess/(deficiency) of revenues over/(under) expenditures	(2,814)	152,759	(165,566)	(12,807)	(2,352)
Fund balance - beginning (unaudited)	304,206	306,483	459,242	306,483	293,676
Fund balance - ending (projected)	\$ 301,392	\$ 459,242	\$ 293,676	\$ 293,676	291,324
Use of fund balance					
Debt service reserve balance (required)					(183,207)
Interest expense - November 1, 2022					(71,731)
Projected fund balance surplus/(deficit) as of September 30, 2022					\$ 36,386

Boynton Village
 Community Development District
 Series 2007 A-1
 \$3,600,000

Amortization Schedule

Date	Principal	Int. Rate	Interest	Total P+I
11/01/2021	-	-	74,606.25	74,606.25
05/01/2022	100,000.00	5.750%	74,606.25	174,606.25
11/01/2022	-	-	71,731.25	71,731.25
05/01/2023	110,000.00	5.750%	71,731.25	181,731.25
11/01/2023	-	-	68,568.75	68,568.75
05/01/2024	115,000.00	5.750%	68,568.75	183,568.75
11/01/2024	-	-	65,262.50	65,262.50
05/01/2025	120,000.00	5.750%	65,262.50	185,262.50
11/01/2025	-	-	61,812.50	61,812.50
05/01/2026	130,000.00	5.750%	61,812.50	191,812.50
11/01/2026	-	-	58,075.00	58,075.00
05/01/2027	135,000.00	5.750%	58,075.00	193,075.00
11/01/2027	-	-	54,193.75	54,193.75
05/01/2028	145,000.00	5.750%	54,193.75	199,193.75
11/01/2028	-	-	50,025.00	50,025.00
05/01/2029	150,000.00	5.750%	50,025.00	200,025.00
11/01/2029	-	-	45,712.50	45,712.50
05/01/2030	160,000.00	5.750%	45,712.50	205,712.50
11/01/2030	-	-	41,112.50	41,112.50
05/01/2031	170,000.00	5.750%	41,112.50	211,112.50
11/01/2031	-	-	36,225.00	36,225.00
05/01/2032	180,000.00	5.750%	36,225.00	216,225.00
11/01/2032	-	-	31,050.00	31,050.00
05/01/2033	190,000.00	5.750%	31,050.00	221,050.00
11/01/2033	-	-	25,587.50	25,587.50
05/01/2034	205,000.00	5.750%	25,587.50	230,587.50
11/01/2034	-	-	19,693.75	19,693.75
05/01/2035	215,000.00	5.750%	19,693.75	234,693.75
11/01/2035	-	-	13,512.50	13,512.50
05/01/2036	230,000.00	5.750%	13,512.50	243,512.50
11/01/2036	-	-	6,900.00	6,900.00
05/01/2037	240,000.00	5.750%	6,900.00	246,900.00
Total	\$2,595,000.00		\$1,448,137.50	\$4,043,137.50

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT SUMMARY - GENERAL FUND AND DEBT SERVICE FUND
FISCAL YEAR 2022**

On-Roll

Projected Fiscal Year 2022

Number of Units	Unit Type	GF	SRF	DSF	GF, SRF & DSF	FY 21 Assessment
422,430	Comm	\$ 0.0527	\$ -	\$ 0.5996	\$ 0.6523	\$ 0.6686
8	Medplex Condo	70.65	-	833.51	904.16	926.02
152	RAM MF #1	70.65	100.68	-	171.33	199.50
142	RAM MF #2	70.65	113.48	-	184.13	213.11
56	RAM MF #3	70.65	138.54	-	209.19	239.73
171	Alta MF #1	70.65	75.95	-	146.60	173.22
93	Alta MF #2	70.65	85.61	-	156.26	183.48
60	Alta MF #3	70.65	104.51	-	175.16	203.57
279	Morgan Group #1	70.65	120.09	-	190.74	220.12
99	Morgan Group #2	70.65	135.36	-	206.01	236.35
55	Morgan Group TH	70.65	165.24	-	235.89	268.11

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

4

RESOLUTION 2021-07

A RESOLUTION OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2021/2022 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2021/2022 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Palm Beach County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of May, 2021.

Attest:

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION <i>TBD</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2021	Regular Meeting	2:00 PM
November 10, 2021	Regular Meeting	2:00 P.M.
December 8, 2021	Regular Meeting	2:00 P.M.
January 12, 2022	Regular Meeting	2:00 P.M.
February 9, 2022	Regular Meeting	2:00 P.M.
March 9, 2022	Regular Meeting	2:00 P.M.
April 13, 2022	Regular Meeting	2:00 P.M.
May 11, 2022	Regular Meeting	2:00 P.M.
June 8, 2022	Regular Meeting	2:00 P.M.
July 13, 2022	Regular Meeting	2:00 P.M.
August 10, 2022	Regular Meeting	2:00 P.M.
September 7, 2022	Public Hearing & Regular Meeting	2:00 P.M.

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

5

RESOLUTION NO. 2021- 08_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO REGISTER THE DISTRICT WITH AND USE THE E-VERIFY SYSTEM PURSUANT TO THE REQUIREMENTS OF SECTION 448.095, FLORIDA STATUTES; AUTHORIZING EXECUTION OF THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS BETWEEN THE DISTRICT AND THE DEPARTMENT OF HOMELAND SECURITY (DHS); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 448.095, Florida Statutes, requires public employers, like the Boynton Village Community Development District (the “District”), to register with and use the E-Verify system of the United States Department of Homeland Security (the “E-Verify system”) to verify the work authorization status of newly hired employees; and

WHEREAS, Section 448.095, Florida Statutes, also mandates that the District may not, on or after January 1, 2021, enter contracts with a contractor unless the contractor and its subcontractors have registered with and are utilizing the E-Verify system; and

WHEREAS, in order to register with the E-Verify system, the District is required to enter into the E-Verify Memorandum of Understanding for Employers with the Department of Homeland Security (DHS), a copy of which is attached hereto and made a part hereof as Exhibit “A” the (“E-Verify MOU”); and

WHEREAS, in accordance with the requirements of Section 448.095, Florida Statutes, the District Board of Supervisors finds it to be in the best interest of the District to register with the E-Verify system, authorize execution of the E-Verify MOU, and utilize the E-Verify system

in connection with its hiring practices and for new and renewed agreements entered into on or after January 1, 2021 with contractors, service providers, and others providing labor, supplies or services to 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.

Section 2. In accordance with the requirements of Section 448.095, Florida Statutes, the District Manager shall register the District with and utilize the E-Verify system, and shall administer agreements entered into on or after January 1, 2021 with contractors, service providers, and others providing labor, supplies, or services to the District to monitor and enforce E-Verify compliance.

Section 3. The District Manager is authorized to execute the E-Verify MOU on behalf of the District.

Section 4. The District Manager of the District is hereby directed to take other action(s) necessary and consistent with the intent of this Resolution, including but not limited to, completing the tasks needed to otherwise comply with the provisions of Section 448.095, Florida Statutes and the terms, conditions, and requirements of the District as set forth in the E-Verify MOU.

Section 5. 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, such portion shall be severed herein and shall not affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2021, by the Board of Supervisors of the Boynton Village Community Development District.

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name : _____
Secretary/Assistant Secretary

Print Name : _____
Chair/Vice Chair

Exhibit "A"

The E-Verify Memorandum of Understanding for Employers



Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

Employer Identification Number:							
North American Industry Classification Systems Code:							
Parent Company:							
Number of Employees:							
Number of Sites Verified for:							
<p>Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:</p> <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		State	Number of sites	Site(s)			
State	Number of sites	Site(s)					

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

8

Boynton Village CDD - Status of District Improvements Maintained by BTCMA

District Engineer's Report: June 11, 2020	Date BTCMA Notified	BTCMA Update 5.3.2021	Date Completed	Completion Verification	Discussions with BTCMA
<u>Surface Water Management:</u>					
Retention Pond 1 (South) - erosion	June 2019 & June 2020	Requesting Schnars Engineering to be hired Q1 2021 to manage the contractor			11/12: BTCMA finalizing proposal with Schnars Eng. BTCMA currently has a placeholder for time & work
Retention Pond 1 (South) - aerator	June 2020	Aerator not working properly during Staff site visit 6.23.2020 (note: this was after the Engineer's Report)	11/12/2020	Verbal confirmation from Prop. Mgr.	
Retention Pond 2 (North) - slope/outfall pipes	June 2019 & June 2020	Requesting Schnars Engineering to be hired Q1 2021 to manage the contractor			11/12: BTCMA finalizing proposal with Schnars Eng. BTCMA currently has a placeholder for time & work
Retention Pond 2 (North) - aerator	June 2020	Aerator not working properly during Staff site visit 6.23.2020 (note: this was after the Engineer's Report)			11/12: Prop. Mgr. stated apparently no electrical is hooked up to the aerator. Schnars Eng. will evaluate when doing other work.
Retention Pond 2 (North) - erosion	June 2019 & June 2020	Requesting Schnars Engineering to be hired Q1 2021 to manage the contractor			11/12: BTCMA finalizing proposal with Schnars Eng. BTCMA currently has a placeholder for time & work
Lake #1 - maintenance near waters edge (weeds, non natives)	June 2019 & June 2020				BTCMA will add this lake bank for evaluation by Schnars Engineering (to be hired Q1 2021)
<u>Roadways:</u>					
Sidewalk trip hazard/broken repairs in various locations	June 2019 & June 2020		7/17/2020	Complete: 3/1/2021. Email confirmation	
Handicap sidewalk ramps on RCB-South (two)	June 2019 & June 2020		7/14/2020	Complete: 7/14/2020. Pictures provided	
Gutter cleaning (SW side)	June 2019 & June 2020		7/29/2020	Complete: 7/29/2020. Verbal confirmation	
Traffic and Safety deficiencies along Renaissance Commons Blvd (visibility of speed limit sign obstructed by trees, pavement markings need reapplied, deep gouges in various areas of pavement, white and blue RPMs missing and need replaced, several "keep right" signs are leaning, "one way" sign exiting north dog park is not to code) Note: the above is not all encompassing. BTCMA should reference the Engineer's Report and the Traffic & Safety email sent in May 2020	April 2020 & June 2020				Awaiting proposal approval - work start anticipated by end of May.
<u>Miscellaneous:</u>					
Overgrown grass around/under the Observation Deck	June 2020	Cayco now officially the servicer. Will cut this area and cuts area for the city	7/14/2020	Complete 7/14/2020. Pictures provided.	
Signage around lake, ponds and on CDD dock	August 2020	Insurance carrier recommended appropriate and consistent signage around the lake and ponds		Complete: 3/18/2021. Pictures provided	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

9

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2021**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
MARCH 31, 2021**

	Major Funds				Total Governmental Funds
	General	Special Revenue	Debt Service	Capital Projects	
ASSETS					
Cash - SunTrust					
General fund	\$172,846	\$ -	\$ -	\$ -	\$ 172,846
Special revenue fund	206,612	-	-	-	206,612
Investments - US Bank					
Revenue account - (A-1) 1950 Congress	-	-	230,643	-	230,643
Revenue account - (A-2) SFL Devco / WR1 & WR2	-	-	5,310	-	5,310
Reserve account - (A-1) 1950 Congress	-	-	189,790	-	189,790
Reserve account - (A-2) SFL Devco	-	-	749	-	749
Prepayment A-2 - US Bank	-	-	3,484	-	3,484
Construction account	-	-	-	199	199
Due from other	200	-	-	-	200
Due from other funds					
General	-	206,612	29,266	-	235,878
Utility deposits	-	388	-	-	388
Total assets	<u>\$379,658</u>	<u>\$207,000</u>	<u>\$ 459,242</u>	<u>\$ 199</u>	<u>\$ 1,046,099</u>
LIABILITIES					
Liabilities:					
Due to other funds					
Debt service	29,266	-	-	-	29,266
Special revenue	206,612	-	-	-	206,612
Due to Developer	96	-	-	-	96
Total liabilities	<u>235,974</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>235,974</u>
FUND BALANCES					
Assigned:					
Debt service	-	-	459,242	-	459,242
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	90,424	207,000	-	-	297,424
Total fund balances	<u>143,684</u>	<u>207,000</u>	<u>459,242</u>	<u>199</u>	<u>810,125</u>
Total liabilities and fund balances	<u>\$ 379,658</u>	<u>\$ 207,000</u>	<u>\$ 459,242</u>	<u>\$ 199</u>	<u>\$ 1,046,099</u>

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 574	\$ 123,419	\$ 127,017	97%
Interest and miscellaneous	4	19	-	N/A
Total revenues	<u>578</u>	<u>123,438</u>	<u>127,017</u>	97%
EXPENDITURES				
Professional & administrative				
Supervisors	-	800	12,000	7%
Management	3,702	22,211	44,422	50%
Legal	650	2,975	15,000	20%
Engineering	-	755	7,500	10%
Audit	4,500	4,500	6,900	65%
Assessment roll preparation	667	4,000	8,000	50%
Arbitrage rebate calculation	-	-	1,200	0%
Dissemination agent	291	1,750	3,500	50%
Trustee	4,771	4,771	5,000	95%
Postage	-	-	750	0%
Legal advertising	-	1,015	1,500	68%
Annual district filing fee	-	175	175	100%
Insurance	-	6,218	6,514	95%
Office supplies	276	276	500	55%
Other current charges	55	355	750	47%
Website: hosting and maintenance	-	705	705	100%
Website: ADA compliance	-	-	210	0%
Total professional & administrative	<u>14,912</u>	<u>50,506</u>	<u>114,626</u>	44%
Operating services				
Insurance: property	-	849	500	170%
Repairs and maintenance				
Pump station	-	-	3,000	0%
Bridge	-	-	500	0%
Total operating services	<u>-</u>	<u>849</u>	<u>4,000</u>	21%
Other fees and charges				
Tax collector	6	1,234	1,323	93%
Information systems services	-	770	2,030	38%
Property appraiser	-	-	38	0%
Total other fees and charges	<u>6</u>	<u>2,004</u>	<u>3,391</u>	59%
Total expenditures	<u>14,918</u>	<u>53,359</u>	<u>122,017</u>	44%

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Excess/(deficiency) of revenues over/(under) expenditures	(14,340)	70,079	5,000	
Fund balances - beginning	158,024	73,605	56,382	
Fund balances - ending Committed				
3 months working capital	37,510	37,510	35,640	
Bridge	2,000	2,000	4,000	
Irrigation/pump-station	13,750	13,750	8,000	
Unassigned	90,424	90,424	13,742	
Fund balances - ending	<u>\$143,684</u>	<u>\$ 143,684</u>	<u>\$ 61,382</u>	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 564	\$ 121,331	\$ 124,856	97%
Total revenues	<u>564</u>	<u>121,331</u>	<u>124,856</u>	97%
EXPENDITURES				
Professional & administrative				
Landscape maintenance	6,400	32,000	90,000	36%
Property maintenance	1,230	7,839	15,000	52%
Electric	154	839	5,000	17%
Property insurance	-	2,418	2,401	101%
Repairs & maintenance - general	495	495	5,000	10%
Repairs & maintenance - irrigation (non pump station)	875	1,307	10,000	13%
Contingency/other	-	-	6,250	0%
Total professional & administrative	<u>9,154</u>	<u>44,898</u>	<u>133,651</u>	34%
Other fees and charges				
Tax collector	5	1,212	1,301	93%
Property appraiser	-	-	36	0%
Total other fees & charges	<u>5</u>	<u>1,212</u>	<u>1,337</u>	91%
Total expenditures	<u>9,159</u>	<u>46,110</u>	<u>134,988</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	(8,595)	75,221	(10,132)	
Fund balances - beginning	215,595	131,779	112,753	
Fund balance - ending				
Assigned: 3 months working capital	35,548	35,548	35,548	
Assigned: landscape post construction	30,000	30,000	30,000	
Assigned: hard woods trimming & plant replacement	3,250	3,250	3,250	
Unassigned	138,202	138,202	33,823	
Fund balances - ending	<u>\$207,000</u>	<u>\$ 207,000</u>	<u>\$102,621</u>	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - SERIES 2007
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 1,127	\$ 242,514	\$ 249,559	97%
Interest	1	7	-	N/A
Total revenues	<u>1,128</u>	<u>242,521</u>	<u>249,559</u>	97%
EXPENDITURES				
Debt service				
Principal	-	-	95,000	0%
Principal prepayments	-	10,000	-	N/A
Interest	-	77,337	154,675	50%
Total debt service	<u>-</u>	<u>87,337</u>	<u>249,675</u>	35%
Other fees and charges				
Tax collector	11	2,425	2,600	93%
Property appraiser	-	-	98	0%
Total other fees and charges	<u>11</u>	<u>2,425</u>	<u>2,698</u>	90%
Total expenditures	<u>11</u>	<u>89,762</u>	<u>252,373</u>	36%
Excess/(deficiency) of revenues over/(under) expenditures	1,117	152,759	(2,814)	
Fund balances - beginning	458,125	306,483	304,206	
Fund balances - ending	<u>\$ 459,242</u>	<u>\$ 459,242</u>	<u>\$ 301,392</u>	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - SERIES 2007
FOR THE PERIOD ENDED MARCH 31, 2021**

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

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

10

DRAFT

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

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The Board of Supervisors of the Boynton Village Community Development District held a Regular Meeting on February 10, 2021, at 2:00 p.m., at The District Boynton, 1000 Audace Avenue, Boynton Beach, Florida 33426.

Present were:

Richard Buck (via telephone)	Chair
Harvey Gonzalez	Vice Chair
Solange Camet	Assistant Secretary
Bret Fischer	Assistant Secretary
Tierra Smith	Assistant Secretary

Also present were:

Cindy Cerbone (via telephone)	District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
Ginger Wald (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 2:08 p.m. Supervisors Fischer, Camet and Gonzalez were present. Supervisor Buck was attending via telephone. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS

**Consider Appointment to Fill Vacant Seat
3, Term Expires November 2024**

Mr. Buck nominated Ms. Tierra Smith to fill vacant Seat 3. No other nominations were made.

39 **On MOTION by Mr. Gonzalez and seconded by Ms. Camet, with all in favor, the**
40 **appointment of Ms. Tierra Smith to Seat 3, term expires November, 2024, was**
41 **approved.**

- 42
43
44 • **Administration of Oath of Office to Newly Appointed Supervisor (*the following to be***
45 ***provided in separate package*)**

46 Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of
47 Office to Ms. Smith. He briefly explained the following items:

- 48 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and**
49 **Employees**
50 **B. Membership, Obligations and Responsibilities**
51 **C. Financial Disclosure Forms**
52 **I. Form 1: Statement of Financial Interests**
53 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
54 **III. Form 1F: Final Statement of Financial Interests**
55 **D. Form 8B – Memorandum of Voting Conflict**

56 Ms. Smith would advise Mr. Rom of whether she would accept the Supervisor stipend.
57 She was directed to file Form 1 with the Supervisors of Elections office within 30 days to
58 prevent being fined.

59
60 **FOURTH ORDER OF BUSINESS**

Consider Appointment to Fill Vacant Seat
4, Term Expires November 2024

- 61
62
63 • **Administration of Oath of Office to Newly Appointed Supervisor**

64 Mr. Rom stated that Ms. Camet agreed to remain in Seat 4 until the Board appointed a qualified
65 candidate. As Seat 4 was not filled yet and the 90 day holdover expired, he suggested that the Board
66 Members contact residents in their respective areas to generate interest from the community. He
67 noted that the District must provide documentation that it is actively seeking a resident to fill the vacant
68 seat. The Board felt that it would have sufficient time to find a candidate before the next meeting, which
69 would be in May. If there are no options by the May meeting, Mr. Rom suggested the Board allow the
70 District Manager to take an active role and contact the Property Manager to help in generating interest.

71 Ms. Wald stated that the actions documented today would be sufficient to prove the District is actively
72 pursuing a replacement.

73

74 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-05,
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**

75

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81 Mr. Rom presented Resolution 2021-05. Mr. Gonzalez nominated the following slate of
82 officers:

- | | | |
|----|-----------------|---------------------|
| 83 | Richard Buck | Chair |
| 84 | Harvey Gonzalez | Vice Chair |
| 85 | Craig Wrathell | Secretary |
| 86 | Solange Camet | Assistant Secretary |
| 87 | Bret Fischer | Assistant Secretary |
| 88 | Tierra Smith | Assistant Secretary |
| 89 | Cindy Cerbone | Assistant Secretary |
| 90 | Daniel Rom | Assistant Secretary |
| 91 | Craig Wrathell | Treasurer |
| 92 | Jeff Pinder | Assistant Treasurer |

93 No other nominations were made.

94

95 **On MOTION by Mr. Fischer and seconded by Ms. Camet, with all in favor,**
96 **Resolution 2021-05, Designating a Chair, a Vice Chair, a Secretary, Assistant**
97 **Secretaries, a Treasurer and an Assistant Treasurer of the Boynton Village**
98 **Community Development District, and Providing for an Effective Date, as**
99 **nominated, was adopted.**

100

101

102 **SIXTH ORDER OF BUSINESS**

Update: Irrigation and Pump Station

103

104 Mr. Rom reported one incident in which the contractor contacted SCADA about a faulty
105 SIM card, which was under warranty and was replaced at no cost. No issues were reported

106 since then. Mr. Rom reported that the sable palm trees were trimmed in December and looked
107 very nice.

108

109 **SEVENTH ORDER OF BUSINESS** **Update: Outstanding Repair and**
110 **Maintenance Items**

111

112 Mr. Rom presented the Outstanding Repair and Maintenance Items list prepared in
113 coordination with the Boynton Town Center Master Association Property Manager. The list
114 was provided for informational purposes.

115

116 **EIGHTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
117 **Statements as of December 31, 2020**

118

119 Mr. Rom presented the Unaudited Financial Statements as of December 31, 2020.

120

121 **On MOTION by Mr. Fischer and seconded by Mr. Gonzalez, with all in favor, the**
122 **Unaudited Financial Statements as of December 31, 2020, were accepted.**

123

124

125 **NINTH ORDER OF BUSINESS** **Approval of Minutes**

126

127 **A. November 13, 2020 Landowners' Meeting**

128 **B. November 13, 2020 Regular Meeting**

129 Mr. Rom presented the Meeting Minutes listed above.

130

131 **On MOTION by Ms. Camet and seconded by Mr. Gonzalez, with all in favor, the**
132 **November 13, 2020 Landowners' Meeting and the November 13, 2020 Regular**
133 **Meeting, as presented, were approved.**

134

135

136 **TENTH ORDER OF BUSINESS** **Staff Reports**

137

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

139 There being no report, the next item followed.

140 **B. District Engineer: *Schnars Engineering Corporation***

141 There being no report, the next item followed.

142 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

143 **I. Update: Traffic Control and Enforcement**

144 This matter would be addressed once the Master Association corrects the outstanding
145 traffic and safety deficiencies.

146 **II. NEXT MEETING DATE: March 10, 2021 at 2:00 P.M.**

147 • **QUORUM CHECK**

148 The next meeting would likely be held on May 12 2021 at 2:00 p.m. at the Pacifica
149 Apartments, 1100 Audace Avenue, Boynton Beach, Florida 33426 and the March and April
150 meetings would be cancelled, unless it is necessary to meet.

151

152 **ELEVENTH ORDER OF BUSINESS**

Public Comments

153

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

155

156 **TWELFTH ORDER OF BUSINESS**

Supervisors' Requests

157

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

159

160 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

161

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

163

On MOTION by Ms. Camet and seconded by Mr. Gonzalez, with all in favor, the meeting adjourned at 2:27 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

172
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Secretary/Assistant Secretary

Chair/Vice Chair

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

11CI



April 27, 2021

Dennis Lyles
SunTrust Center, Sixth Floor
515 East Las Olas Blvd.
Fort Lauderdale FL 33301

RE: Boynton Village Community Development District

Mr. Lyles:

In accordance with the requirements of Chapter 190(3)(a)(2)(d), we certify that, as of April 15th, 2021, the number of registered voters within the Boynton Village Community Development District boundaries is 548.

Should you have any questions or require additional information, please do not hesitate to contact us.

Jodi Bradley
IT/GIS Department

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

11CIII

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 CANCELED	Regular Meeting	2:00 P.M.
<i>LOCATION: The District Boynton: 1000 Audace Ave., Boynton Beach, Florida 33426</i>		
January 13, 2021 CANCELED	Regular Meeting	2:00 P.M.
February 10, 2021	Regular Meeting	2:00 P.M.
March 10, 2021 CANCELED	Regular Meeting	2:00 P.M.
<i>LOCATION: Pacifica Apartments: 1100 Audace Ave., Boynton Beach, Florida 33426</i>		
April 14, 2021 CANCELED	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.