

BOYNTON VILLAGE

**COMMUNITY DEVELOPMENT
DISTRICT**

May 11, 2022

**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 4, 2022

Board of Supervisors
Boynton Village Community Development District

Dear Board Members:

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

NOTE: Meeting Location

The Board of Supervisors of the Boynton Village Community Development District will hold a Regular Meeting on May 11, 2022, at 2:00 p.m., at Pacifica Apartments, 1100 Audace Avenue, Boynton Beach, Florida 33426. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Richard Buck, Seat 1 (*Term Expires November 2022*)
4. Consider Appointment of Sade Evans to Fill Unexpired Term of Seat 1
 - Administration of Oath of Office to Newly Appointed Supervisor (*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
5. Acceptance of Resignation of Sara Cox, Seat 4 (*Term Expires November 2024*)
6. Consider Appointment of Tonja Stojanovic to Fill Unexpired Term of Seat 4
 - Administration of Oath of Office

7. Acceptance of Resignation of Jennifer Stull, Seat 2 (*Term Expires November 2022*)
8. Consider Appointment of Qualified Elector to Fill Unexpired Term of Seat 2
 - Administration of Oath of Office
9. Consideration of Resolution 2022-03, Designating Certain Officers of the District, and Providing for an Effective Date
10. Consideration of Resolution 2022-04, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Palm Beach County Supervisor of Elections Begin Conducting the District's General Elections; Providing for Compensation; Setting Forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
11. Consideration of Resolution 2022-05, Approving Proposed Budgets for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
12. Consideration of Resolution 2022-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
13. Ratification of The Osprey Group, Inc., Invoice #20816 for Cortina Greenway ACC Controller Replacement
14. Consideration of The Osprey Group, Inc, Invoice #20819 for Cortina Greenway Repairs
15. Status of Renaissance Commons Blvd. Bridge Repair Work
16. Update: Boynton Town Center Master Association (BTCMA) North and South Pond Bank Repair Projects
 - Project Spreadsheet
17. Consideration of Schnars Engineering Corporation Stormwater Management Needs Analysis Proposal
18. Acceptance of Unaudited Financial Statements as of March 31, 2022

19. Approval of December 8, 2021 Regular Meeting Minutes

20. 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*

- NEXT MEETING DATE: June 8, 2022 at 2:00 P.M., at *Pacifica Apartments, 1100 Audace Avenue, Boynton Beach, Florida 33426*

○ QUORUM CHECK

Sade Evans	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
	<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
Tonja Stojanovic	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
James Wallace III	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

21. Public Comments

22. Supervisors' Requests

23. 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

PARTICIPANT PASSCODE: 528 064 2804

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Boynton Village Community Development District
Attn: Daniel Rom, District Manager
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

From: Richard A. Buck

Date: 11MAY2022

I hereby tender my resignation as a member of the Board of Supervisors of the *Boynton Village Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors, effective immediately.

I certify that this Notice of Tender of Resignation has been executed by me, scanned and electronically transmitted to gillyardd@whhassociates.com and I agree that the executed emailed copy shall be binding and enforceable as an original.



Signature

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Boynton Village Community Development District
Attn: Daniel Rom, District Manager
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

From: SARA COX
Printed Name

Date: MAY 11, 2022

I hereby tender my resignation as a member of the Board of Supervisors of the *Boynton Village Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors, effective immediately.

I certify that this Notice of Tender of Resignation has been executed by me and [] faxed to 561-571-0013 or [] scanned and electronically transmitted to gillyardd@whhassociates.com and agree that the executed fax or email copy shall be binding and enforceable as an original.

SARA COX

Signature

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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NOTICE OF TENDER OF RESIGNATION

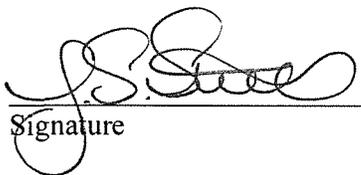
To: Board of Supervisors
Boynton Village Community Development District
Attn: Daniel Rom, District Manager
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

From: Jennifer S. Stull
Printed Name

Date: April 27, 2022

I hereby tender my resignation as a member of the Board of Supervisors of the *Boynton Village Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors, effective immediately.

I certify that this Notice of Tender of Resignation has been executed by me and faxed to 561-571-0013 or scanned and electronically transmitted to gillyardd@whhassociates.com and agree that the executed fax or email copy shall be binding and enforceable as an original.



Signature

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, 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; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. **Craig Wrathell** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Daniel Rom is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of May, 2022.

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 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND 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 Boynton Village Community Development District ("Board") seeks to implement section 190.006(3), Florida Statutes, and to instruct the Palm Beach County Supervisor of Elections ("Supervisor") to conduct the District's general election ("General Election").

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

- 1. GENERAL ELECTION SEATS.** Seat 1, currently held by Sade Evans, and Seat 2, currently vacant, are scheduled for the General Election in November 2022. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.
- 2. QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Palm Beach County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.
- 3. COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.
- 4. TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2022, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **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.

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

PASSED AND ADOPTED THIS 11TH DAY OF MAY, 2022.

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIR/VICE CHAIR, BOARD OF SUPERVISORS

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Exhibit A

**BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Boynton Village Community Development District will commence at noon on June 13, 2022, and close at noon on June 17, 2022. Candidates must qualify for the office of Supervisor with the Palm Beach County Supervisor of Elections located at 240 South Military Trail, West Palm Beach, Florida 33415, (561) 656-6200. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District, as defined in Section 190.003, Florida Statutes. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Palm Beach County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Boynton Village Community Development District has two (2) seats up for election, specifically seats 1 and 2. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, in the manner prescribed by law for general elections.

For additional information, please contact the Palm Beach County Supervisor of Elections.

**District Manager
Boynton Village Community Development District**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2022/2023 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, 2022, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"); 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 2022/2023 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: September 14, 2022

HOUR: 2:00 p.m.

LOCATION: Sea Lofts at Boynton Village
600 Sea Lofts Drive
Boynton Beach, Florida 33426

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 Lee 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 11th DAY OF MAY, 2022.

ATTEST:

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2022/2023 Proposed Budget

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
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**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022			Proposed Budget FY 2023
	Adopted Budget FY 2023	Actual through 3/31/2022	Projected through 9/30/2022	
REVENUES				
Assessment levy: on-roll - gross	\$ 101,042			\$ 104,750
Allowable discounts (4%)	(4,042)			(4,190)
Assessment levy: on-roll - net	97,000	\$ 93,659	\$ 3,341	\$ 97,000
Interest and miscellaneous	-	20	-	20
Total revenues	<u>97,000</u>	<u>93,679</u>	<u>3,341</u>	<u>97,020</u>
				<u>100,560</u>
EXPENDITURES				
Professional & administrative				
Supervisors	4,000	600	3,230	3,830
Management/accounting/recording	44,422	22,211	22,211	44,422
Legal	10,000	3,750	1,500	5,250
Engineering	7,000	1,402	12,000	13,402
Audit	7,100	-	7,100	7,100
Assessment roll preparation	8,000	4,000	4,000	8,000
Arbitrage rebate calculation	1,200	-	1,200	1,200
Dissemination agent	3,500	1,750	1,750	3,500
Trustee	5,000	4,771	229	5,000
Postage	750	-	750	750
Legal advertising	1,500	-	1,500	1,500
Annual district filing fee	175	175	-	175
Insurance: GL & POL	6,840	6,695	-	6,695
Office supplies	500	-	500	500
Other current charges	750	334	416	750
Website maintenance	705	705	-	705
ADA website compliance	210	210	-	210
Total professional & admin	<u>101,652</u>	<u>46,603</u>	<u>56,386</u>	<u>102,989</u>
Field operations				
Insurance: property (pump station)	570	570	-	570
Repairs & maintenance				
Pump station	2,000	455	1,545	2,000
Bridge	500	5,750	10,000	15,750
Total field operations	<u>3,070</u>	<u>6,775</u>	<u>11,545</u>	<u>18,320</u>

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Actual & Projected	Proposed Budget FY 2023
	Adopted Budget FY 2023	Actual through 3/31/2022	Projected through 9/30/2022		
Other fees and charges					
Tax collector	1,323	937	386	1,323	1,048
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>1,707</u>	<u>1,684</u>	<u>3,391</u>	<u>3,116</u>
Total expenditures	<u>108,113</u>	<u>55,085</u>	<u>69,615</u>	<u>124,700</u>	<u>110,560</u>
Excess/(deficiency) of revenues over/(under) expenditures	5,000	38,594	(66,274)	(27,680)	(10,000)
Fund balance - beginning (unaudited)	56,382	110,656	149,250	110,656	82,976
Fund balance - ending					
Committed:					
3 months working capital	35,640	37,510	37,510	37,510	33,735
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	99,740	33,466	33,466	17,241
Fund balance - ending (projected)	<u>\$ 61,382</u>	<u>\$ 149,250</u>	<u>\$ 82,976</u>	<u>\$ 82,976</u>	<u>\$ 72,976</u>

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

EXPENDITURES

Professional Services

Supervisors	\$ 4,306
<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	45,755
<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	7,300
<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	7,723
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	104,374
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	1,048
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	3,116
Total expenditures and other uses	\$ 110,560

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND BUDGET (GREENWAY)
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2023
	Adopted Budget FY 2023	Actual through 3/31/2021	Projected through 9/30/2021		
REVENUES					
Assessment levy: on-roll - gross	\$ 122,389				\$ 118,572
Allowable discounts (4%)	(4,896)				(4,743)
Assessment levy: on-roll - net	117,493	\$ 113,453	\$ 4,040	\$ 117,493	113,829
Total revenues	117,493	113,453	4,040	117,493	113,829
EXPENDITURES					
Professional & administrative					
Landscape maintenance	90,000	38,400	57,000	95,400	96,550
Plant replacements	2,500	-	2,500	2,500	2,500
Property maintenance (porter services)	15,000	7,880	7,120	15,000	15,000
Electric	2,000	1,068	1,100	2,168	2,000
Property insurance	3,024	2,552	-	2,552	4,057
Repairs & maintenance - general	7,500	195	7,305	7,500	7,500
Repairs & maintenance - irrigation (non pump station)	10,000	-	7,140	7,140	10,000
Contingency/other	5,000	-	5,000	5,000	5,000
Total professional & admin	135,024	50,095	87,165	137,260	142,607
Other fees and charges					
Tax collector	1,224	1,135	89	1,224	1,186
Property appraiser	36	-	36	36	36
Total other fees & charges	1,260	1,135	125	1,260	1,222
Total expenditures	136,284	51,230	87,290	138,520	143,829
Excess/(deficiency) of revenues over/(under) expenditures	(18,791)	62,223	(83,250)	(21,027)	(30,000)
Fund balance - beginning (unaudited)	125,691	154,828	217,051	154,828	133,801
Fund balance - ending					
Assigned: 3 months working capital	36,339	36,339	32,916	32,916	39,000
Assigned: landscape post construction	30,000	30,000	30,000	30,000	30,000
Assigned: hard woods trimming	7,500	7,500	7,500	7,500	-
Unassigned	33,061	143,212	63,385	63,385	34,801
Fund balance - ending (projected)	\$ 106,900	\$ 217,051	\$ 133,801	\$ 133,801	\$ 103,801

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

EXPENDITURES

Professional Services

Landscape maintenance	\$ 96,550
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	4,057
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	1,186
Property appraiser	36
Total expenditures and other uses	<u><u>\$ 143,829</u></u>

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2007 A-1/A-2 BONDS
FISCAL YEAR 2023**

Fiscal Year 2022

	Adopted Budget FY 2023	Actual through 3/31/2021	Projected through 9/30/2021	Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2023
REVENUES					
Assessment levy: on-roll - gross	\$ 259,957				\$ 257,140
Allowable discounts (4%)	(10,398)				(10,286)
Assessment levy: on-roll - net	249,559	\$ 240,975	\$ 8,584	\$ 249,559	246,854
Interest	-	8	-	8	-
Total revenues	249,559	240,983	8,584	249,567	246,854
EXPENDITURES					
Debt service					
Principal	100,000	-	100,000	100,000	105,000
Principal prepayment	-	10,000	-	10,000	-
Interest	149,213	74,319	74,031	148,350	142,313
Property appraiser	98	-	98	98	98
Tax collector	2,600	2,409	191	2,600	2,571
Total expenditures	251,911	86,728	174,320	261,048	249,982
Excess/(deficiency) of revenues over/(under) expenditures	(2,352)	154,255	(165,736)	(11,481)	(3,128)
Fund balance - beginning (unaudited)	293,676	296,138	450,393	296,138	284,657
Fund balance - ending (projected)	\$ 291,324	\$ 450,393	\$ 284,657	\$ 284,657	281,529
Use of fund balance					
Debt service reserve balance (required)					(174,735)
Interest expense - November 1, 2023					(68,138)
Projected fund balance surplus/(deficit) as of September 30, 2023					\$ 38,656

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

Amortization Schedule

Date	Principal	Int. Rate	Interest	Total P+I
11/01/2022	-	-	71,156.25	71,156.25
05/01/2023	105,000.00	5.750%	71,156.25	176,156.25
11/01/2023	-	-	68,137.50	68,137.50
05/01/2024	115,000.00	5.750%	68,137.50	183,137.50
11/01/2024	-	-	64,831.25	64,831.25
05/01/2025	120,000.00	5.750%	64,831.25	184,831.25
11/01/2025	-	-	61,381.25	61,381.25
05/01/2026	125,000.00	5.750%	61,381.25	186,381.25
11/01/2026	-	-	57,787.50	57,787.50
05/01/2027	135,000.00	5.750%	57,787.50	192,787.50
11/01/2027	-	-	53,906.25	53,906.25
05/01/2028	145,000.00	5.750%	53,906.25	198,906.25
11/01/2028	-	-	49,737.50	49,737.50
05/01/2029	150,000.00	5.750%	49,737.50	199,737.50
11/01/2029	-	-	45,425.00	45,425.00
05/01/2030	160,000.00	5.750%	45,425.00	205,425.00
11/01/2030	-	-	40,825.00	40,825.00
05/01/2031	170,000.00	5.750%	40,825.00	210,825.00
11/01/2031	-	-	35,937.50	35,937.50
05/01/2032	180,000.00	5.750%	35,937.50	215,937.50
11/01/2032	-	-	30,762.50	30,762.50
05/01/2033	190,000.00	5.750%	30,762.50	220,762.50
11/01/2033	-	-	25,300.00	25,300.00
05/01/2034	200,000.00	5.750%	25,300.00	225,300.00
11/01/2034	-	-	19,550.00	19,550.00
05/01/2035	215,000.00	5.750%	19,550.00	234,550.00
11/01/2035	-	-	13,368.75	13,368.75
05/01/2036	225,000.00	5.750%	13,368.75	238,368.75
11/01/2036	-	-	6,900.00	6,900.00
05/01/2037	240,000.00	5.750%	6,900.00	246,900.00
Total	\$2,475,000.00		\$1,290,012.50	\$3,765,012.50

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT SUMMARY - GENERAL FUND AND DEBT SERVICE FUND
FISCAL YEAR 2023**

On-Roll

		Projected Fiscal Year 2023					
Number of Units	Unit Type	GF	SRF	DSF	GF, SRF & DSF	FY 22 Assessment	
422,430	Comm	\$ 0.0547	\$ -	\$ 0.5931	\$ 0.6478	\$ 0.6523	
8	Medplex Condo	73.24	-	824.57	897.81	904.16	
152	RAM MF #1	73.24	97.54	-	170.78	171.33	
142	RAM MF #2	73.24	109.94	-	183.18	184.13	
56	RAM MF #3	73.24	134.22	-	207.46	209.19	
171	Alta MF #1	73.24	73.58	-	146.82	146.60	
93	Alta MF #2	73.24	82.94	-	156.18	156.26	
60	Alta MF #3	73.24	101.25	-	174.49	175.16	
279	Morgan Group #1	73.24	116.34	-	189.58	190.74	
99	Morgan Group #2	73.24	131.14	-	204.38	206.01	
55	Morgan Group TH	73.24	160.09	-	233.33	235.89	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2022-06

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 2022/2023 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 2022/2023 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 11th day of May, 2022.

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 2022/2023 MEETING SCHEDULE		
LOCATION <i>TBD</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 12, 2022	Regular Meeting	2:00 P.M.
November 9, 2022	Regular Meeting	2:00 P.M.
December 7, 2022	Regular Meeting	2:00 P.M.
January 11, 2023	Regular Meeting	2:00 P.M.
February 8, 2023	Regular Meeting	2:00 P.M.
March 8, 2023	Regular Meeting	2:00 P.M.
April 12, 2023	Regular Meeting	2:00 P.M.
May 10, 2023	Regular Meeting	2:00 P.M.
June 14, 2023	Regular Meeting	2:00 P.M.
July 12, 2023	Regular Meeting	2:00 P.M.
August 9, 2023	Regular Meeting	2:00 P.M.
September 13, 2023	Public Hearing & Regular Meeting	2:00 P.M.

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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THE OSPREY GROUP, INC.
 14124 Smith Sundry Road
 Delray Beach, FL. 33446
 Ph: (561) 637-9891
 Email: office@ospreylandscape.com

Invoice

Date	Invoice #
4/25/2022	20816

538.005
 002

Boynton Village CDD
 c/o Wrathell, Hunt & Associates
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

P.O. No.	Terms	Due Date	Account #	Project
Proposal 4001	Due on receipt	4/25/2022		Cortina Greenwa...
Description	Qty	Rate	Amount	
Cortina Greenway - ACC Controller replacement Work Completed 3/22/22 Hunter ACC2 Controller w/2 wire module Replaced the controller that was not operating properly. The old hunter ace controller was not sending out power to decoders in field. Installed a new hunter acc2 controller. System tested upon completion.		2,340.00	2,340.00	
			Total	\$2,340.00
			Payments/Credits	\$0.00
			Balance Due	\$2,340.00



4.25.2022

Daniel Rom, District Manager

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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THE OSPREY GROUP, INC.
 14124 Smith Sundry Road
 Delray Beach, FL. 33446
 Ph: (561) 637-9891
 Email: office@ospreylandscape.com

Invoice

Date	Invoice #
4/25/2022	20819

538.005
002

Boynton Village CDD
 c/o Wrathell, Hunt & Associates
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

P.O. No.	Terms	Due Date	Account #	Project
3/23 - 3/25	Due on receipt	4/25/2022		Cortina Greenwa...
Description	Qty	Rate	Amount	
Work completed March 23-25 After Installing new controller we repaired zones not working on the system. We replaced 5 decoders and repaired any bad wire connections with DBY connectors.				
LCD 100 Hunter Decoder	5	257.40	1,287.00	
DBY Connectors	16	4.95	79.20	
Service Truck with Irrigation Foreman and Technician (2-Man Crew Per Hour)	12	95.00	1,140.00	
Total			\$2,506.20	
Payments/Credits			\$0.00	
Balance Due			\$2,506.20	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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Boynton Village CDD - Status of District Improvements Maintained by BTCMA

District Engineer's Report: July 30, 2021	Date BTCMA Notified	BTCMA Update 9.2.2021	Date Completed	Discussions with BTCMA	BTCMA Updates 5.5.2022
<u>Surface Water Management System:</u>					
Retention Pond 1 (South) - erosion	June 2019, June 2020, September 2021	Requesting Schnars Engineering to be hired Q1 2021 to manage the contractor		11/12: BTCMA finalizing proposal with Schnars Eng. for Q1 2022 start. BTCMA currently has a placeholder for time & work	Pending
Retention Pond 1 (South) - aerator	June 2020, September 2021	Aerator not working properly		To be reviewed during Schnars Eng. work	Pending
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	Pending
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.	Pending
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	Pending
<u>Roadways / Sidewalks:</u>					
Sidewalk trip hazard/broken repairs in various locations	September 2021				Pending
Gutter cleaning (multiple)	September 2021				Completed Quarterly
<u>Miscellaneous:</u>					

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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Via Email

May 5, 2022

Daniel Rom, District Manager
Boynton Village Community Development District
c/o Wrathell, Hunt, and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

**Re: Agreement for Professional Services Addendum
Boynton Village Community Development District
Schnars Engineering Corporation Proposal No. 04173**

Daniel:

In accordance with your recent request, please accept this addendum to our original agreement dated September 9, 2014, between **Schnars Engineering Corporation** ("CONSULTANT") and **Boynton Village Community Development District** ("CLIENT") for professional site engineering services is submitted for your consideration and approval.

I. PURPOSE OF AGREEMENT/DESCRIPTION

The CONSULTANT proposes to continue providing professional site engineering services to support the on-going operations of the Boynton Village Community Development District, an approximate 106 acres mixed use development consisting residential and commercial uses. The site is located on the east side of Congress Avenue and north of Old Boynton Beach Road in the City of Boynton Beach, Palm Beach County, Florida.

II. SCOPE OF SERVICES

Section 1 - Engineering Services

1.2 STORMWATER ANALYSIS

Pursuant to Chapter 2021-194, Laws of Florida and Section 43.9302, Florida Statutes, the CONSULTANT shall prepare a Stormwater Management needs analysis of existing facilities. The analysis will include the following with assistance from the District Manager's office:

1. A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
2. The number of current and projected residents served calculated in five (5) year increments.

3. The current and projected service area for the stormwater management program or stormwater management system.
4. The current and projected cost of providing services calculated in five (5) year increments.
5. The estimated remaining useful life of each facility or its major components.
6. The most recent five (5) year history of annual contributions to, expenditures from, and balances of any capital account from maintenance or expansion of any facility or its major components; and
7. The local government's plan to fund the maintenance or expansion of any facility or its major components, including historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

In support of the above, the CONSULTANT shall visit the site to perform a review of the existing stormwater management system and prepare a report of findings.

Section 5 - Additional Services

- 5.1 Additional services required by the CLIENT will be performed on an hourly fee basis in accordance with the terms and conditions of this agreement and our current professional service fee schedule. No additional services will be performed unless said services are specifically requested by the CLIENT in writing, and the CLIENT is informed that the additional services are not within the scope of this agreement.

III. COMPENSATION

Billings will be prepared monthly, based upon a percent complete of lump sum elements, or for work accomplished for hourly rate elements, plus reimbursable expenses.

The schedule of additional fees is as follows:

Item No.	Description	Amount	Type
1.2	Stormwater Analysis	\$ 10,000.00	Time and Materials

The amount listed for the time and material items is an estimated budget and shall not be exceeded without the express written consent of the CLIENT.

IV. CLOSURE

Except as specifically amended above, all terms and provisions of our original agreement shall remain in full force and effect.

Any claim made by the CLIENT arising out of any acts, errors or omissions by any officer, director, individual, agent or employee of the CONSULTANT, including any individually

Registered Engineer who may be signing and sealing engineering documents in the execution or performance of this agreement or the Engineering Services herein, shall only be made against Schnars Engineering Corporation and its insurance carriers, and not any officer, director, individual, agent, or employee of the CONSULTANT or individually Registered Engineer. **IN FURTHERANCE OF THE FOREGOING, PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.**

If you concur with the foregoing and wish to direct us to proceed with the aforementioned work, please execute the enclosed copy of this letter agreement in the space provided and return same to the undersigned

We appreciate the opportunity to submit our proposal. If you have any questions concerning this matter or if we may be of further assistance, please do not hesitate to contact us.

IN WITNESS WHEREOF, the CONSULTANT and CLIENT have executed this letter agreement the day and year indicated below.

As to CONSULTANT,
SCHNARS ENGINEERING CORP.



Jeffrey T. Schnars, P.E.
President

DATED: May 5, 2022

As to CLIENT,
**Boynton Village Community Development
District**

By:
Chair

DATED: _____

STANDARD AGREEMENT PROVISIONS

SECTION 1 - Period of Performance

- 1.1 The CONSULTANT will begin work within (10) days after receipt of a fully executed copy of this Agreement; such receipt shall constitute written notice to proceed.
- 1.2 If the service under this Agreement continue for a period of more than one (1) year from the notice to proceed, the CONSULTANT shall be entitled to renegotiate the terms of this Agreement.
- 1.3 The CONSULTANT shall not be bound under this Agreement if modifications to the terms contained herein are made without the written consent of the CONSULTANT (such consent to be signified by the CONSULTANT'S initials next to each modification, and if a fully executed copy hereof is not received from the CLIENT by the CONSULTANT on or before sixty (60) calendar days from the date of execution by the CONSULTANT.
- 1.4 The CONSULTANT shall not be responsible for delays caused by factors beyond the CONSULTANT'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of the CONSULTANTS services or work product, or delays caused by faulty performance by the CLIENT'S or by contractors of any level. When such delays beyond the CONSULTANT'S reasonable control occur, the CLIENT agrees that the CONSULTANT shall not be responsible for damages, nor shall the CONSULTANT be deemed in default of this Agreement.

SECTION 2 - Method of Payment and Invoicing

- 2.1 Invoices will be submitted by the CONSULTANT to the CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. CONSULTANT'S standard invoice format shall apply and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts. On a Time and Material contract, invoices shall be submitted in accordance with our current professional service fee schedule.
- 2.2 In the event of any dispute concerning the accuracy of content of any invoice, the CLIENT shall within fifteen (15) days from the date of said invoice, notify CONSULTANT in writing stating the exact nature and amount of the dispute. Any invoice which is not questioned within fifteen (15) days shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within fifteen (15) days, the CLIENT shall be obligated to pay the undisputed portion of the invoice as set forth in Section 2.1.
- 2.3 If the CLIENT fails to make any payment due the CONSULTANT for services and expenses within sixty (60) days from the date of invoice, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, apply the retainer to the unpaid balance of the account and/or suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work which will be negotiated when work is resumed.
- 2.4 In the event any invoice or any portion thereof remains unpaid for more than sixty (60) days following the invoice date, the CONSULTANT may, following seven (7) days prior written notice to the CLIENT, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and other expenses related to the proceeding. Such expenses shall include, but shall not be limited to, the cost, determined at the CONSULTANT'S normal hourly billing rates, of the time devoted to such proceeding by its employees, and CLIENT agrees to pay same.

SECTION 3 - Reimbursable Expenses

- 3.1 CONSULTANT shall be reimbursed for out-of-pocket expenses directly chargeable to the project, at actual cost incurred. Typical reimbursable expenses include travel, lodging, meals when traveling on the CLIENT'S behalf, identifiable communication expenses, all reproduction costs, express mail and courier fees.

SECTION 4 - Additional Services

- 4.1 The undertaking by the CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon request of the CLIENT, the CONSULTANT agrees to perform additional services hereunder, the CLIENT shall be obligated to pay the CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT'S then current professional fee schedule, plus reimbursable expenses so incurred by the CONSULTANT, unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.
- 4.2 Additional services shall include revisions to work previously performed that are required because of a change in the date or criteria furnished to the CONSULTANT, or a change in the scope or concept of the project initiated by the CLIENT, or services that are required by changes in the requirements of public agencies, after work under this Agreement has commenced.

SECTION 5 - Re-use of Documents

- 5.1 All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by CONSULTANT are instruments of CONSULTANT'S service and are CONSULTANT'S property. Upon payment for Services, the plans and specification prepared for the project shall be considered property of the CLIENT. The CLIENT agrees not to use CONSULTANT generated documents for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT'S express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the CLIENT'S sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.
- 5.2 The CLIENT may, at his expense, obtain a set of reproducible copies of any maps and/or drawings prepared for him by the CONSULTANT, in consideration of which the CLIENT agrees that no additions, deletions, changes or revision shall be made to same without the express written verification of adaptation by the CONSULTANT mandated that the CLIENT indemnify and hold the CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting therefrom.

- 5.3 Photographs of any completed project embodying the services of the CONSULTANT provided hereunder may be made by the CONSULTANT and shall be considered as its property and may be used for publication.

SECTION 6 - Termination

- 6.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the party. For the purposes of this Agreement, the failure to pay any invoice submitted by CONSULTANT within sixty (60) days of the date of said invoice, shall be considered a substantial failure on behalf of the CLIENT. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

SECTION 7 - CLIENT'S Obligations

- 7.1 The CLIENT shall provide CONSULTANT with all dates, studies, surveys, plats and all other pertinent information concerning the Project.
- 7.2 The CLIENT shall designate a person to act with authority on CLIENT'S behalf with respect to all aspects of the Project.
- 7.3 The CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project.
- 7.4 The CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.

SECTION 8 - Persons Bound by Agreement

- 8.1 The persons bound by this Agreement are the CONSULTANT and the CLIENT and their respective partner, successors, heirs, executors, administrators, assigns and other legal representatives.
- 8.2 This Agreement and any interest associated with this Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. The CONSULTANT shall not, in connection with any such assignment by the CLIENT, be required to execute any documents that in any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT'S contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and subcontractors as CONSULTANT may deem appropriate to assist in the performance of the services hereunder.
- 8.3 Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and the CLIENT. CONSULTANT'S services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT'S performance of services hereunder.

SECTION 9 - Insurance

- 9.1 The CONSULTANT is protected by Worker's Compensation Insurance, Professional Liability Insurance, Automobile Liability Insurance and by General Liability Insurance and will furnish certificates of insurance upon request. If the CLIENT requires increased insurance coverage, the CONSULTANT will, if specifically directed by CLIENT, exercise reasonable commercial efforts to secure additional insurance, if obtained at the CLIENT'S expense.

SECTION 10 - Limitation of Liability

- 10.1 To the extent permitted by law, CONSULTANT'S the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, employees, agents, consultants, subcontractors to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT'S services under this Agreement, from any cause or causes whatsoever, including but not limited to the CONSULTANT'S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation under this Agreement, the total amount of \$100,000.00, or the funds provided from the CONSULTANT'S insurance carrier whichever is greater. In no event shall CONSULTANT be liable for any indirect, special or consequential loss or damage arising out of the services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of CONSULTANT or otherwise.
- 10.2 Any claim made by the CLIENT arising out of any acts, errors or omissions by any officer, director, individual, agent or employee of the CONSULTANT, including any individually Registered Engineer who may be signing and sealing engineering documents in the execution or performance of this agreement or the Engineering Services herein, shall only be made against Schnars Engineering Corporation and its insurance carriers, and not any officer, director, individual, agent, or employee of the CONSULTANT or individually Registered Engineer. **IN FURTHERANCE OF THE FOREGOING, PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.**
- 10.3 Exclusion of Liability for Matters Relating to Pollution: CLIENT agrees that CONSULTANT shall have no liability to CLIENT, or to any person or entity employed directly or indirectly by CLIENT on the project for damages of any kind from services rendered by CONSULTANT relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of pollutants, whether caused by the negligence of CONSULTANT. In the event that the CONSULTANT or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the CONSULTANT'S services, the CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until the CLIENT retains appropriate specialist consultant's or contractor's to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

SECTION 11 - Professional Standards

- 11.1 The CONSULTANT'S services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services at the same time, in the same locality, at similar sites, and under the same or similar circumstances and conditions. CONSULTANT makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. The CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements ("Laws") in effect as of the date of execution of this Agreement. It is understood, however, that various Laws are subject to varying and sometimes contradictory interpretation. The CONSULTANT shall exercise its professional skill and care consistent with the generally accepted standard of care to provide a design that complies with such Laws. The Consultant cannot warrant that all documents issued by it shall comply with said Law. CONSULTANT does not warrant or represent that any governmental approval will be obtained.
- 11.2 Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by the CLIENT, is in accordance with all applicable governmental regulations.

SECTION 12 - Opinions of Cost

- 12.1 Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgement as an experienced and qualified CONSULTANT, familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If, at any time, the CLIENT wishes greater assurance as to the amount of any cost, the CLIENT shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the CLIENT will be paid for as additional services hereunder by the CLIENT.

SECTION 13 - Construction Phase Services

- 13.1 If CONSULTANT performs any services during the construction phase of the project, CONSULTANT shall not supervise, direct, or have control over Contractor's work. CONSULTANT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. CONSULTANT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

SECTION 14 - Information Reliance

- 14.1 CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by CLIENT, CLIENT'S consultants and contractors, and information from public records, without the need for independent verification.

SECTION 15 - Certifications

- 15.1 CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT'S having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain.

SECTION 16 - General

- 16.1 This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida.
- 16.2 No waiver by CONSULTANT of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.
- 16.3 This Agreement, including all requests for additional services placed hereunder, expresses the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.

PROFESSIONAL SERVICES FEE SCHEDULE

Effective July 1, 2021

Administrative Assistant	\$60.00/hr.
Computer Aided Design and Drafting (CADD) Operator.....	\$90.00/hr.
Sr. Computer Aided Design and Drafting (CADD) Operator.....	\$110.00/hr.
Planning Technician	\$105.00/hr.
Sr. Planning Technician.....	\$110.00/hr.
Engineering Inspector.....	\$100.00/hr.
Senior Engineering Inspector	\$110.00/hr.
Engineering Designer	\$100.00/hr.
Sr. Engineering Designer.....	\$110.00/hr.
Professional Engineer (P.E.)	\$170.00/hr.
Principal Professional Engineer (P.E.)	\$195.00/hr.
Bond Black and White Prints (24" x 36").....	\$2.00/ea.

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

18

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2022**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
MARCH 31, 2022**

	Major Funds				Total Governmental Funds
	General	Special Revenue	Debt Service	Capital Projects	
ASSETS					
Cash - SunTrust					
General fund	\$ 149,146	\$ -	\$ -	\$ -	\$ 149,146
Special revenue fund	216,663	-	-	-	216,663
Investments - US Bank					
Revenue account - (A-1) 1950 Congress	-	-	257,075	-	257,075
Revenue account - (A-2) SFL Devco / WR1 & WR2	-	-	7,289	-	7,289
Reserve account - (A-1) 1950 Congress	-	-	181,795	-	181,795
Reserve account - (A-2) SFL Devco	-	-	749	-	749
Prepayment A-2 - US Bank	-	-	3,485	-	3,485
Construction account	-	-	-	199	199
Due from other	200	-	-	-	200
Due from other funds					
General	-	216,663	-	-	216,663
Utility deposits	-	388	-	-	388
Total assets	<u>\$ 366,009</u>	<u>\$ 217,051</u>	<u>\$ 450,393</u>	<u>\$ 199</u>	<u>\$ 1,033,652</u>
LIABILITIES					
Liabilities:					
Due to other funds					
Special revenue	216,663	-	-	-	216,663
Due to Developer	96	-	-	-	96
Total liabilities	<u>216,759</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>216,759</u>
FUND BALANCES					
Assigned:					
Debt service	-	-	450,393	-	450,393
Capital projects	-	-	-	199	199
3 months working capital	-	36,339	-	-	36,339
Landscape post construction	-	30,000	-	-	30,000
Hard woods trimming	-	7,500	-	-	7,500
Committed					
3 months working capital	32,383	-	-	-	32,383
Bridge	6,000	-	-	-	6,000
Irrigation/pump-station	16,000	-	-	-	16,000
Unassigned	94,867	143,212	-	-	238,079
Total fund balances	<u>149,250</u>	<u>217,051</u>	<u>450,393</u>	<u>199</u>	<u>816,893</u>
Total liabilities and fund balances	<u>\$ 366,009</u>	<u>\$ 217,051</u>	<u>\$ 450,393</u>	<u>\$ 199</u>	<u>\$ 1,033,652</u>

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 93,659	\$ 97,000	97%
Interest and miscellaneous	3	20	-	N/A
Total revenues	<u>3</u>	<u>93,679</u>	<u>97,000</u>	97%
EXPENDITURES				
Professional & administrative				
Supervisors	-	600	4,000	15%
Management	3,702	22,211	44,422	50%
Legal	1,000	3,750	10,000	38%
Engineering	427	1,402	7,000	20%
Audit	-	-	7,100	0%
Assessment roll preparation	667	4,000	8,000	50%
Arbitrage rebate calculation	-	-	1,200	0%
Dissemination agent	292	1,750	3,500	50%
Trustee	-	4,771	5,000	95%
Postage	-	-	750	0%
Legal advertising	-	-	1,500	0%
Annual district filing fee	-	175	175	100%
Insurance	-	6,695	6,840	98%
Office supplies	-	-	500	0%
Other current charges	42	334	750	45%
Website: hosting and maintenance	-	705	705	100%
Website: ADA compliance	-	210	210	100%
Total professional & administrative	<u>6,130</u>	<u>46,603</u>	<u>101,652</u>	46%
Operating services				
Insurance: property	-	570	570	100%
Repairs and maintenance				
Pump station	-	455	2,000	23%
Bridge	-	5,750	500	1150%
Total operating services	<u>-</u>	<u>6,775</u>	<u>3,070</u>	221%
Other fees and charges				
Tax collector	130	937	1,010	93%
Information systems services	-	770	2,030	38%
Property appraiser	-	-	38	0%
Total other fees and charges	<u>-</u>	<u>1,707</u>	<u>3,078</u>	55%
Total expenditures	<u>6,130</u>	<u>55,085</u>	<u>107,800</u>	51%

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Excess/(deficiency) of revenues over/(under) expenditures	(6,127)	38,594	(10,800)	
Fund balances - beginning	155,377	110,656	90,245	
Fund balances - ending				
Committed				
3 months working capital	32,383	32,383	32,383	
Bridge	6,000	6,000	6,000	
Irrigation/pump-station	16,000	16,000	16,000	
Unassigned	94,867	94,867	25,062	
Fund balances - ending	<u>\$149,250</u>	<u>\$ 149,250</u>	<u>\$ 79,445</u>	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 113,453	\$ 117,493	97%
Total revenues	<u>-</u>	<u>113,453</u>	<u>117,493</u>	97%
EXPENDITURES				
Professional & administrative				
Landscape maintenance	6,400	38,400	90,000	43%
Plant replacements	-	-	2,500	0%
Property maintenance	2,652	7,880	15,000	53%
Electric	181	1,068	2,000	53%
Property insurance	-	2,552	3,024	84%
Repairs & maintenance - general	195	195	7,500	3%
Repairs & maintenance - irrigation (non pump station)	-	-	10,000	0%
Contingency/other	-	-	5,000	0%
Total professional & administrative	<u>9,428</u>	<u>50,095</u>	<u>135,024</u>	37%
Other fees and charges				
Tax collector	-	1,135	1,224	93%
Property appraiser	-	-	36	0%
Total other fees & charges	<u>-</u>	<u>1,135</u>	<u>1,260</u>	90%
Total expenditures	<u>9,428</u>	<u>51,230</u>	<u>136,284</u>	38%
Excess/(deficiency) of revenues over/(under) expenditures	(9,428)	62,223	(18,791)	
Fund balances - beginning	226,479	154,828	125,691	
Fund balance - ending				
Assigned: 3 months working capital	36,339	36,339	36,339	
Assigned: landscape post construction	30,000	30,000	30,000	
Assigned: hard woods trimming & plant replacement	7,500	7,500	7,500	
Unassigned	143,212	143,212	33,061	
Fund balances - ending	<u>\$217,051</u>	<u>\$ 217,051</u>	<u>\$106,900</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, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 240,975	\$ 249,559	97%
Interest	2	8	-	N/A
Total revenues	<u>2</u>	<u>240,983</u>	<u>249,559</u>	97%
EXPENDITURES				
Debt service				
Principal	-	-	100,000	0%
Principal prepayments	-	10,000	-	N/A
Interest	-	74,319	149,213	50%
Total debt service	<u>-</u>	<u>84,319</u>	<u>249,213</u>	34%
Other fees and charges				
Tax collector	-	2,409	2,600	93%
Property appraiser	-	-	98	0%
Total other fees and charges	<u>-</u>	<u>2,409</u>	<u>2,698</u>	89%
Total expenditures	<u>-</u>	<u>86,728</u>	<u>251,911</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	2	154,255	(2,352)	
Fund balances - beginning	450,391	296,138	293,676	
Fund balances - ending	<u>\$ 450,393</u>	<u>\$ 450,393</u>	<u>\$ 291,324</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, 2022**

	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**

19

DRAFT

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

The Board of Supervisors of the Boynton Village Community Development District held a Regular Meeting on December 8, 2021, at 2:00 p.m., at the Sea Lofts at Boynton Village, 600 Sea Lofts Dr., Boynton Beach, Florida 33426.

Present were:

Richard Buck (via telephone)	Chair
Harvey Gonzalez	Vice Chair
Tierra Smith	Assistant Secretary
Sara Cox	Assistant Secretary

Also present were:

Daniel Rom	District Manager
Scott Cochran	District Counsel
Gus Zimmer (via telephone)	Shidler
James Wallace, III	Morgan Group Property Management
Jennifer Stull	Ram Realty Advisers

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 2:21 p.m. Supervisors Gonzalez, Smith and Cox were present in person. Supervisor Buck was attending via telephone. Supervisor Fischer was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of Bret Fischer,
Seat 5; Term Expires November, 2024**

Mr. Rom presented the letter of resignation from Mr. Fischer.

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On MOTION by Mr. Gonzalez and seconded by Ms. Smith, with all in favor, the resignation of Mr. Bret Fischer from Seat 5, dated December 2, 2021, was accepted.

FOURTH ORDER OF BUSINESS

Consider Appointment of Qualified Elector to Fill Unexpired Term of Seat 5

Mr. Buck nominated Mr. James Wallace, III, to fill Seat 5; term expires November, 2024.

No other nominations were made.

On MOTION by Mr. Gonzalez and seconded by Ms. Cox, with all in favor, the appointment of Mr. James Wallace, III, to Seat 5, term expires November, 2024, was approved.

- **Administration of Oath of Office (*the following will be provided in a separate package*)**
Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. James Wallace, III.

- **Acceptance of Resignation of Supervisor Harvey Gonzalez, Seat 2; Term Expires November, 2022**

This item was an addition to the agenda.

Mr. Rom presented the letter of resignation from Mr. Gonzalez.

On MOTION by Ms. Smith and seconded by Ms. Cox, with all in favor, the resignation of Mr. Harvey Gonzalez from Seat 2, effective immediately, was accepted.

Mr. Rom thanked Mr. Gonzalez for his service on the Board.

- **Consider Appointment of Qualified Elector to Fill Unexpired Term of Seat 2**

This item was an addition to the agenda.

Mr. Buck nominated Ms. Jennifer Stull to fill Seat 2; term expires November, 2022. No other nominations were made.

74 **On MOTION by Ms. Smith and seconded by Ms. Cox, with all in favor, the**
 75 **appointment of Ms. Jennifer Stull to Seat 2, term expires November, 2022, was**
 76 **approved.**

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▪ **Administration of Oath of Office to Jennifer Stull**

This item was an addition to the agenda.

Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Jennifer Stull. He confirmed that Mr. Wallace and Ms. Stull are qualified electors.

Mr. Rom and Mr. Cochran provided and briefly explained the following items:

- 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**

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-01, Designating Certain Officers of the District, and Providing for an Effective Date

Mr. Rom presented Resolution 2022-01. Mr. Buck nominated the following slate of officers.

Tierra Smith	Chair
James Wallace III	Vice Chair
Craig Wrathell	Secretary
Sara Cox	Assistant Secretary
Richard Buck	Assistant Secretary
Jennifer Stull	Assistant Secretary
Daniel Rom	Assistant Secretary

106 No other nominations were made. Prior appointments by the Board for Treasurer and
107 Assistant Treasurer(s) remain unaffected by this Resolution.

108

109 **On MOTION by Ms. Cox and seconded by Ms. Stull, with all in favor, Resolution**
110 **2022-01, Designating Certain Officers of the District, as nominated, and**
111 **Providing for an Effective Date, was adopted.**

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114 **SIXTH ORDER OF BUSINESS**

**Discussion: Renaissance Commons Blvd.
Bridge Report**

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117 • **Consideration of Bridge Repair Proposals**

118 Mr. Rom presented the Renaissance Commons Blvd Bridge Report, dated October 2021,
119 and noted this was approved at the last meeting. He reported the following:

120 ➤ Page 8 – Summary and Recommendations: The Wantman Group, Inc. (WGI)
121 Representative and those contractors WGI referred to do the work conveyed that the repair
122 work was relatively minor work.

123 ➤ Two of the four contractors WGI recommended declined the project, as it was too small
124 and they had busy schedules. Another contractor's bid exceeded \$100,000, which the District
125 Engineer felt was too high.

126 Mr. Rom stated he would work with the District Engineer in reviewing the proposal,
127 obtain other proposals and ask for WGI's professional opinion as to the cost. He would update
128 the Board if they decide to proceed with the project and approve not-to-exceed amount.

129 Discussion ensued regarding proposals, funding and using unassigned fund balance to
130 offset any shortage, as a budget amendment is not necessary.

131 To prevent delays, Mr. Cochran suggested appointing a Board Member to evaluate the
132 proposals received and approve a not-to-exceed amount; the Board can ratify these actions at
133 the next meeting, anticipated for April, 2022.

134

135 **On MOTION by Ms. Stull and seconded by Ms. Cox, with all in favor,**
136 **authorizing Mr. Rom to work with the District Engineer to obtain and review**
137 **proposals, proceed with the bridge repairs in a not-to-exceed amount of**

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\$6,500, subject to the Chair’s review, and authorizing the Chair to execute the proposal, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-02, Authorizing the Chair of the Board of Supervisors to Enter into Certain Contracts Without Prior Approval of the Board of Supervisors; Authorizing the District Manager to Enter into Certain Contracts and Disburse Funds for Payment of Certain Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold and Providing for an Effective Date

Mr. Rom presented Resolution 2022-02 and read the title. He distributed an updated Resolution in which Sections 1 and 2 authorized the District Manager and the Chair to disburse funds up to \$2,500 without approval; the amount differed from the amount in the Resolution in the agenda package.

On MOTION by Ms. Smith and seconded by Ms. Cox, with all in favor, Resolution 2022-02, as amended, Authorizing the Chair of the Board of Supervisors to Enter into Certain Contracts Without Prior Approval of the Board of Supervisors; Authorizing the District Manager to Enter into Certain Contracts and Disburse Funds for Payment of Certain Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold and Providing for an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of October 31, 2021

Mr. Rom presented the Unaudited Financial Statements as of October 31, 2021.

On MOTION by Ms. Cox and seconded by Ms. Smith, with all in favor, the Unaudited Financial Statements as of October 31, 2021, were accepted.

177 **NINTH ORDER OF BUSINESS****Approval of August 11, 2021 Public Hearing
and Regular Meeting Minutes**

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180 Mr. Rom presented the August 11, 2021 Public Hearing and Regular Meeting Minutes.

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On MOTION by Ms. Stull and seconded by Ms. Cox, with all in favor, the August 11, 2021 Public Hearing and Regular Meeting Minutes, as presented, were approved.

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187 **TENTH ORDER OF BUSINESS****Staff Reports**

188

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

190 Mr. Cochran stated that he was filling in for Ms. Wald who was on vacation; the new

191 Board Members would meet her at the next meeting.

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

193 There was no report.

194 **C. District Manager: *Wrathell, Hunt and Associates, LLC***195 **I. Update: BTCMA Repairs from July 2021 Trust Indenture Report**

196 Mr. Rom reported the following:

197 ➤ The traffic striping project was completed.

198 ➤ The Boynton Town Center Master Association's (BTCMA) north and south pond bank

199 repair projects, originally scheduled for 2021 and 2022, respectively, are anticipated to

200 commence soon. Updates would be provided at the next meeting.

201 ➤ The BTCMA project spreadsheet would be presented at the next meeting.

202 ➤ Upon receipt, the District Engineer's proposal to prepare the Stormwater Needs Analysis

203 Report would be emailed to the Board. The Report is due to the State by June 30, 2022 and

204 required every five years thereafter. As this new legislation passed after the budget was

205 adopted, it was not included in the Fiscal Year 2022 budget.

206 **II. NEXT MEETING DATE: January 12, 2021 at 2:00 P.M., at *The District Boynton,***207 ***1000 Audace Ave., Boynton Beach, Florida 33426***208 ○ **QUORUM CHECK**

209 The next meeting would be held on April 13, 2022 and any previously scheduled
210 meeting dates in between would be cancelled, unless there is something pressing to address.

211

212 **ELEVENTH ORDER OF BUSINESS**

Public Comments

213

214 There were no public comments.

215

216 **TWELFTH ORDER OF BUSINESS**

Supervisors' Requests

217

218 There were no Supervisors' requests.

219

220 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

221

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

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224 **On MOTION by Ms. Cox and seconded by Ms. Smith, with all in favor, the**
225 **meeting adjourned at 3:01 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION(S)

Sea Lofts at Boynton Village: 600 Sea Lofts Dr., Boynton Beach, Florida 33426
The District Boynton: 1000 Audace Ave., Boynton Beach, Florida 33426
Pacifica Apartments: 1100 Audace Ave., Boynton Beach, Florida 33426

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
<i>LOCATION: Sea Lofts at Boynton Village: 600 Sea Lofts Dr., Boynton Beach, Florida 33426</i>		
October 13, 2021 CANCELED	Regular Meeting	2:00 PM
November 10, 2021 CANCELED	Regular Meeting	2:00 P.M.
December 8, 2021	Regular Meeting	2:00 P.M.
<i>LOCATION: The District Boynton: 1000 Audace Ave., Boynton Beach, Florida 33426</i>		
January 12, 2022 CANCELED	Regular Meeting	2:00 P.M.
February 9, 2022 CANCELED	Regular Meeting	2:00 P.M.
March 9, 2022 CANCELED	Regular Meeting	2:00 P.M.
<i>LOCATION: Pacifica Apartments: 1100 Audace Ave., Boynton Beach, Florida 33426</i>		
April 13, 2022 CANCELED	Regular Meeting	2:00 P.M.
May 11, 2022	Regular Meeting	2:00 P.M.
June 8, 2022	Regular Meeting	2:00 P.M.
<i>LOCATION: Sea Lofts at Boynton Village: 600 Sea Lofts Dr., Boynton Beach, Florida 33426</i>		
July 13, 2022	Regular Meeting	2:00 P.M.
August 10, 2022	Regular Meeting	2:00 P.M.
September 14, 2022	Public Hearing & Regular Meeting	2:00 P.M.