

BOYNTON VILLAGE

**COMMUNITY DEVELOPMENT
DISTRICT**

May 31, 2024

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

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 24, 2024

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 Time

The Board of Supervisors of the Boynton Village Community Development District will hold a Regular Meeting on May 31, 2024 at 2:30 p.m., at Pacifica Apartments: 1100 Audace Ave., Boynton Beach, Florida 33426. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Tanja Stojanovic [Seat 1]
4. Consider Appointment to Fill Unexpired Term of Seat 1; *Term Expires November 2026*
 - Administration of Oath of Office to Appointed Supervisor *(the following will also be provided in a separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
5. Consider Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 2024*
 - Administration of Oath of Office to Appointed Supervisor
6. Consideration of Resolution 2024-01, Electing and Removing Officers of the District and Providing for an Effective Date

7. Consideration of Resolution 2024-02, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
8. Consideration of Resolution 2024-03, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Palm Beach County Supervisor of Elections Conduct 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
9. Consideration of Resolution 2024-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
10. Consideration of Boynton Town Center M.A. Invoice #03012024 [Pathway Lighting]
11. Consideration of Osprey Landscape Estimate No. 504 for Plant Replacement Project
12. Consideration of Schnars Engineering Corp, Engineer's Certificate for Trust Indenture
13. Consideration of RFP for Annual Audit Services
14. Consideration of Resolution 2024-05, Directing the District Manager to Appoint Signors on the Local Bank Account; and Providing an Effective Date
15. Consideration of Resolution 2024-06, Establishing an Electronic Signature Policy, Providing District Manager with Authority and Responsibility for Approval of Electronic Signatures and Implementation of Control Processes and Procedures to Ensure Compliance, Integrity, and Security, in Accordance with Chapter 688, Florida Statutes; and Providing for Severability and Effective Date
16. Consideration of Resolution 2024-07, Providing for the Appointment of a Records Management Liaison Officer; Providing the Duties of the Records Management Liaison Officer; Adopting a Records Retention Policy; Determining the Electronic Record to be the Official Record; Providing for Severability; and Providing for an Effective Date
17. Ratification Items
 - A. Osprey Landscape Estimate No. 459 [Irrigation Controller Repair]
 - B. Sullivan Electric & Pump, Inc. Maintenance Services Agreement

- C. Sullivan Electric & Pump, Inc. Quotes
- I. #28964 [Virtual Scada Cell Service Renewal]
 - II. #23802 [Cooling Fan, Time of Use Clock, Clogged Screens High Vacuum Diver Needed]
- D. The Osprey Group, Inc. Second Amendment and Extension to Landscape Maintenance Services Agreement
18. Acceptance of Unaudited Financial Statements as of April 30, 2024
19. Approval of August 9, 2023 Public Hearing and Regular Meeting Minutes
20. Staff Reports
- A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
 - Required Ethics Training
 - B. District Engineer: *Schnars Engineering Corporation*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: August 14, 2024 at 2:00 PM
 - QUORUM CHECK

SEAT 1		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	HELEN BELFOUR	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	TIERRA SMITH	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	EDWARD TURNER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5		☐ IN PERSON	☐ PHONE	☐ 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

3

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: TANJA STOJANOVIC
Printed Name

Date: 10/20/2023

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.

Tstojanovic
Signature

BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

4A

MEMORANDUM

TO: District Manager

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

DATE: January 19, 2024

RE: Required Ethics Training and Financial Disclosure

Ethics Training

This memorandum serves as a reminder that beginning January 1, 2024, elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts are required to complete four (4) hours of ethics training annually. The training must address, at a minimum, s. 8, Art. II of the Florida Constitution (ethics for public officers and financial disclosure), the Code of Ethics for Public Officers and Employees, and the Florida Public Records Law and Open Meetings laws.

Deadlines & Recordkeeping

The deadline to complete training for this calendar year is December 31, 2024. There is no requirement to submit proof that you have completed the training. However, the Florida Commission on Ethics recommends that Supervisors maintain a record of all completed trainings, including the date and time of completion. This documentation may be useful if Supervisors are ever required to provide evidence of training completion. The training is a calendar year requirement and corresponds to the form year. Therefore, Supervisors will report their 2024 training when filling out their Form 1 for the 2025 year.

Links to Online Training

[Public Meetings and Public Records Law \(2-Hour Audio Presentation\)](#). This presentation is audio only and is offered by the Office of the Attorney General. This presentation covers public records and Florida public records law. The presentation can be accessed for free. Completing this presentation will satisfy 2 of the 4 hours of required ethics training.

[State Ethics Laws for Constitutional Officers & Elected Municipal Officers](#). This training is presented by the Florida Commission on Ethics. The training is an overview of Florida's Ethics Code (Part III, Chapter 112, and Article II, Section 8, Florida Constitution) geared toward Constitutional Officers and Elected Municipal Officers. Topics covered include gifts, voting conflict, misuse of office, prohibited business relationships, conflicting employment relationships, revolving door, and Amendment 12. This presentation can be accessed for free. Completing this training will satisfy 2 of the 4 hours of required ethics training.

[State-Mandated Continuing Education in Ethics.](#) This class is presented by the Florida League of Cities. The class covers Chapter 112 of Florida's Ethics Code (2 Hours) and Florida Public Records and Public Meetings Law (2 Hours). To take this class, you must register for it, however there is no registration fee. Completing this class will meet your ethics training requirement.

["4-Hour Ethics Course"](#). The "4-Hour Ethics Course" is available online and presented by the Florida Institute of Government. There are three sessions. Session 1 covers Florida's Public Records Laws (1 hour), session 2 covers Florida Government in the Sunshine Law (1 hour), and session 3 covers Florida's Ethics Laws (2 hours). The registration fee is \$79. Completing this entire course will meet your ethics training requirement.

[Sunshine Law, Public Records and Ethics for Public Officers and Public Employees 2023.](#) This seminar is offered by the Florida Bar. This seminar covers sunshine law and public records; true stories of excess corruption in the ethics world; navigating Florida public records law, privacy, ethics and social media; complaints, misuse, anti-nepotism and voting; ethics during and after public service: conflicting contractual relationships & revolving door restrictions; gifts bribes, honoraria, and expenditures. The cost for this seminar is \$280. Completing this entire seminar will meet your ethics training requirement. Those Supervisors or Officers who are members of the Florida Bar may wish to purchase this option as Continuing Legal Education Credits can be earned.

We will notify you directly or through the District Manager's office if and when other training opportunities become available.

Form 1 or Form 6

Section 8, Article II of the Florida Constitution requires constitutional officers and certain elected public officials to file a Form 6. In the last session, the legislature expanded the requirements to include *elected members of municipalities*. Independent special district officials remain exempt from the requirement to file a Form 6. Elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts (including community development districts) are required to file Form 1.

For this year's filing requirement, a completed Form 1 must be submitted prior to July 1, 2024 using the Electronic Filing System of the Florida Commission on Ethics, which can be accessed via the link at [Login - Electronic Financial Disclosure Management System \(floridaethics.gov\)](https://floridaethics.gov). You will no longer be able to file your completed Form 1 through your local Supervisor of Elections office.

If you have any questions or need additional information about ethics training requirements or financial disclosure, please do not hesitate to contact our office.

2023 Form 1 - Statement of Financial Interests

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write "none" or "n/a")

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000)
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

Liabilities

LIABILITIES (Major debts valued over \$10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

2023 Form 1 Instructions

Statement of Financial Interests

Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

When To File:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

4B

BOARD OF SUPERVISORS

MEMBERSHIP, OBLIGATIONS AND RESPONSIBILITIES

A Community Development District ("District") is a special-purpose unit of local government which is established pursuant to and governed by Chapter 190, Florida Statutes.

The Board

The Community Development District ("District") is governed by a five (5)-member Board of Supervisors ("Board"). Member of the Board "Supervisor(s)" are elected in accordance with Section 190.006, F.S., either upon a one (1)-vote per one (1)-acre basis ("landowner voting") or through traditional elections ("resident voting"), depending upon the number of registered voters in the District and the length of time which has passed since the establishment of the District.

A CDD Board typically meets once per month, but may meet more often if necessary. Board meetings typically last from one (1) to three (3) hours, depending upon the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with an agenda package which will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these packages prior to each meeting, and may consult with District Staff (General Counsel, Management, Engineering, etc.) concerning the business to be addressed.

Qualifications of Supervisors

Each Supervisor must be a resident of the state of Florida and a citizen of the United States. Once a District has transitioned to resident voting, Supervisors must also be residents of the District.

Compensation

By statute, Board Members are entitled to be paid \$200 per meeting for their service, up to an annual cap of \$4,800 per year. To achieve the statutory cap, the District would have to meet twice each month, which is rare.

Sometimes Supervisors who are employees of the primary landowner waive their right to compensation, although this is not always the case.

Responsibilities of Supervisors

The position of Supervisor is that of an elected local public official. It is important to always remember that serving as an elected public official of a District carries with it certain restrictions and obligations. Each Supervisor, upon taking office, must subscribe to an oath of office acknowledging that he/she is a public officer, and as a recipient of public funds, a supporter of the constitutions of the State of Florida and of the United States of America.

Each Supervisor is subject to the same financial disclosure requirements as any other local elected official and must file a Statement of Financial Interests disclosing

sources of income, assets, debts, and other financial data, with the Supervisor of Elections in the County where he/she resides.

A Supervisor must act in accordance with the Code of Ethics for Public Officers and Employees, codified at Part III, Chapter 112, F.S., which addresses acceptance of gifts, conflicts of interest, etc. By law, it is not a conflict of interest for an employee of the developer to serve on a CDD Board of Supervisors.

Since a District is a unit of local government, the Sunshine Law (Chapter 286, F.S.) applies to Districts and to the Supervisors who govern them. In brief, the Sunshine Law states that two(2) or more Supervisors may never meet outside of a publicly noticed meeting of the Board and/to discuss District business.

Florida's Public Records Law (Chapter 119, F.S.) also applies to Districts and Supervisors. All records of the District, and the records of each individual Supervisor relating to the District, are public records. As such, any member of the public may inspect them upon request. Supervisors are therefore urged to keep any District records or documents in a separate file to allow ease of access by the public or press.

Conclusion

The position of Supervisor of a Community Development District is an important one, requiring both the time and the dedication to fulfill the responsibilities of a position of public trust. It should not be undertaken lightly. Each new Supervisor should enter office fully cognizant of the ethical, legal, and time requirements which are incumbent upon those who serve as Supervisors.

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

4C

FLORIDA COMMISSION ON ETHICS



GUIDE to the SUNSHINE AMENDMENT and CODE of ETHICS for Public Officers and Employees

2024

State of Florida

COMMISSION ON ETHICS

Ashley Lukis, *Chair*
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Michelle Anchors, *Vice Chair*
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William P. Cervone
Gainesville

Tina Descovich
Indianapolis

Freddie Figgers
Fort Lauderdale

Luis M. Fusté
Coral Gables

Wengay M. Newton, Sr.
St. Petersburg

Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

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I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec. 112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly

were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. Unauthorized Compensation

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. Abuse of Public Position

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. **PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. FORM 1 - Limited Financial Disclosure

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other

than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000*, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*Conduct occurring after May 11, 2023, will be subject to a recommended civil penalty of up to \$20,000. [Ch. 2023-49, Laws of Florida.]

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), and commissioners of community development districts are required to receive a total of four hours training, per calendar year, in the area of ethics, public

records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

4D

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY	☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION:
	MY POSITION IS: ☐ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____ , by
whom I am retained; or
- ☐ inured to the special gain or loss of _____ , which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT
ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective May 31, 2024:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
Kristen Thomas is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of May 31, 2024:

Tanja Stojanovic Vice Chair

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SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Daniel Rom is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 31ST DAY OF MAY, 2024.

ATTEST:

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 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, 2024, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"); 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 2024/2025 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: August 14, 2024

HOUR: 2:00 p.m.

LOCATION: Pacifica Apartments
1100 Audace Avenue
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 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 31ST DAY OF MAY, 2024.

ATTEST:

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
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**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$ 161,866				\$ 122,753
Allowable discounts (4%)	(6,475)				(4,910)
Assessment levy: on-roll - net	155,391	\$ 155,595	\$ -	\$ 155,595	117,843
Interest and miscellaneous	-	23	-	23	-
Total revenues	155,391	155,618	-	155,618	117,843
EXPENDITURES					
Professional & administrative					
Supervisors	4,306	-	2,153	2,153	4,306
Management/accounting/recording	47,128	23,564	23,564	47,128	48,071
Legal	10,000	3,050	5,000	8,050	10,000
Engineering	7,000	-	2,500	2,500	7,000
Audit	8,400	-	8,400	8,400	8,400
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	5,725	5,725	-	5,725	5,725
Postage	750	-	750	750	750
Legal advertising	1,500	-	1,500	1,500	1,500
Annual district filing fee	175	175	-	175	175
Insurance: GL & POL	8,000	7,160	-	7,160	9,243
Office supplies	500	-	500	500	500
Other current charges	750	616	134	750	750
Website maintenance	705	-	705	705	705
ADA website compliance	210	210	-	210	210
Total professional & admin	107,849	46,250	52,156	98,406	110,035

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
Field operations					
Insurance: property (pump station)	855	585	-	585	682
Repairs & maintenance					
Pump station	2,000	1,749	251	2,000	2830
Bridge	1,000	-	-	-	1,000
Total field operations	<u>3,855</u>	<u>2,334</u>	<u>251</u>	<u>2,585</u>	<u>4,512</u>
Other fees and charges					
Tax collector	1,619	1,556	-	1,556	1,228
Information system services	2,030	1,120	910	2,030	2,030
Property appraiser	38	-	38	38	38
Total other fees & charges	<u>3,687</u>	<u>2,676</u>	<u>948</u>	<u>3,624</u>	<u>3,296</u>
Total expenditures	<u>115,391</u>	<u>51,260</u>	<u>53,355</u>	<u>104,615</u>	<u>117,843</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 40,000	 104,358	 (53,355)	 51,003	 -
Fund balance - beginning (unaudited)	140,412	144,710	249,068	144,710	195,713
Fund balance - ending					
Committed:					
3 months working capital	35,239	37,510	37,510	37,510	36,655
Bridge	19,580	19,580	19,580	19,580	39,160
Irrigation/pump-station	24,000	24,000	24,000	24,000	32,000
Unassigned	101,593	167,978	114,623	114,623	87,898
Fund balance - ending (projected)	<u>\$ 180,412</u>	<u>\$ 249,068</u>	<u>\$ 195,713</u>	<u>\$ 195,713</u>	<u>\$ 195,713</u>

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

EXPENDITURES

Professional Services

Supervisors \$ 4,306

Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors', not to exceed \$4,800 for each fiscal year per Supervisor.

Management/accounting/recording 48,071

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.

Legal 10,000

The firm of Billing, Cochran Lyles, Mauro 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.

Engineering 7,000

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.

Audit 8,400

Pursuant to Florida Statute 218.39, the District is required to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation 1,200

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent 3,500

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.

Trustee 5,725

Annual fees paid to U.S. Bank for trustee, paying agent and registrar services.

Assessment roll preparation 8,000

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.

Postage 750

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Legal advertising 1,500

The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

**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	9,243
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	<u>110,035</u>
Field operations	
Insurance: property (pump station)	682
Repairs & maintenance	
Pump station	2,830
Virtual Scada System annual renew, Sullivan Electric & Pump service maintenance agreement and excess for potential repairs	
Bridge	<u>1,000</u>
Total field operations	<u>4,512</u>
Other fees & charges	
Tax collector	1,228
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	<u>3,296</u>
Total expenditures and other uses	<u><u>\$ 117,843</u></u>

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND BUDGET (GREENWAY)
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 157,471				\$ 175,744
Allowable discounts (4%)	(6,299)				(7,030)
Assessment levy: on-roll - net	151,172	\$ 151,328	\$ -	\$ 151,328	168,714
Total revenues	151,172	151,328	-	151,328	168,714
EXPENDITURES					
Professional & administrative					
Landscape maintenance	98,050	50,896	47,154	98,050	98,050
Plant replacements	2,500	-	2,500	2,500	2,500
Annual plant rotation	-	-	-	-	20,000
Property maintenance (porter services)	15,600	8,629	7,371	16,000	16,080
Electric	2,500	1,269	1,269	2,538	2,792
Property insurance	6,491	4,442	-	4,442	4,999
Repairs & maintenance - general	7,500	-	7,500	7,500	7,500
Repairs & maintenance - irrigation (non pump station)	10,000	799	3,500	4,299	10,000
Contingency/other	5,000	-	5,000	5,000	5,000
Total professional & admin	147,641	66,035	74,294	140,329	166,921
Other fees and charges					
Tax collector	1,575	1,513	-	1,513	1,757
Property appraiser	36	-	36	36	36
Total other fees & charges	1,611	1,513	36	1,549	1,793
Total expenditures	149,252	67,548	74,330	141,878	168,714
Excess/(deficiency) of revenues over/(under) expenditures	1,920	83,780	(74,330)	9,450	-
Fund balance - beginning (unaudited)	140,013	150,870	234,650	150,870	160,320
Fund balance - ending					
Assigned: 3 months working capital	42,181	42,181	42,181	42,181	45,928
Unassigned	99,752	192,469	118,139	118,139	114,392
Fund balance - ending (projected)	\$ 141,933	\$ 234,650	\$ 160,320	\$ 160,320	\$ 160,320

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

EXPENDITURES

Professional Services

Landscape maintenance	\$ 98,050
Maintain the greenway landscape and irrigation, trim trees, mulch, etc.	
Plant replacements	2,500
Annual plant rotation	20,000
Property maintenance (porter services)	16,080
Includes walking the grounds five times per week to pick up trash, empty trash cans, replace bags, clean benches and bollards	
Electric	2,792
This is for the greenway lighting and includes electricity usage	
Property insurance	4,999
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	1,757
Property appraiser	36
Total expenditures and other uses	<u><u>\$ 168,714</u></u>

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2007 A-1/A-2 BONDS
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$ 257,140				\$ 257,140
Allowable discounts (4%)	(10,286)				(10,286)
Assessment levy: on-roll - net	246,854	\$ 247,190	\$ -	\$ 247,190	246,854
Interest	-	8,608	-	8,608	-
Total revenues	246,854	255,798	-	255,798	246,854
EXPENDITURES					
Debt service					
Principal	115,000	-	115,000	115,000	120,000
Interest	136,275	68,137	68,138	136,275	129,663
Property appraiser	98	-	98	98	98
Tax collector	2,571	2,472	99	2,571	2,571
Total expenditures	253,944	70,609	183,335	253,944	252,332
Excess/(deficiency) of revenues over/(under) expenditures	(7,090)	185,189	(183,335)	1,854	(5,478)
Fund balance - beginning (unaudited)	289,740	299,738	484,927	299,738	301,592
Fund balance - ending (projected)	\$ 282,650	\$ 484,927	\$ 301,592	\$ 301,592	296,114
Use of fund balance					
Debt service reserve balance (required)					(159,203)
Interest expense - November 1, 2025					(61,381)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 75,530

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

Amortization Schedule

Date	Principal	Int. Rate	Interest	Total P+I
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	\$2,255,000.00		\$1,011,425.00	\$3,266,425.00

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT SUMMARY - GENERAL FUND AND DEBT SERVICE FUND
FISCAL YEAR 2025**

On-Roll

Projected Fiscal Year 2025						
Number of Units	Unit Type	GF	SRF	DSF	GF, SRF & DSF	FY 24 Assessment
422,430	Comm	\$ 0.0641	\$ -	\$ 0.5931	\$ 0.6572	\$ 0.6776
8	Medplex Condo	85.83	-	824.57	910.40	937.74
152	District MF #1	85.83	144.57	-	230.40	242.71
142	District MF #2	85.83	162.96	-	248.79	259.18
56	District MF #3	85.83	198.94	-	284.77	291.42
171	Pacifica MF #1	85.83	109.06	-	194.89	210.89
93	Pacifica MF #2	85.83	122.93	-	208.76	223.32
60	Pacifica MF #3	85.83	150.07	-	235.90	247.64
279	Sea Lofts #1	85.83	172.44	-	258.27	267.68
99	Sea Lofts #2	85.83	194.37	-	280.20	287.33
55	Sea Lofts TH	85.83	237.28	-	323.11	325.78

BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2024-03

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 CONDUCT 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 3, currently held by Tierra Smith, Seat 4, currently held by Edward Turner, Jr., and Seat 5, currently vacant, are scheduled for the General Election in November 2024. 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 2024, 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 31ST DAY OF MAY, 2024.

**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 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Palm Beach County Supervisor of Elections located at 4301 Cherry Road, West Palm Beach, Florida 33409, (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 three (3) seats up for election, specifically seats 3, 4 and 5. 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 5, 2024, 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

9

RESOLUTION 2024-04

**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 2024/2025
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 2024/2025 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 31st day of May, 2024.

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 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Pacifica Apartments: 1100 Audace Ave., Boynton Beach, Florida 33426</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
May 14, 2025	Regular Meeting	2:00 PM
August 13, 2025	Public Hearing & Regular Meeting	2:00 PM

BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

10

Item #	Description	Qty	Unit Price	Discount	Price
1	Pathway Lighting	1	\$ 9,770.00		\$ 9,770.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				Invoice Subtotal	\$ 9,770.00
Mail Checks to: Boynton Town Center MA C/O First Service Residential 999 Yamato road, Suite 320, Boca Raton, FL. 33431				Tax Rate	
				Sales Tax	\$ -
				Other	
				Deposit Received	
				TOTAL	\$ 9,770.00

INVOICE



PayNow

INVOICE #: 175843

FIRST SERVICE RESIDENTIAL
6300 PARK OF COMMERCE BLVD
BOCA RATON, FL 33432

JOB: BOYNTON TWN CTR MA ENTITY 4496
RENAISSANCE COMMONS BLVD
BOYNTON BEACH, FL 33426

ACCOUNT NO	INVOICE DATE	TERMS	DUE DATE	ORDER	PO / JOB #	PAGE
FIRSSERV	12/29/2023	Standard	Upon Receipt	27002	PPQ	1

I went to Renaissance Commons to replace walkway lights. It took 30 minutes to find the lights and parking. After walking a mile, I found the timer at the end of the trail. I identified 67 lights not working. I had drivers to replace 4 lights, but needed a special tool. I returned later, fixed 4 lights, and confirmed power. I showed Ruben how to replace drivers and we fixed around 70 lights. I had a walkthrough with Joe, found 14 lights out, and made a plan to order materials. I returned to change LED diodes and drivers for pedestal lights, ensuring all lights were working before leaving the job site.

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
JWLABOR	1.00	QUOTATION	7,810.00	7,810.00
JWLABOR	1.00	REPAIR (16)) PATH LIGHTS AND ORDERED EXTRA DRIVERS FOR FUTURE REPAIRS	1,960.00	1,960.00

TOTAL AMOUNT 9,770.00

PayNow

****PLEASE PAY FROM THIS INVOICE****
WE APPRECIATE YOUR BUSINESS!
[NOTE: CREDIT CARDS ACCEPTED WITH 3% CONVENIENCE FEE]

BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

11



Estimate

Date	Estimate No.
5/1/2024	504

Name/Address

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

Project	
Cortina Greenway - Maintenance	
Rate	Total
13.75	12,375.00
13.75	4,125.00
875.00	875.00

Please approve prior to commencement of work. Thank you!



David Kayfus
The Osprey group, Inc

PROJECT 5/1/24 CORTINA GREENWAY

Wednesday, May 1, 2024

Prepared For Daniel Tom

17 Issues Identified



ISSUE 1



ISSUE 2



ISSUE 3



ISSUE 4



ISSUE 5



ISSUE 6



ISSUE 7



ISSUE 8



ISSUE 9



ISSUE 10



ISSUE 11



ISSUE 12



ISSUE 13



ISSUE 14



ISSUE 15



16
Fakahatchee grass



17
Green island ficus

BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

12

**Boynton Village
Community Development District
(BVCDD)**

**Engineer's Certificate
for
Trust Indenture**

Prepared for:

**Boynton Village
Community Development District
Board of Supervisors
Boynton Beach, Florida**

April 9, 2024

Prepared by:



947 Clint Moore Road
Boca Raton, FL 33487
Voice: 561-241-6455
Fax: 561-241-5182
E-mail: jeff@schnars.com

Boynton Village CDD
04173

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT

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I Purpose and Scope

This report is being prepared at the request of the Boynton Village Community Development District (BVCDD) to comply with the requirements of Section 9.21 of the Trust Indenture. It is the intention of this document to report on the yearly inspection of facilities owned by the BVCDD.

II Introduction / Project Description

The Boynton Village Community Development District (BVCDD) was created for the purpose of financing and managing the construction, acquisition and maintenance of certain infrastructure and other site related improvements of Boynton Village, a 106.178 gross acre mixed use development located on the northeast corner of Old Boynton Road and Congress Avenue in the City of Boynton Beach, Florida.

The District is located in Section 30, Township 42S, Range 43E, in Palm Beach County, City of Boynton Beach, Florida. It is bounded on the west by Congress Avenue; on the south by the Old Boynton Road; on the east by the Lake Worth Drainage District E-4 canal; and on the north by the C. Stanley Weaver Canal. See Exhibit "A" for a graphical representation of the development limits. The BVCDD is generally made up of eight tracts of land which are graphically depicted on Exhibit "B".

III Existing Public Facilities

1. Surface Water Management System.

The surface water management system serving the Project consists of inlets, manholes and storm pipes that direct runoff to the on-site lake system for detention prior to discharge into the adjacent LWDD E-4 Canal. The surface water management system is complete.

The surface water management system also includes landscaping and irrigation within the water management tracts, including lake slopes and littoral zones, as well as feature fountains for aeration and associated electrical service.

The BVCDD owns and maintains the lake and retention areas identified on Exhibit 'A' and the drainage piping network within Renaissance Commons Boulevard and the lake interconnects.

2. Water Distribution

The onsite water distribution system is composed of 6", 8", 10" and 12" diameter ductile iron mains for potable service and fire protection. All water mains to support the existing development within Boynton Village are complete, certified, and have been transferred by the BVCDD to the City of Boynton Beach Utilities Department for ownership, operation, and maintenance.

3. Sanitary Collection and Transmission System

The Sanitary Sewer System includes force main pipes, gravity pipes, a system of manholes, and service laterals and a lift station. The lift station discharges through a force main that connects to a sanitary sewer force main that runs along Congress Avenue and ties into the City's main sewer system at Old Boynton Road.

The sewer system for the existing development within Boynton Village is complete, certified and has been transferred by the BVCDD to the City of Boynton Beach Utilities Department for ownership, operation, and maintenance.

4. Roadways

The CDD Roadways are Renaissance Commons Boulevard (RCB) and Audace Avenue (AA). The roadway Improvements include, but are not limited to, curb and gutter along the median and roadway edges, concrete separators, brick or concrete pavers or decorative concrete at crosswalks, feature areas or separator nosing, concrete sidewalks, lime rock base and asphalt pavement, pavement markings, regulatory signage, and required signalization improvements. Roadway Improvements also include lighting, landscaping, irrigation, and other related improvements for RCB and AA within the limits of the access easement and road tract. The roadway improvements for both roads have been completed. The RCB road tract is owned and maintained by BVCDD. The BVCDD possesses an easement over AA and, by agreement, the maintenance is the obligation of the property owner which is the same property owner as the Alta @ Cortina parcels north and south of the AA.

5. Canal Bridge

The Canal Bridge includes the poured-in-place and/or pre-stressed structural bridge components, wearing surfaces and curbing, barricade and/or guardrails, pedestrian and/or bikeway surfaces and rails, street lighting, accommodations beneath the bridge for current or future aerial crossings of utilities, and pilings or caissons.

6. Irrigation Water Pumping and Transmission System

The Irrigation Water Pumping and Transmission System consists of an irrigation pump station constructed within the BVCDD near the LWDD E-4 canal as well as irrigation water transmission mains, spray heads, control valves and controllers to provide service to select areas within the BVCDD. The BVCDD owns only those irrigation systems that serve the Spine Road Tract, the Greenway, and the three water management tracts that include the lake on the east side of RCB and the two ponds on the west side of RCB.

7. GREENWAY

The Greenway includes a 40' tract of land adjacent to the LWDD E-3 canal and a 25' tract of land adjacent to the C. Stanley Weaver Canal. The Greenway consists of sidewalk, landscaping, irrigation, lighting, drainage, and furnishings. The Greenway improvements have been completed.

8. City Park

The City Park is a 3-acre tract located on the east side of Renaissance Commons Boulevard and west of the large lake. The improvements consist of a dog park, parking lot, landscaping, irrigation, lighting, drainage, water and sewer services, sidewalk, fence, gazebo, and furnishings. The City Park land and improvements were transferred to the City of Boynton Beach and is maintained by the Boynton Town Center Master Association. The BVCDD possesses an easement over the City Park for the installation and maintenance of improvements.

IV. Ownership and Maintenance Responsibilities

The following table summarizes the ownership of the above-described infrastructure:

Improvement	Ownership of Improvements	Maintenance Obligation
1. Stormwater Management	BVCDD	BTCMA
2. Sanitary Sewer Systems	City of Boynton Beach	City of Boynton Beach
3. Water Distribution Systems	City of Boynton Beach	City of Boynton Beach
4. Roadway – Ren. Comm. Blvd	BVCDD	BTCMA
5. Roadway – Audace Ave	BVCDD	Property Owner - Alta
5. Canal Bridge	BVCDD	BVCDD
6. Irrigation Pump Station & Greenway irrigation	BVCDD	BVCDD
7. Irrigation System - other	BVCDD	BTCMA
8. Greenway	BVCDD	BVCDD
9. City Park	City of Boynton Beach	BTCMA

Items 1, 4, and 7 above are maintained by the Boynton Town Center Master Association, Inc. (BTCMA) through a Maintenance Agreement (See Exhibit D).

V. Facilities Inspection

Inspection was performed on April 5 & 8, 2024 of the facilities owned by the BVCDD. A visual inspection was conducted of all the asphalt roadways, curb, gutter, sidewalks, lakes and lake banks. All drainage catch basins, the discharge control structure, and the drainage pipe connections to the catch basins and lakes were inspected for debris/sediment by probing with a PVC pipe. The lake water was 3" below the design water level elevation at the time of the inspection. No inspection of the water and sewer system was conducted since these items are no longer owned by the BVCDD. Drainage structures & piping are shown on Exhibit 'C'.

VI. Field Inspection Findings

1. Surface Water Management System

Retention Pond 1 (South)

- a. The aerator was on during inspection and functioning well. (Photo 1)
- b. Portions of the pond banks have steep drop offs at the edge of water likely due to erosion from wave action and water level variations on the north & east sides that should be regraded and sodded. (Photo 2)
- c. Northwest corner shows signs of erosion and should be re-graded and sodded. (Photo 3)

Retention Pond 2 (North)

- a. Portions of the pond banks have steep drop offs at the edge of water due to the depth and location of the outfall pipes and water level variations that should be fixed. There are faded "steep slope" warning signs in place. The south outfall pipe is completely buried in dirt (Photo 4) and the north outfall is partially buried & "STEEP SLOPE" sign is missing that was previously there (Photo 5). A possible solution is to install a different pipe end treatment which would allow for the proper excavation and slope repair to occur.
- b. The aerator was not on during inspection and could not be verified if working properly.

Lake #1

- a. Lake banks were modified on the northeast, east & south side of the lake and the banks properly sloped with the development of the Cortina III (Sea Lofts) project. The west & northwest sides were reconstructed with the Cortina Phase 1 & 2 projects. The weeds at the water line were previously removed but have reappeared. (Photo 6 & 7). All non-native trees growing in the lake bank on the west side have been removed. (Photo 8). The Cortina Phase 3 littoral planting plan includes the littoral shelf around the entire lake. Lake 1 has been completely graded and landscaped. There seems to be poor maintenance in the planted area, the north & west side of the lake, and by the shoreline. (Photo 9 & 10)

Drainage Structures

- a. All drainage structures were probed to check sediment levels. Most structures have 6" to 12" of sediment accumulation in bottom, but this is not hindering their functionality and do not require cleaning. There are 18 drainage structures on Renaissance Commons Boulevard that have had the chains on the grates removed.

2. Water Distribution

The constructed Water Distribution systems have been turned over to the City of Boynton Beach for ownership and maintenance and are not the responsibility of the BVCDD. Therefore, these facilities were not reviewed.

3. Sanitary Collection and Transmission System

The constructed Sanitary Collection and Transmission Systems have been turned over to the City of Boynton Beach for ownership and maintenance and are not the responsibility of the BVCDD. Therefore, these facilities were not reviewed.

4. Roadways

Renaissance Commons Boulevard

The asphalt surfaces, curb, gutter and sidewalks along Renaissance Commons Boulevard were observed to be in good condition except at the following locations where cracking and displacement was noticed:

- a. Broken sidewalk that should be replaced: west of dog park by bus drop-off (photo 11), behind Michaels (photo 12), along RCBN at the SW & NW corners of the south dog park (Photo 13 & 14), and RCBS just north of Audace Avenue (Photo 15). There is a trip hazard approximately 80' north of Old Boynton Road on the west side by a tree. This area was previously repaired but flaking of concrete has left a trip hazard and another section of walk broken (Photo 16). There are several chipped areas of sidewalk and curb inlet just north of the Dog Park on the east side of RCBN and should be replaced. (Photo 17 & 18). Another section of sidewalk with a large chip missing just north of The District main entrance (Photo 19). Sidewalk has trip hazard on RCBS south of Audace Ave (Photo 20). Sidewalk has trip hazard on RCBS approximately 50' south of the bridge (Photo 21).
- b. Several areas of the Island curb have stress cracks. These areas don't seem to have deteriorated from the previous inspection. These areas will be monitored for future displacement.
- c. Several areas of roadway have deep gouges. These areas will be monitored for future deterioration. (Photo 22 & 23)
- d. Ponding of water was previously observed in driveway and gutter north of Target. The ponding occurs at the limits of ownership and could be eliminated by regrading the driveway. This area does not seem to have deteriorated currently. This area should be monitored for deterioration. (Photo 24)
- e. Dirt accumulation/plant growth in many areas of the gutters should be removed. (Photo 25, 26, 27 & 28)
- f. There is a "One Way" & "Right Turn Only" sign exiting the north dog park that is not to code. (Photo 29).
- g. Asphalt around valve box at the entrance to Sea Lofts needs repair. (Photo 30)
- h. Potholes in asphalt forming on RCBN just before bridge. (Photo 31 & 32)

Audace Avenue

Audace Avenue was inspected and found to be in good condition. (Photo 33)

5. Canal Bridge

An inspection of the bridge was performed on October 2021 by a structural engineer, Tim DeLand, P.E. of WGI. The district had obtained construction bids for the recommendations in the report. The repairs were completed in March 2023 and verified

by WGI. There are minor amounts of dirt and weeds that should be removed. (Photo 34 & 35) We recommend a structural inspection every five (5) years.

6. **Irrigation Water Pumping and Transmission System**

The grass and landscaping throughout the CDD property was observed to be mostly in a healthy condition and green. A new irrigation pump station was installed in 2020 by Sullivan Electric and they have been retained to perform periodic inspections and maintenance of the irrigation pump station. (Photo 36)

7. **Greenway**

The greenway includes a 40-foot tract of land along the LWDD E-4 and a 25-foot tract of land along the SFWMD Stanley Weaver canals with landscape, multiuse path, and pedestrian light improvements. It appears generally in good condition (Photo 37-44) Bollard lighting appeared to be okay, but operation of the lights was not verified.

8. **City Park**

The Crowder dog park expansion was recently constructed and in good condition. The park is the maintenance responsibility of the BTCMA through an agreement with the City of Boynton Beach.

VIII. Estimated Maintenance Costs for BVCDD Infrastructure

The maintenance of certain facilities owned by the BVCDD are being maintained by the Boynton Town Center Master Association (BTCMA) through the attached agreement. Those certain facilities include Renaissance Commons Boulevard (including median landscaping; Ponds 1 and 2, and Lake 1 (including littoral areas and landscaping); and drainage pipes. The BTCMA budget was not available for review at the time of this report.

The following maintenance budget for the Greenway was approved by the BVCDD Board:

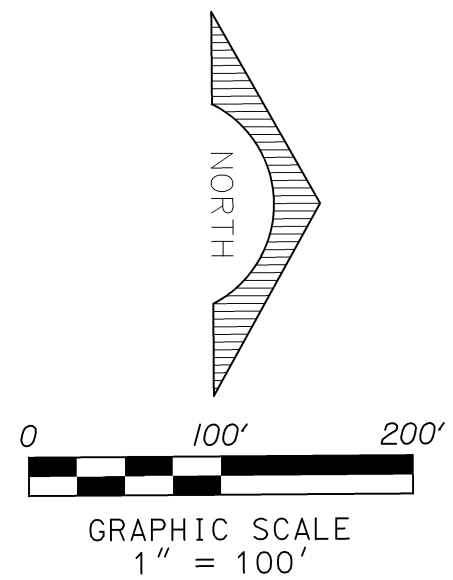
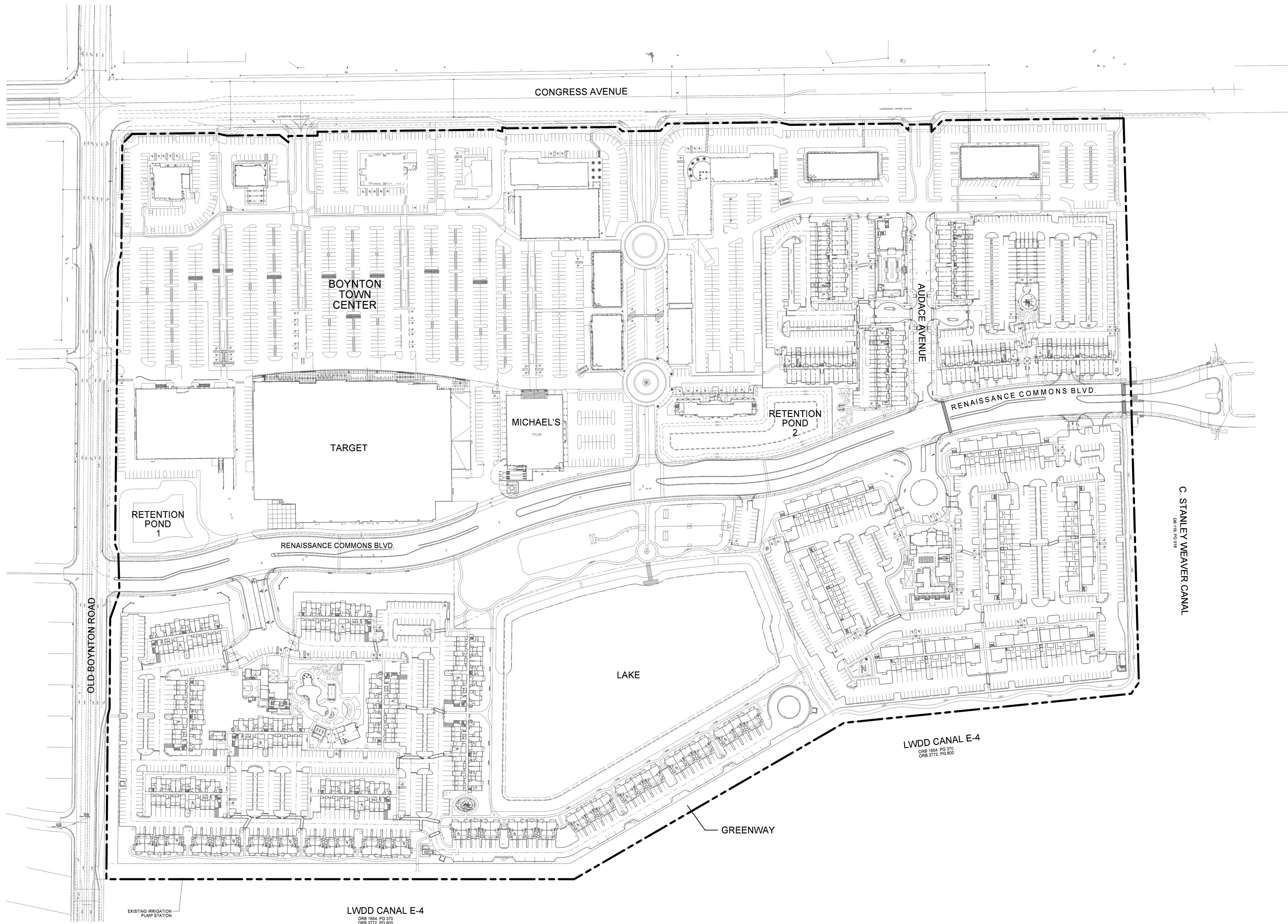
Special Revenue Fund - Greenway Maintenance – Approved BVCDD FY 2024 Budget

Landscape maintenance/Plant replacement	\$100,550
Property maintenance	\$15,600
Electric	\$2,500
Property Insurance	\$6,491
Repairs and Maintenance - General	\$7,500
Repairs & Maintenance – Irrigation	\$10,000
Contingency / Other	\$5,000
Total	\$147,641

General Fund - Renaissance Commons Boulevard Bridge – Approved BVCDD FY 2024 Budget

Irrigation Pump Station	\$2,000
Bridge Repair	\$1,000
Insurance	\$855
Total	\$3,855

Audace Avenue is being maintained by the Alta at Cortina property owner.



947 Clint Moore Road
Boca Raton, Florida 33487
Certificate of Authorization #6640

Tel: (561) 241-6455
Fax: (561) 241-5182

OWNER:

PROJECT:

BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT (BVCCD)

BOYNTON BEACH FLORIDA

TASK:

EXHIBIT A
DISTRICT LIMITS

ORIGINAL: NOV 2015

REVISIONS:

1 SEPT. 2018

2

3

4

5

JOB NO. 04173

DRAWN FM

DESIGNED JTS

CHECKED JWM

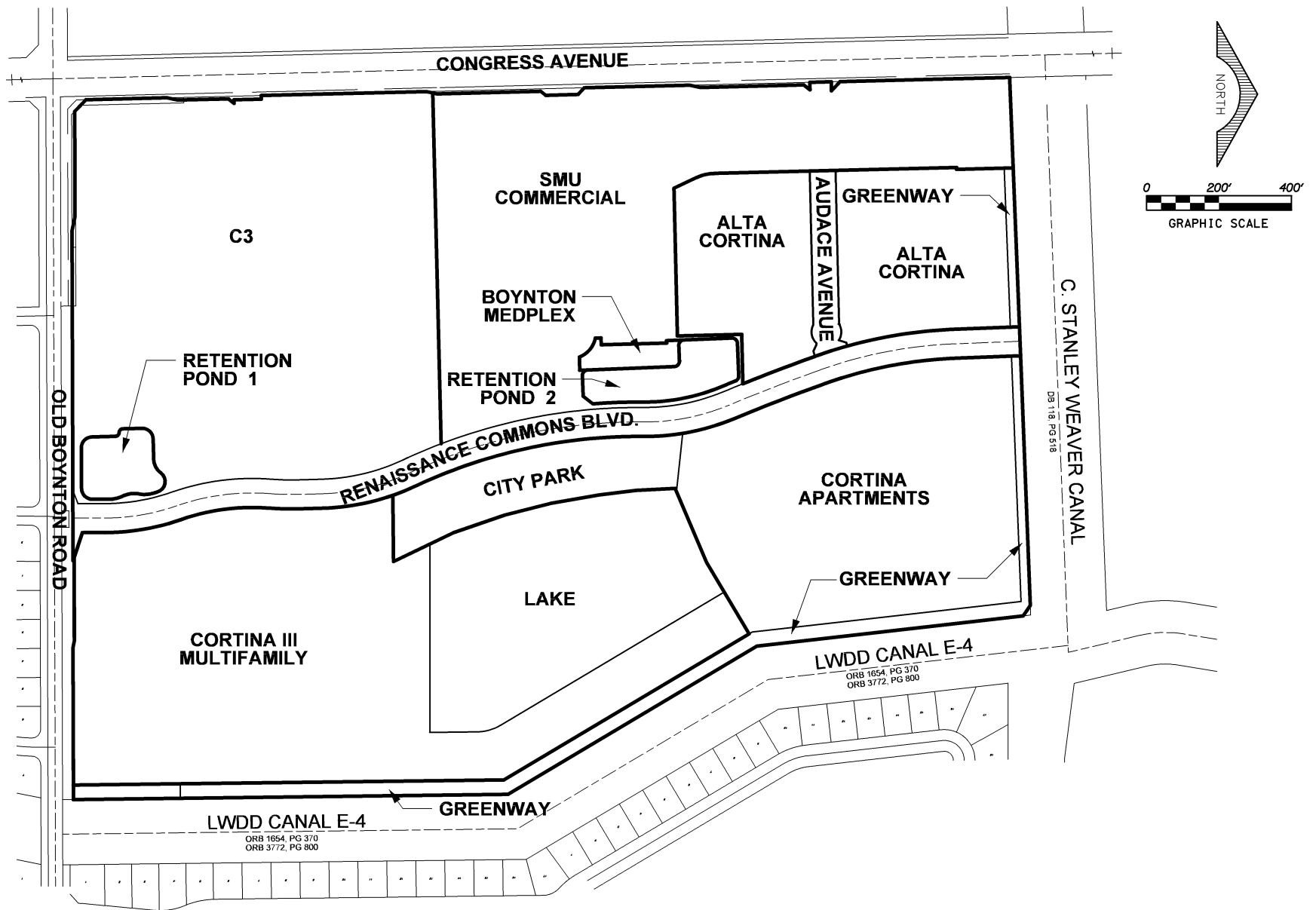
Q.C. JTS

SHEET 1 OF 1

Jeffrey T. Schnars, P.E.
Civil Engineer
Florida Registration No. 46697
(FOR THE FDM)

SEAL

9/7/2018



SCHNARS
ENGINEERING CORPORATION

947 Clint Moore Road
Boca Raton, Florida 33487
Certificate of Authorization #6640

Tel: (561) 241-6455
Fax: (561) 241-5182

PROJECT:

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT (BVCCD)**

TASK:

**EXHIBIT B
TRACT MAP**

JOB NO. **04173**

DRAWN **FM**

DESIGNED **JTS**

CHECKED **JWM**

Q.C. **JTS**

SHEET **1 of 1**

MAINTENANCE AGREEMENT

This Agreement is made and entered into this 20 day of June, 2008 ("the Effective Date"), by and between:

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach County, Florida, whose mailing address is c/o Wrathell, Hart, Hunt and Associates, LLC, 6131 Lyons Road, Suite 100, Coconut Creek, Florida 33073 (the "District"); and

BOYNTON TOWN CENTER MASTER ASSOCIATION, INC., a Florida non-profit corporation, whose mailing address is 5858 Central Avenue, St. Petersburg, FL 33707 (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended;

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and the preparation of certain plans and specifications for, and the acquisition, construction and maintenance of, among other things, road improvements and storm water management improvements ("Improvements" as further defined herein below);

WHEREAS, the District and the Association desire to provide for maintenance of the Improvements; and

WHEREAS, The Association on behalf of and for the benefit of its members has agreed to provide, pursuant to the terms of the Agreement, certain maintenance services and materials;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1.0 Recitals

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 Description of Improvements

The Improvements that are the subject of this Agreement are more fully described in the attached Exhibit "A", which exhibit is incorporated by reference.

3.0 Performance

The District and the Association hereby agree, as follows:

(A) the Association shall provide, and be solely responsible for all costs and liabilities that are associated with or arise out of, the maintenance services and materials as set forth in the attached Exhibit "B" (the "Maintenance Services"), which exhibit is incorporated in its entirety and made a part hereof by reference, for the Improvements; and

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs; and

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (a) the District; (b) South Florida Water Management District; (c) Florida Department of Environmental Protection; (d) Palm Beach County, Florida; and (e) any municipality with jurisdiction, either now or in the future.

(D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvement or in the real property where each Improvement is located; and

(E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement, including the District as provided for in sections 5.0 and 6.0 herein.

4.0 The Association's Responsibility for Acts of Force Majeure

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of the

Improvements that are damaged as a result of a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding.

5.0 Emergency Intervention by the District

In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, without advance notice, the following:

(A) the provision of maintenance services or materials for any one or more of the Improvements; and

(B) the removal, modification, relocation, or replacement, as the case may be and in the District's sole discretion, of one or more of the Improvements.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one of the Improvements pursuant to this section, the District shall issue to the Association a written invoice for the costs incurred pursuant to this section, and the Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

6.0 Remedies, Default, and Specific Performance

The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

(A) Material Breach by Association. Any failure of the Association to comply with sections 3 or 4 of this Agreement shall be deemed a material breach of this Agreement. In the event of a material breach of this Agreement, the District, at its sole discretion and without advance notice or opportunity to cure, may elect to initiate its own maintenance program or provide such maintenance services and materials and thereby assume full control over maintenance of some or all of the Improvements; provided, however, the District shall be obligated to give a subsequent oral or written notice to the Association as soon as is reasonably possible, but in no event later than five (5) business days after commencement of a maintenance program or maintenance services or materials by the District pursuant to the authority of this section.

(B) Default by Association. If the Association should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such

maintenance services and materials and thereby assume full maintenance responsibility as to some or all of the Improvements or (ii) remove, modify, relocate, or replace, as the case may be and in the District=s reasonable sole discretion, one or more of the Improvements.

(C) Discontinuation and Reimbursement by Association. At such time as the District should commence a maintenance program or provide maintenance services or supplies for one or more of the Improvements under this section, and upon receipt of the oral or written notice from the District, the Association shall promptly discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform Maintenance Services.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one of the Improvements and every year thereafter on or about September 30th, the District shall issue to the Association a written invoice setting forth the estimated amount of money the District reasonably calculates it will need to have on hand, for the next twelve (12) months, in order to implement and carry out its maintenance program or provision of maintenance services or materials. The Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

(D) Other Remedies and Opportunity to Cure. At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder.

However, except for emergency situations (as so reasonably determined by the District), before the District may initiate legal action for the Association's failure or default under this Agreement, the District shall provide advance written notice to the Association of the nature of the alleged failure or default and afford a ten (10) calendar day cure period, and the Association, shall have ten (10) calendar days following the date of receipt of said notice to cure the alleged failure or default through appropriate and substantive remedial action.

7.0 Indemnification

The Association does hereby indemnify and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the Association's assumption of the Maintenance Services for the Improvements, including any that may result from or arise out of the

Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship) and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto. Provided, however, it is understood that this section does not (i) indemnify the District for the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out the terms and conditions of this Agreement if same is caused by, or at, that direction of the District or (ii) authorize the Association to select or provide legal counsel on behalf of the District.

8.0 Insurance

The Association shall be required, on or before the date of the execution of this Agreement and without any interruption or lapse thereafter, to provide to the District a Certificate of Insurance reflecting insurance coverage for the Association in such amounts and in accordance with the requirements set forth on the attached Exhibit "C", which exhibit is incorporated by reference. Further, said Certificate of Insurance shall on its face reflect the following, including but not limited to:

- (A) the District as an additional insured to the extent of limits of liability set forth in the attached Exhibit "C"; and
- (B) the District as the certificate holder of the Certificate of Insurance; and
- (C) a statement that the insurance coverage represented by the Certificate of Insurance shall not be terminated, canceled or reduced unless thirty (30) days prior written notice of such termination, cancellation or reduction (or ten (10) days if terminated or canceled for non-payment) is mailed by first class U.S. Mail to the District.

9.0 Term of Agreement

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this agreement shall expire on midnight of December 31st of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five (5) years, commencing at 12:01 a.m. on January 1st of the following year, unless the Association provides written notice before 5:00 p.m. on April 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement at any time for any reason in its sole discretion by providing at least 90 days written notice to the Association of its intent to terminate this Agreement pursuant to this provision.

10.0 Miscellaneous Provisions

10.1 Time of the Essence: Time is of the essence with respect to this Agreement.

10.2 Notices: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO THE DISTRICT: Boynton Village Community Development District
c/o Wrathell, Hart, Hunt and Associates, LLC
6131 Lyons Road, Suite 100
Coconut Creek, Florida 33073
Attention: District Manager

With a copy to: Billing, Cochran, Heath, Lyles, Mauro and Ramsey, P.A.
888 S.E. 3rd Avenue, Suite 301
Fort Lauderdale, FL 33316
Attention: Dennis E. Lyles

AS TO THE ASSOCIATION: Boynton Town Center Master Association, Inc.
5858 Central Avenue
St. Petersburg, FL 33707

10.3 Entire Agreement: The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Developer and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

10.4 Amendment and Waiver: This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

10.5 Severability: The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

10.6 Controlling Law: This Agreement shall be construed under the laws of the State of Florida.

10.7 Authority: The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

10.8 Costs and Fees: In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

10.9 Successors and Assignment: The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

10.10 No Third-Party Beneficiaries: This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10.11 Arm's Length Transaction: This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10.12 Execution of Documents: Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

10.13 Construction of Terms: Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

10.14. Captions: The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

10.15 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

[INTENTIONALLY LEFT BLANK]

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

ATTEST:

BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT

[Signature], Secretary

By: [Signature], Chair

Address:

_____ day of _____, 2008

STATE OF FLORIDA }
COUNTY OF Pineellas }

The foregoing instrument was acknowledged before me this 19 day of June, 2008, by Joseph Filippelli as Chair of the Board of Supervisors for **BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

[Signature]
Notary Public

My commission expires:

Sharon M. Vizandiou
Commission # DD473101
Expires October 21, 2009
Bonded Troy Fain - Insurance, Inc. 800-385-7019

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this 20 day of June, 2008, by Craig Weather as Secretary of **BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

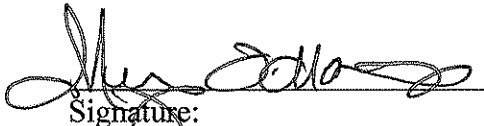
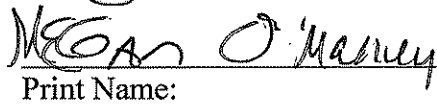
[Signature]
Notary Public

My commission expires:

DAPHNE GILLYARD
Comm# DD0706587
Expires 8/20/2011
Florida Notary Assn., Inc.

WITNESS:

BOYNTON TOWN CENTER MASTER
ASSOCIATION, INC.


Signature:

Print Name:

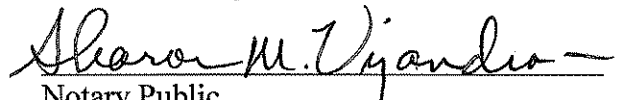
By: 
Name: Joseph A. Filippelli
Title: _____
Address: _____

(CORPORATE SEAL)

_____ day of _____, 2008

STATE OF FLORIDA }
COUNTY OF Pinellas }

The foregoing instrument was acknowledged before me this 19 day of June, 2008, by Joseph Filippelli as _____ of **BOYNTON TOWN CENTER MASTER ASSOCIATION, INC.**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.


Notary Public

My commission expires:



EXHIBIT "A"
TO MAINTENANCE AGREEMENT

Description of Improvements

1. Roadway improvements, including, but not limited to, pavement, striping, signage, landscaping, sidewalks, and street lighting, belonging to the District and located within the Spine Road Tract of Boynton Town Center, A P.C.D., according to the plat thereof, recorded in Plat Book 106, Page 144, Public Records of Palm Beach County, Florida.

2. Storm water management and drainage improvements, including but not limited to, lakes, lake banks, storm pipes and culverts, French drains, landscaping and associated storm water drainage systems and facilities, belonging to the District and located within the SMU-Lake Parcel Tract, and within a portion of SMU-Parcel 5 Tract (Retention Pond No. 2), and within C3-Parcel 6 Tract (Retention Pond No. 3), all of Boynton Town Center, A P.C.D., according to the plat thereof, recorded in Plat Book 106, Page 44, and within Easements granted by the Grants of Easement recorded at O.R. Book _____, Page _____, and O.R. Book _____, Page _____, Public Records of Palm Beach County, Florida.

EXHIBIT "B"
TO MAINTENANCE AGREEMENT

Description of Maintenance Services

1. Road maintenance includes, but is not limited to, keeping roads, sidewalks, signage, and street lighting in good condition and repair, including repairing road surfaces (e.g., filling potholes or resurfacing) and striping, repairing cracked or damaged sidewalks, repairing and replacing damaged or destroyed signage, and maintaining and replacing median and swale landscaping, including mowing, weed control and regular application of herbicides, tree trimming, shrub trimming, maintenance of irrigation systems, and debris and trash removal.

2. Storm water management and drainage maintenance includes, but is not limited to, aquatic weed control within the lakes, removal of debris and trash from the lakes and lake banks, periodic cleaning of drainage pipes, culverts and French drains, maintaining and replacing landscaping within storm water management areas, including mowing, weed control and regular application of herbicides, tree trimming, shrub trimming, and maintenance of irrigation systems.

EXHIBIT "C"
TO MAINTENANCE AGREEMENT

Schedule of Insurance Coverage(s)

Association shall make the District an additional insured under any and all policies of insurance applicable in any way, in whole or in part, to any of the maintenance activities arising under this Agreement.

Exhibit E - Photographs



Photo 1: Aerator working well.



Photo 2: Steep bank drop-off.



Photo 3: Bank Erosion



Photo 4: Steep bank-outfall pipe buried-needs excavation/extension.



Photo 5: Steep bank with sign-outfall needs excavation.



Photo 6: Lake 1 weeds at shoreline



Photo 7: Lake 1 weeds at shoreline and plantings



Photo 8: Lake 1 Non-native trees removed



Photo 9: Lake 1 weeds in landscape-poor maintenance



Photo 10: Lake 1 weeds in landscape-poor maintenance



Photo 11: Broken sidewalk in bus dropoff area on RCBS.



Photo 12: Broken sidewalk behind Michaels on RCBS



Photo 13: Broken sidewalk SW corner of south dog park on RCBN



Photo 14: Broken sidewalk NW corner of south dog park on RCBN



Photo 15: Broken sidewalk north of Audace Avenue on RCBS



Photo 16: Trip hazard in sidewalk on RCBS



Photo 17: Chipped areas of sidewalk on RCBN



Photo 18: Chipped inlet top should be patched on RCBN.



Photo 19: Chipped Sidewalk-Trip Hazard RCBN



Photo 20: Trip Hazard in Sidewalk RCBS



Photo 21: Trip Hazard in Sidewalk RCBS



Photo 22: Gouges in Pavement RCBS



Photo 23: Gouges in Pavement RCBS



Photo 24: Ponding in Asphalt by Target Entrance



Photo 25: Dirt in Gutter RCBS by Old Boynton Road



Photo 26: Dirt in Gutter RCBN North of Dog Park



Photo 27: Dirt in Gutter RCBS South of Audace Ave



Photo 28: dirt in Gutter RCBS west side by Old Boynton Rd



Photo 29: ONE WAY & RIGHT TURN ONLY SIGN



Photo 30: Asphalt around Valve Box needs Repair RCBN



Photo 31: Pothole forming RCBN by Bridge



Photo 32: Pothole forming RCBN by Bridge



Photo 33: Audace Ave



Photo 34:RCBN at Bridge



Photo 35: RCBS at Bridge



Photo 36: Irrigation Pump



Photo 37: Greenway-West End Looking east



Photo 38: Greenway-Looking West of RCBS



Photo 39: Greenway-Looking East of RCBN



Photo 40-Greenway Looking West from NE corner



Photo 41-Greenway Looking south from NE Corner



Photo 42: Greenway Looking South from Center



Photo 42: Greenway Looking North from Center



Photo 43: Greenway looking West towards Lake 1



Photo 44: Greenway looking north from Old Boynton Road

BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

13

**BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Boynton Village Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2024, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Palm Beach County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2024, be completed no later than June 30, 2025.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District Manager**"), in an envelope marked on the outside "Auditing Services, Boynton Village Community Development District." Proposals must be received by 12:00 p.m., on _____, _____, 20224, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

Run date: must be published in at least one newspaper of general circulation in the District and the county in which the District is located. The public announcement must allow for at least 7 days for the submission of proposals.

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2024

Palm Beach County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than _____, _____, 2024, at 12:00 p.m., at the offices of District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) electronic copy and one (1) unbound copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Boynton Village Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (“**Proposal Documents**”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District’s limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. In accordance with the District’s Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be

filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

14

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO APPOINT SIGNORS ON THE LOCAL BANK ACCOUNT; AND PROVIDING 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 District’s Board of Supervisors desires to appoint District Chair, Treasurer and Assistant Treasurer as signors on the account.

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

1. **DESIGNATING AUTHORIZED SIGNATORIES.** The District Chair, Treasurer and Assistant Treasurer shall be appointed as signors on the local bank account.

2. **EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 31st day of May, 2024.

ATTEST:

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

15

RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING AN ELECTRONIC SIGNATURE POLICY, PROVIDING DISTRICT MANAGER WITH AUTHORITY AND RESPONSIBILITY FOR APPROVAL OF ELECTRONIC SIGNATURES AND IMPLEMENTATION OF CONTROL PROCESSES AND PROCEDURES TO ENSURE COMPLIANCE, INTEGRITY, AND SECURITY, IN ACCORDANCE WITH CHAPTER 688, FLORIDA STATUTES; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Boynton Village Community Development District (the “District”), is a local unit of special-purpose government established and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”); and

WHEREAS, the Board of Supervisors of the District (the “Board”) regularly directs the District Manager of the District to execute and accept certain documents on behalf of the District and it is customary for certain documents to be transmitted via electronic means endorsed with electronic signatures; and

WHEREAS, consistent with Chapter 688, Florida Statutes, the District is responsible for adopting and implementing control processes and procedures to ensure adequate integrity, security, confidentiality, and auditability of business transactions conducted using electronic commerce; and

WHEREAS, the District Board of Supervisors finds that it is in the best interest of the District to enact a policy pertaining to the use and receipt of electronic signatures.

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

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board.

Section 2. The Board hereby establishes and adopts the “Electronic Signature Policy,” as follows:

ELECTRONIC SIGNATURE POLICY

PURPOSE: The purpose of this policy is to establish and identify the criteria and requirements for the use and validation of electronic signatures on documents on behalf of and for District business in accordance with Chapter 688, Florida Statutes, "Electronic Signature Act".

DEFINITIONS:

Electronic means technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.

Electronic record means a record created, generated, sent, communicated, received, or stored by electronic means.

Electronic signature means any letters, characters, or symbols, manifested by electronic or similar means, or logically associated with a record and that is executed or adopted with the intent to sign the record.

Electronic transaction means a transaction that is conducted or performed, in whole or in part, by electronic means or electronic records.

Record means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and that is retrievable in perceivable form.

POLICY: This policy applies to any Electronic transaction that is a replacement for or complement to handwritten signatures on any record of or for the District, including, but not limited to, contracts, agreements, official minutes, bids, proposals and resolutions. Any Electronic record or Electronic signature may not be denied legal effect or enforceability solely because the record or signature is in electronic form. This policy does not limit the District's right or option to require original signatures or Records in a non-electronic format as the District deems necessary or as required by applicable policies, laws or regulations.

PROCEDURE: When a document containing an Electronic signature is signed, transmitted and received the following requirements must be met:

1. The Electronic signature must establish sender/user authenticity. The electronic signing of a document by an individual must be accompanied by documentation that shows that the signer is the individual signing the document and the individual that has the authority to bind the entity entering into an agreement or contract with the District.
2. If a document has been modified or changed, the prior Electronic signature is invalid and said document requires another Electronic signature or shall be signed by hand. This is to prevent any issue that a document has been changed after it is signed.

3. The District Manager, or his or her designee, has the authority and responsibility for approval of any Electronic signature method utilized and shall be responsible for the implementation of control processes and procedures to ensure adequate integrity, security, confidentiality, and auditability of District business transactions conducted using electronic methods.

4. The Electronic signature shall include the entire name of the individual and shall be located on or near the signature block on the document being electronically signed.

5. The date of the Electronic signature must be captured, stored, and available for retrieval for the required retention period of the document executed.

6. The Electronic record must be transmitted to all parties in a format acceptable to the District Manager, or his or her designee.

Section 3. The District Manager is hereby directed to take all actions necessary and consistent with the intent of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 5. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. The Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 31ST DAY OF MAY, 2024.

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary / Assistant Secretary

Print Name: _____
Chairman/Vice Chairman

BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

16

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Boynton Village Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("Records Management Liaison Officer"); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a records retention policy (the "Records Retention Policy") for immediate use and application.

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

SECTION 1. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management

Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B. Coordinate the District's records inventory;
- C. Maintain records retention and disposition forms;
- D. Coordinate District records management training;
- E. Develop records management procedures consistent with the Records Retention Policy, as amended as provided herein;
- F. Participate in the development of the District's development of electronic record keeping systems;
- G. Submit annual compliance statements;
- H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in Exhibit A. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in Exhibit A. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with Section 668.50, Florida Statutes, and Section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered

the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED at a meeting of the District Board of Supervisors, this 31st day of May, 2024.

ATTEST:

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary / Assistant Secretary

Print name: _____
Chairperson, Board of Supervisors

Exhibit A: Amendments to General Records Schedules Established by the Division

Exhibit A

Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

17A



Estimate

Date	Estimate No.
3/6/2024	459

Name/Address

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

		Project	
		Cortina Greenway - Maintenance	
Description	Qty	Rate	Total
Irrigation Controller Repair Install new 75 station decoder module *Current station decoder malfunctioned DocuSigned by: <i>Tierra Smith</i> 93FA3EEE33C64C4... Tierra Smith 3/7/2024		798.56	798.56
Please approve prior to commencement of work. Thank you!		Total	\$798.56

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

17B

MAINTENANCE SERVICES AGREEMENT

THIS MAINTENANCE SERVICES AGREEMENT (the “Agreement”) is made and entered into this 13th day of October, 2023, by and between:

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

and

SULLIVAN ELECTRIC & PUMP, INC., a Florida corporation, having as its principal business and mailing address, 1942 8th Avenue North, Lake Worth, Florida 33461 (the “Contractor”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District desires to engage the Contractor to provide maintenance and repair services for the pump station (the “Equipment”) located within the boundaries of the District, including, but not limited to providing inspection and preventative maintenance services recommended by the manufacturer to extend the longevity and efficiency of the Equipment, slow depreciation of Equipment and minimize downtime, all in accordance with this Agreement and the Contractor’s Quote #27498, dated August 11, 2023, attached hereto and incorporated herein as Exhibit “A” (the “Proposal”).

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DUTIES OF CONTRACTOR.

A. Contractor shall perform the inspection and preventative maintenance services twice annually on the Equipment, as set forth herein and in the Proposal, and with each visit being approximately six months apart. All visits to perform preventive maintenance as part of the biannual service inspections shall be scheduled in advance with the District Manager.

B. Any recommended repairs to the Equipment or parts replacement shall be approved by the District Manager of the District.

C. Contractor shall regularly keep the District informed as to the status the inspection and maintenance of the Equipment and shall provide a detailed written report on such maintenance to the District Manager within five (5) business days of each maintenance visit.

D. Contractor shall report to the District Manager.

SECTION 3. COMPENSATION.

A. For services performed pursuant to this Agreement, District agrees to compensate the Contractor in accordance with the terms of the Proposal, which specifically provides that Contractor will commit to biannual service inspections (two (2) times per year) at a rate of **\$970.00** annually, which amount shall be paid as follows:

Biannual Service #1	\$485.00
Biannual Service #2	\$485.00

Contractor understands and agrees that state or local government sales tax shall not be charged to the District, as the District is a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes.

B. Invoices for maintenance and any other services shall be generated from the Contractor and delivered to the District so that payments can be made in accordance herewith.

SECTION 4. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the

District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 5. TERM. This Agreement shall commence on October 1, 2023 or upon execution by the parties, whichever is later, and shall continue for a period of one (1) year (“Initial Term”), unless otherwise terminated pursuant to the terms hereof. The Initial Term shall automatically be extended on an annual basis for up to two (2) additional one-year periods (each an “Extension Term”) unless either party provides written notice to the other of its intent not to renew.

SECTION 6. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney’s and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of Contractor, its agents, servants or employees arising from this Agreement or its performance.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 10 of this Agreement. However, this indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

C. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

D. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

SECTION 7. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 9. CANCELLATION OR TERMINATION. In addition to the ability to terminate the Agreement for breach by Contractor after a reasonable opportunity to cure, the District may terminate this Agreement for convenience and in its discretion at any time by providing the Contractor with at least twenty (20) days notice of such party’s intent to terminate.

SECTION 10. INSURANCE.

Sullivan Electric & Pump Agmt
EPS Pump Station
Rev. 08-21-2023

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

- (i) Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation. Law.
- (ii) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 1. Premises and Operations;
- 2. Independent Contractors;
- 3. Product and Completed Operations Liability;
- 4. Broad Form Property Damage; and
- 5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Boynton Village Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized an licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 11. NOTICE. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent to the address(es) below via Certified U.S. Mail, Return Receipt Requested or by a nationally recognized overnight courier service:

DISTRICT: **Boynton Village Community Development District**
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Suite 600
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

CONTRACTOR: **Sullivan Electric & Pump, Inc.**
1942 8th Avenue North
Lake Worth, Florida 33461
Attention: Gary Thomas Sullivan, President

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

SECTION 12. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the CDD is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the CDD has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the CDD has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the CDD as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 13. FORCE MAJEURE. Time is of the essence. Contractor will not be liable for contract default or delay due to acts beyond its reasonable control and not due to its fault or negligence. Contractor shall inform District, in writing, whenever Contractor becomes aware of an event that could delay or prevent Contractor's performance of this Agreement.

SECTION 14. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 16. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 17. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 18. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 19. CONFLICTS. In the event of a conflict between any provision of this Agreement and the terms and conditions of the Proposal or any other exhibit to this Agreement, then the terms and conditions of this Agreement shall control.

SECTION 20. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Palm Beach County, Florida.

SECTION 21. WAIVER. The failure of the District at any time or from time to time to promptly enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision with respect to Contractor's act or failure to act to which such failure to enforce related, or to any subsequent act or failure to act, and District shall have a right to enforce each and every provision at any time.

SECTION 22. PUBLIC RECORDS.

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

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

**WRATHELL, HUNT & ASSOCIATES, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
TELEPHONE: (561) 571-0010
EMAIL: wrathellc@whhassociates.com**

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**



Daniel Rom, District Manager, authorized to
sign on behalf of the Chair.

13th day of October, 2023

WITNESSES:

Kelly Boudle

KELLY BOUDLE

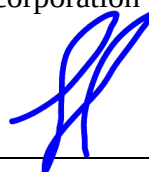
[PRINT NAME OF WITNESS]

Alexis Miraglia

ALEXIS MIRAGLIA

[PRINT NAME OF WITNESS]

SULLIVAN ELECTRIC & PUMP, INC.,
a Florida corporation

By:  _____

Print name: GARY T. SULLIVAN

Title: PRESIDENT

16 day of OCTOMBER, 2023

Exhibit “A”

Proposal



SULLIVAN ELECTRIC

& PUMP, INC.

1942 8th Ave North Lake Worth, FL 33461

Florida License #EC0001117

Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344

E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
8/11/2023	27498

Billing Address
Boynton Village Community Development Dis C/O Wrathell, Hunt and Associates, LLC 2300 Glades Road #410W Boca Raton, FL 33431

Ship Address
Boynton Village Community Development Dis Old Boynton Rd East of Congress on Canal Boynton Beach, FL 33431 EPS Pump Station

Quote By	Due Date	P.O. No.
Gary	9/30/2023	

Description	Qty	Total
WE ARE PLEASE TO PROVIDE THIS QUOTATION FOR PREDICTIVE / PREVENTATIVE MAINTENANCE INSPECTION ON THE EQUIPMENT LISTED BELOW: PREVENTATIVE MAINTENANCE INSPECTION TO INCLUDED THE FOLLOWING AS IT APPLIES TO THIS EQUIPMENT: INSPECTION TO INCLUDE THE FOLLOWING VISUAL AND DYNAMIC TEST AND INSPECTIONS AS IN APPLIES TO THE ABOVE LISTED EQUIPMENT: VISUAL INSPECTION - PUMP SUPPORT SKID. - PUMP ENCLOSURE AND SECURITY. - PUMP SUCTION AND DISCHARGE MANIFOLD. - ALL MECHANICAL PIPING AND HARDWARE CONNECTIONS. - CONDITION OF PNEUMATIC OR SURGE TANK. - ALL ELECTRICAL TERMINATIONS AND CONDUIT SYSTEMS. - ALL ELECTRICAL COMPONENTS. - ELECTRICAL CONTROL PANELS INTERIOR AND EXTERIOR. - MOTOR OIL RESERVOIR (VERTICAL TURBINE ONLY).		0.00

Please be advised, that all Service Calls are charged for a minimum of two hour and hourly thereafter.

Qualifications --

- Labor to date is not included unless itemized in the quotation above.
- Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
- Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
- Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.
- Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.

Terms --

- Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.

Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.

Warranty --

- 1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.
- Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC
- Warranty excludes consequential and acts of God damage

-The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer's product manuals

A deposit is required on manufactured or special order products.



SULLIVAN ELECTRIC

& PUMP, INC.

1942 8th Ave North Lake Worth, FL 33461

Florida License #EC0001117

Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344

E Mail: Sales@sullivanelectric-pump.com

Quote

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Boynton Village Community Development Dis Old Boynton Rd East of Congress on Canal Boynton Beach, FL 33431 EPS Pump Station

Quote By	Due Date	P.O. No.
Gary	9/30/2023	

Description	Qty	Total
- PICTURE TO BE PROVIDE OF PUMP STATION AND OF ANY SPECIFIC PROBLEMS ENCOUNTERED ON INSPECTION. DYNAMIC TEST - PRESSURE ON EACH PUMP AT NO FLOW AND FULL FLOW* - VOLTAGE ON EACH PUMP AT NO FLOW AND FULL FLOW *. - AMPERAGE ON EACH PUMP AT NO FLOW AND FULL FLOW*. - VOLTAGE ON INCOMING POWER NO FLOW AND FULL PUMP STATION FLOW *. - PUMP STATION CONTROL OPERATION. - PUMP STATION ALARMS OPERATION. - CONTROL VALVE AND RELIEF OPERATION. DYNAMIC INSPECTIONS - TIGHTEN ALL ELECTRICAL CONNECTIONS IN CONTROL PANEL. - EXERCISE ALL MANUAL VALVES. - ADJUST AND VERIFY CONDITION OF PACKING ON EACH PUMP (VERTICAL TURBINE ONLY). - LUBRICATE MOTOR BEARINGS ONCE PER YEAR. - CHANGE MOTOR OIL ONCE PER YEAR. OIL IS CHARGED EXTRA TO CONTRACT (VERTICAL TURBINE ONLY. - CHECK VALVE SOUND TEST.		

Please be advised, that all Service Calls are charged for a minimum of two hour and hourly thereafter.

Qualifications --

- Labor to date is not included unless itemized in the quotation above.
- Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
- Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
- Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.

Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.

Terms --

-Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.

Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.

Warranty --

-1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.

Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC

-Warranty excludes consequential and acts of God damage

-The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer's product manuals

A deposit is required on manufactured or special order products.



1942 8th Ave North Lake Worth, FL 33461

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Quote By	Due Date	P.O. No.
Gary	9/30/2023	

Description	Qty	Total
- CLEAN CONTROL VALVE TUBING AND Y STRAINER SCREENS. FLUSH CONTROL VALVE BONNET. - CLEAN CONTROL PANEL, ELECTRICAL COMPONENTS AND VARIABLE FREQUENCY DRIVE WITH DRY AIR. - VERIFY AIR / WATER RATIO IN SURGE OR AIR CHARGE IN PNEUMATIC TANK. - CHECK WET WELL SUMP FOR EXCESSIVE DEBRIS. * CUSTOMER MUST PROVIDE PERSONNEL TO ASSIST IN FULL FLOW TEST. WE WILL PROVIDE A 48 HOUR NOTICE OF PM VISIT. ALL PARTS NEEDED ARE CHARGED IN ADDITION TO THIS CONTRACT. THIS AGREEMENT REMAINS IN EFFECT FOR ONE (1) YEAR FROM DATE OF SIGNATURE. THIS AGREEMENT MAY FOR CANCEL WITH 30 DAY NOTICE BY EITHER PARTY. PREVENTATIVE MAINTENANCE VISITS PER YEAR (PLEASE INDICATED NUMBER) PROPOSAL SUBJECT TO ACCEPTANCE WITHIN 60 DAYS AND IS VOID THEREAFTER.		

Please be advised, that all Service Calls are charged for a minimum of two hour and hourly thereafter.

Qualifications --

- Labor to date is not included unless itemized in the quotation above.
 - Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
 - Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
 - Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.
- Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.

Terms --

- Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.

Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.

Warranty --

- 1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.
- Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC
- Warranty excludes consequential and acts of God damage

-The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer's product manuals

A deposit is required on manufactured or special order products.

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Gary	9/30/2023	

Description	Qty	Total
PLEASE RETURN ONE SIGNED COPY OF THIS QUOTATION ON ACCEPTANCE.		
QUOTED BY: GARY T. SULLIVAN CE Preventative Maintenance (1/2 DAY) PER VISIT RECOMMEND TWICE PER YEAR	2	970.00

Please be advised, that all Service Calls are charged for a minimum of two hour and hourly thereafter.

Qualifications --

-Labor to date is not included unless itemized in the quotation above.
-Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
-Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
-Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.
Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.

Terms --

-Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.

Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.

Warranty --

-1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.

Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC

-Warranty excludes consequential and acts of God damage

-The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer's product manuals

A deposit is required on manufactured or special order products.

Subtotal

\$970.00

Sales Tax (0.0%)

\$0.00

Total

\$970.00

Signature: _____

Authorized By (Print Name) _____

Date Approved _____

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

17C1



2115 7th Ave North, Lake Worth, FL 33461
Florida License #EC0001117
Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344
E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
1/23/2024	28964

Name / Address
Boynton Village Community Development Dis C/O Wrathell, Hunt and Associates, LLC 2300 Glades Road #410W Boca Raton, FL 33431

Ship To

Due Date	Project
12/2/2022	WS11/22.10

Item	Description	Qty	U/M	Total
Quote H...	ESTIMATE 28964: VIRTUAL SCADA CELL SERVICE SUBSCRIPTION FOR ONE YEAR AT THE IRRIGATION PUMP STATION. THE EXISITING SERVICE WILL EXPIRE ON FEBRUARY 1, 2024 QUALIFICATIONS: - LABOR TO DATE IS NOT INCLUDED UNLESS ITEMIZED IN THE QUOTATION BELOW. - CONCEALED OR UNFORESEEN NEEDED REPAIRS WILL BE ESTIMATED AFTER SHOP EVALUATION OF THE EQUIPMENT. - REPAIR OR REPLACEMENT OF AUXILIARY EQUIPMENT SUCH AS MOTOR STARTERS, FUSES, CIRCUIT BREAKERS, CONTROL COMPONENTS, VALVES, CHECK VALVES, PIPING IS NOT INCLUDED UNLESS ITEMIZED IN THE QUOTATION BELOW. - PROPER ACCESS TO SITE WITHOUT THE USE OF SPECIAL EQUIPMENT IS ASSUMED UNLESS OTHERWISE ITEMIZED IN THE QUOTATION BELOW. INSTALLATION WILL COMPLY WITH THE CURRENT APPROVED EDITIONS OF THE NATIONAL ELECTRIC CODE AND THE FLORIDA BUILDING CODE WITH ALL APPROVED ADDENDUM. INSTALLATION WILL BE DONE IN A NEAT AND WORKMANSHIP LIKE MANOR. WARRANTY : ONE YEAR ON SUPPLIED PARTS, EXCLUDING LAMPS AND 90 DAYS ON	1		0.00
Total				

Authorizing Signature



SULLIVAN ELECTRIC & PUMP, INC.

2115 7th Ave North, Lake Worth, FL 33461

Florida License #EC0001117

Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344

E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
1/23/2024	28964

Name / Address
Boynton Village Community Development Dis C/O Wrathell, Hunt and Associates, LLC 2300 Glades Road #410W Boca Raton, FL 33431

Ship To

Due Date	Project
12/2/2022	WS11/22.10

Item	Description	Qty	U/M	Total
	LABOR BY SULLIVAN ELECTRIC AND PUMP, INC. THIS WARRANTY SHALL BE CONDITIONED ON THE MANUFACTURER'S ACCEPTANCE OF THE WARRANTY CLAIM THAT THE PART FAILURE WAS A DEFECT IN MANUFACTURING AND NOT TO IMPROPER USE, LACK OF MAINTENANCE OR IMPROPER APPLICATION NOT CAUSED BY SULLIVAN ELECTRIC AND PUMP, INC. THE OWNER IS RESPONSIBLE TO PROPERLY USE AND MAINTAIN THE PRODUCTS USED IN THE INSTALLATION ACCORDING TO ALL ACCEPTABLE STANDARDS AND PRACTICES INCLUDING BUT NOT LIMITED TO NFPA PUBLICATION 70 B "RECOMMENDED PRACTICE FOR ELECTRICAL EQUIPMENT MAINTENANCE" CURRENT PRINTED EDITION, NEMA MG2 CURRENT PRINTED EDITION AND THE MANUFACTURER'S OPERATION AND MAINTENANCE MANUALS. WARRANTY EXCLUDES CONSEQUENTIAL AND ACT OF GOD DAMAGE. THANK YOU FOR YOUR BUSINESS!			
		Total		

Authorizing Signature



SULLIVAN ELECTRIC & PUMP, INC.

2115 7th Ave North, Lake Worth, FL 33461

Florida License #EC0001117

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E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
1/23/2024	28964

Name / Address
Boynton Village Community Development Dis C/O Wrathell, Hunt and Associates, LLC 2300 Glades Road #410W Boca Raton, FL 33431

Ship To

Due Date	Project
12/2/2022	WS11/22.10

Item	Description	Qty	U/M	Total
VS-12 R...	VIRTUAL SCADA 12 MO. RENEWAL	1	ea	575.00
ADD V...	ADDITIONAL SCADA USER FOR ALERTS	3	ea	285.00
Total				\$860.00

Authorizing Signature

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

17CII



1942 8th Ave North Lake Worth, FL 33461

Florida License #EC0001117

Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344

E Mail: Sales@sullivanelectric-pump.com

Invoice

Date	Invoice #
5/24/2024	23802

Bill To
Boynton Village Community Development Dis C/O Wrathell, Hunt and Associates, LLC 2300 Glades Road #410W Boca Raton, FL 33431

Ship To
EPS PUMP STATION EPS-30-30-230-3-VFD BOYNTON BEACH, FL

P.O. No.	Terms	Rep	Ship Date	FOB	Project
	Net 30	KC	5/24/2024		S-06228

Qty	Description	Price	Amount
	ESTIMATE 30168 QUOTED BY: K.C. LAZERE REQUESTED BY: DANIEL 561-571-0010 LOCATION: EPS STATION DESCRIPTION: MULTIPLE ISSUES, COOLING FAN, TIME OF USE CLOCK, CLOGGED SCREENS HIGH VACUUM DIVER NEEDED. SERIAL: JOB# S-06228 PO#	0.00	0.00
3.5	Field Service Technician TO DATE 5/9/2024 GEORGE TO STATION, FOUND BOTH DOWN WITH NO SCADA RESPONSE. ISOLATED AND PRIMED PUMP 1 AND RAN ZONE 5 AND COULD HEAR CAVITATION, NEXT PRIMED AND RAN PUMP 2 ON ZONE 5 AND CAVITATION WAS WORSE. ROBINSON NAVARRO STOPPED BY AND ALSO TRIED TO CALL DANIEL BUT NO RESPONSE, COOLING FAN NEEDS REPLACED OR WILL OVER HEAT, I REPLACED THE FAN, ROBINSON ASKED ABOUT TIME OF USE CLOCK TO KEEP STATION FROM RUNNING ALL DAY AND DIVER TO CLEAN SCREENS. QUOTE TO BE SENT.	120.00	420.00
1	6" AXIAL COOLING FAN (INSTALLED ON 5/9/2024	93.90	93.90
1	INTERMATIC SW12HWK 12-HOUR SPRING WOUND TIMER, WHITE	40.86	40.86
1	SELECTOR SWITCH 3 POSITION 22 MM	18.44	18.44

Subtotal	
Sales Tax (0.0%)	
Total	
Payments/Credits	
Balance Due	



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 E Mail: Sales@sullivanelectric-pump.com

Invoice

Date	Invoice #
5/24/2024	23802

Bill To
Boynton Village Community Development Dis C/O Wrathell, Hunt and Associates, LLC 2300 Glades Road #410W Boca Raton, FL 33431

Ship To
EPS PUMP STATION EPS-30-30-230-3-VFD BOYNTON BEACH, FL

P.O. No.	Terms	Rep	Ship Date	FOB	Project
	Net 30	KC	5/24/2024		S-06228

Qty	Description	Price	Amount
1	N/O CONTACT BLOCK	12.88	12.88
1	N/C CONTACT BLOCK	14.12	14.12
1	3 CB HOLDER FOR 22 MM SWITCHES AND PUSH BUTTON	4.06	4.06
1	4X4X2 SCREW COVER JUNCTION BOX	23.35	23.35
1	WIRE, STRAPS, TERMINALS FOR FIELD INSTALL.	44.00	44.00
3.5	Field Service Technician TO SITE WITH TIME OF USE CLOCK AND SWITCH, MOUNT AND WIRE INTO PUMP AND FIELD TEST. CUSTOMER TO LET US KNOW HOURS OF OPERATION SO WE CAN SET CLOCK.	120.00	420.00
1	SERVICE TECH DIVER WITH DIVE TENDER ASSISTANT GO TO SITE, SUIT UP IN DIVE GEAR ENTER LAKE AND DIVE AND CLEAN PUMP INTAKE SCREENS, CONFIRM THERE OFF LAKE BOTTOM. RUN PUMPS AFTER CLEANING.	780.00	780.00
	Subtotal		1,871.61

Subtotal		\$1,871.61
Sales Tax (0.0%)		\$0.00
Total		\$1,871.61
Payments/Credits		\$0.00
Balance Due		\$1,871.61

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

17D

**SECOND AMENDMENT AND EXTENSION TO LANDSCAPE MAINTENANCE
SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO LANDSCAPE MAINTENANCE SERVICES AGREEMENT (the "Second Amendment") is made and entered into this 31st day of May, 2023, by and between:

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

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

RECITALS

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

WHEREAS, the District and Contractor entered into a Landscape Maintenance Services Agreement on July 15, 2016 for landscape maintenance and irrigation services, which was amended on December 8, 2020 (collectively the "Agreement"); and

WHEREAS, the District and Contractor desire to extend the term of the Agreement for another three (3) year period commencing October 1, 2022, nunc pro tunc; and

WHEREAS, the District is required to provide for certain statutory requirements for agreements entered into and wishes to include such requirements in this Second Amendment related to E-Verify.

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

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

Section 2. That **Section 11. Term** of the Agreement is hereby amended to provide that this Second Amendment shall commence on October 1, 2022 and continue through September 30, 2025, subject to execution by both parties hereto and unless terminated as provided herein.

Section 3. That the Agreement is hereby amended to provide for **Section 30, E-Verify**, as follows:

SECTION 30. E-VERIFY. Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations

applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of Section 9 herein, if the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

Section 4. The effective date of this Second Amendment shall be October 1, 2022, nunc pro tunc.

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

IN WITNESS WHEREOF, the parties execute this Second Amendment and further agree that it shall take effect October 1, 2022.

Attest:



Secretary/Assistant Secretary

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT

By: 

☒ Chair ☐ Vice-Chair

13 day of June, 2023

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

By: 
Print: Richard Crick
Title: President
6 day of June, 2023

Print Name

Print Name

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2024**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
APRIL 30, 2024**

	Major Funds			Total Governmental Funds
	General	Special Revenue	Debt Service	
ASSETS				
Cash - SunTrust				
General fund	\$ 489,890	\$ -	\$ -	\$ 489,890
Investments - US Bank				
Revenue account - (A-1) 1950 Congress	-	-	285,955	285,955
Revenue account - (A-2) SFL Devco / WR1 & WR2	-	-	15,441	15,441
Reserve account - (A-1) 1950 Congress	-	-	167,322	167,322
Reserve account - (A-2) SFL Devco	-	-	749	749
Prepayment - (A-2)	-	-	3,744	3,744
Redemption	-	-	7,823	7,823
Due from other	200	-	-	200
Due from other funds				
General	-	235,674	6,116	241,790
Special revenue fund	1,273	-	-	1,273
Utility deposits	-	388	-	388
Total assets	<u>\$ 491,363</u>	<u>\$236,062</u>	<u>\$ 487,150</u>	<u>\$ 1,214,575</u>
LIABILITIES				
Liabilities:				
Accounts payable	4,886	-	-	4,886
Accrued wages payable	400	-	-	400
Due to other funds				
General	-	1,273	-	1,273
Debt service	6,116	-	-	6,116
Special revenue	235,674	-	-	235,674
Due to Developer	96	-	-	96
Total liabilities	<u>247,172</u>	<u>1,273</u>	<u>-</u>	<u>248,445</u>
FUND BALANCES				
Assigned:				
Debt service	-	-	487,150	487,150
Committed				
3 months working capital	32,383	42,181	-	74,564
Bridge	6,000	-	-	6,000
Irrigation/pump-station	16,000	-	-	16,000
Unassigned	189,808	192,608	-	382,416
Total fund balances	<u>244,191</u>	<u>234,789</u>	<u>487,150</u>	<u>966,130</u>
Total liabilities and fund balances	<u>\$ 491,363</u>	<u>\$236,062</u>	<u>\$ 487,150</u>	<u>\$ 1,214,575</u>

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 142	\$ 155,737	\$ 155,391	100%
Interest and miscellaneous	4	27	-	N/A
Total revenues	<u>146</u>	<u>155,764</u>	<u>155,391</u>	100%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	4,306	0%
Management	3,927	27,491	47,128	58%
Legal	-	3,050	10,000	31%
Engineering	-	-	7,000	0%
Audit	-	-	8,400	0%
Assessment roll preparation	667	4,667	8,000	58%
Arbitrage rebate calculation	-	-	1,200	0%
Dissemination agent	292	2,042	3,500	58%
Trustee	-	5,725	5,725	100%
Postage	-	-	750	0%
Legal advertising	-	-	1,500	0%
Annual district filing fee	-	175	175	100%
Insurance	-	7,160	8,000	90%
Office supplies	-	-	500	0%
Other current charges	137	753	750	100%
Website: hosting and maintenance	-	-	705	0%
Website: ADA compliance	-	210	210	100%
Total professional & administrative	<u>5,023</u>	<u>51,273</u>	<u>107,849</u>	48%

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
Operating services				
Insurance: property	-	585	855	68%
Repairs and maintenance				
Pump station	-	1,749	2,000	87%
Bridge	-	-	1,000	0%
Total operating services	-	2,334	3,855	61%
Other fees and charges				
Tax collector	-	1,556	1,619	96%
Information systems services	-	1,120	2,030	55%
Property appraiser	-	-	38	0%
Total other fees and charges	-	2,676	3,687	73%
Total expenditures	5,023	56,283	115,391	49%
Excess/(deficiency) of revenues over/(under) expenditures	(4,877)	99,481	40,000	
Fund balances - beginning	249,068	144,710	140,412	
Fund balances - ending				
Committed				
3 months working capital	32,383	32,383	35,239	
Bridge	6,000	6,000	19,580	
Irrigation/pump-station	16,000	16,000	24,000	
Unassigned	189,808	189,808	101,593	
Fund balances - ending	<u>\$244,191</u>	<u>\$ 244,191</u>	<u>\$180,412</u>	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 138	\$ 151,467	\$ 151,172	100%
Total revenues	<u>138</u>	<u>151,467</u>	<u>151,172</u>	100%
EXPENDITURES				
Professional & administrative				
Landscape maintenance	-	50,896	98,050	52%
Plant replacements	-	-	2,500	0%
Property maintenance	-	8,629	15,600	55%
Electric	-	1,269	2,500	51%
Property insurance	-	4,442	6,491	68%
Repairs & maintenance - general	-	-	7,500	0%
Repairs & maintenance - irrigation (non pump station)	-	799	10,000	8%
Contingency/other	-	-	5,000	0%
Total professional & administrative	<u>-</u>	<u>66,035</u>	<u>147,641</u>	45%
Other fees and charges				
Tax collector	-	1,513	1,575	96%
Property appraiser	-	-	36	0%
Total other fees & charges	<u>-</u>	<u>1,513</u>	<u>1,611</u>	94%
Total expenditures	<u>-</u>	<u>67,548</u>	<u>149,252</u>	45%
Excess/(deficiency) of revenues over/(under) expenditures	138	83,919	1,920	
Fund balances - beginning	234,651	150,870	140,013	
Fund balance - ending				
Assigned: 3 months working capital	42,181	42,181	42,181	
Unassigned	192,608	192,608	99,752	
Fund balances - ending	<u>\$234,789</u>	<u>\$ 234,789</u>	<u>\$141,933</u>	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - SERIES 2007
FOR THE PERIOD ENDED APRIL 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 227	\$ 247,416	\$ 246,854	100%
Interest	1,997	10,605	-	N/A
Total revenues	2,224	258,021	246,854	105%
EXPENDITURES				
Debt service				
Principal	-	-	115,000	0%
Interest	-	68,137	136,275	50%
Total debt service	-	68,137	251,275	27%
Other fees and charges				
Tax collector	-	2,472	2,571	96%
Property appraiser	-	-	98	0%
Total other fees and charges	-	2,472	2,669	93%
Total expenditures	-	70,609	253,944	28%
Excess/(deficiency) of revenues over/(under) expenditures	2,224	187,412	(7,090)	
Fund balances - beginning	484,926	299,738	289,740	
Fund balances - ending	\$ 487,150	\$ 487,150	\$ 282,650	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT
MINUTES OF MEETING
BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Boynton Village Community Development District held a Public Hearing and Regular Meeting on August 9, 2023 at 2:00 p.m., at Pacifica Apartments: 1100 Audace Ave., Boynton Beach, Florida 33426.

Present were:

Tierra Smith	Chair
Tanja Stojanovic	Vice Chair
Helen Belfour	Assistant Secretary

Also present were:

Daniel Rom	District Manager
Ginger Wald	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 2:05 p.m. Supervisors Smith, Stojanovic and Belfour were present. Supervisor Turner was not present. One seat was vacant.

Mr. Rom stated the Oath of Office was administered to Ms. Belfour before the meeting.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Helen Belfour [Seat 2] (the following to be provided in a separate package)

The following were provided and will be explained to Ms. Belfour after the meeting:

- 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**

FOURTH ORDER OF BUSINESS

**Acceptance of Resignation of James
Wallace III [Seat 5]; Term Expires
November 2024**

Mr. Rom presented the resignation letter of Mr. James Wallace III.

**On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor,
the resignation of James Wallace III from Seat 5, was accepted.**

FIFTH ORDER OF BUSINESS

**Consider Appointment to Fill Unexpired
Term of Seat 5**

- Administration of Oath of Office to Appointed Supervisor**

This item was deferred.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2023-05,
Designating Certain Officers of the District;
and Providing for an Effective Date**

Mr. Rom presented Resolution 2023-05. Ms. Smith nominated the following slate:

Tierra Smith	Chair
Tanja Stojanovic	Vice Chair
Edward Turner, Jr.	Assistant Secretary
Helen Belfour	Assistant Secretary
Daniel Rom	Assistant Secretary

No other nominations were made. Prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer remain unaffected by this Resolution.

**On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor,
Resolution 2023-05, Designating Certain Officers of the District, as nominated;
and Providing for an Effective Date, was adopted.**

SEVENTH ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2023/2024 Budget**

A. Proof/Affidavit of Publication

B. Consideration of Resolution 2023-06, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Rom presented Resolution 2023-06 and reviewed the proposed Fiscal Year 2024 budget.

On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor, the Public Hearing was opened.

No members of the public spoke.

On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor, the Public Hearing was closed.

On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor, Resolution 2023-06, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2023-07, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Mr. Rom presented Resolution 2023-07 and read the title. This determines the assessments imposed on property owners by the CDD and enables the CDD to utilize the services of the Tax Collector to receive the special assessments and transmit the funds to the CDD to fund the adopted budget.

On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor, Resolution 2023-07, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of June 30, 2023

On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor, the Unaudited Financial Statements as of June 30, 2023, were accepted.

TENTH ORDER OF BUSINESS

Approval of May 31, 2023 Regular Meeting
Minutes

On MOTION by Ms. Stojanovic and seconded by Ms. Smith, with all in favor, the May 31, 2023 Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

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

Ms. Wald noted that the meeting schedule was left off the agenda. Although the Board will not meet again until sometime in Fiscal Year 2024, a Meeting Schedule must be adopted for the Fiscal Year 2024, which begins on October 1, 2023 and ends September 30, 2024. If the same meeting schedule as for Fiscal Year 2023, with meetings on the second Wednesday of the month, at 2:00 p.m., and same location is convenient for everyone, the Fiscal Year 2024 Meeting Schedule needs to be adopted, by motion.

Meetings for Fiscal Year 2024 will be advertised to be held October 11, 2023; November 8, 2023; December 13, 2023; January 10, 2024; February 14, 2024 and March 13, 2024 at Sea Lofts at Boynton Village: 600 Sea Lofts Dr., Boynton Beach, Florida 33426.

Meetings for Fiscal Year 2024 will be advertised to be held April 10, 2024; May 8, 2024; June 12, 2024; July 10, 2024; August 14, 2024 and September 11, 2024 at Pacifica Apartments: 1100 Audace Ave., Boynton Beach, Florida 33426.

On MOTION by Ms. Smith and seconded by Ms. Stojanovic, with all in favor, the Fiscal Year 2024 Meeting Schedule, was adopted.

Ms. Wald stated that starting, in 2024, CDD Supervisors must complete four hours of ethics training. She explained how to fill out and submit Form 1. Additional information regarding online ethics training course options will be provided at the next meeting.

B. District Engineer: Schnars Engineering Corporation

Mr. Rom stated the District Engineer is working on the annual report; once completed, it will be submitted to the Trustee as part of the Master Trust Indenture requirement.

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

Mr. Rom reported that Management recently updated the renewal clause in the CDD's Agreement with the Boynton Town Center Master Association; the updated Agreement has yet to be signed and returned to the CDD.

- **NEXT MEETING DATE: September 13, 2023 at 2:00 PM**

- **QUORUM CHECK**

The September 13, 2024 meeting will be cancelled.

Mr. Rom stated the meetings for all 12 months will be advertised. He asked if the Board would like to calendar meetings for only May and August 2024, so as not to have to cancel meetings every month. The Board opted to calendar just the May and August 2024 meetings.

TWELFTH ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRTEENTH ORDER OF BUSINESS

Supervisors' Requests

There were no Supervisors' requests.

FOURTEENTH ORDER OF BUSINESS

Adjournment

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

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Secretary/Assistant Secretary

Chair/Vice Chair

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
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MEMORANDUM

TO: District Manager

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

DATE: January 19, 2024

RE: Required Ethics Training and Financial Disclosure

Ethics Training

This memorandum serves as a reminder that beginning January 1, 2024, elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts are required to complete four (4) hours of ethics training annually. The training must address, at a minimum, s. 8, Art. II of the Florida Constitution (ethics for public officers and financial disclosure), the Code of Ethics for Public Officers and Employees, and the Florida Public Records Law and Open Meetings laws.

Deadlines & Recordkeeping

The deadline to complete training for this calendar year is December 31, 2024. There is no requirement to submit proof that you have completed the training. However, the Florida Commission on Ethics recommends that Supervisors maintain a record of all completed trainings, including the date and time of completion. This documentation may be useful if Supervisors are ever required to provide evidence of training completion. The training is a calendar year requirement and corresponds to the form year. Therefore, Supervisors will report their 2024 training when filling out their Form 1 for the 2025 year.

Links to Online Training

[Public Meetings and Public Records Law \(2-Hour Audio Presentation\)](#). This presentation is audio only and is offered by the Office of the Attorney General. This presentation covers public records and Florida public records law. The presentation can be accessed for free. Completing this presentation will satisfy 2 of the 4 hours of required ethics training.

[State Ethics Laws for Constitutional Officers & Elected Municipal Officers](#). This training is presented by the Florida Commission on Ethics. The training is an overview of Florida's Ethics Code (Part III, Chapter 112, and Article II, Section 8, Florida Constitution) geared toward Constitutional Officers and Elected Municipal Officers. Topics covered include gifts, voting conflict, misuse of office, prohibited business relationships, conflicting employment relationships, revolving door, and Amendment 12. This presentation can be accessed for free. Completing this training will satisfy 2 of the 4 hours of required ethics training.

[State-Mandated Continuing Education in Ethics.](#) This class is presented by the Florida League of Cities. The class covers Chapter 112 of Florida's Ethics Code (2 Hours) and Florida Public Records and Public Meetings Law (2 Hours). To take this class, you must register for it, however there is no registration fee. Completing this class will meet your ethics training requirement.

["4-Hour Ethics Course"](#). The "4-Hour Ethics Course" is available online and presented by the Florida Institute of Government. There are three sessions. Session 1 covers Florida's Public Records Laws (1 hour), session 2 covers Florida Government in the Sunshine Law (1 hour), and session 3 covers Florida's Ethics Laws (2 hours). The registration fee is \$79. Completing this entire course will meet your ethics training requirement.

[Sunshine Law, Public Records and Ethics for Public Officers and Public Employees 2023.](#) This seminar is offered by the Florida Bar. This seminar covers sunshine law and public records; true stories of excess corruption in the ethics world; navigating Florida public records law, privacy, ethics and social media; complaints, misuse, anti-nepotism and voting; ethics during and after public service: conflicting contractual relationships & revolving door restrictions; gifts bribes, honoraria, and expenditures. The cost for this seminar is \$280. Completing this entire seminar will meet your ethics training requirement. Those Supervisors or Officers who are members of the Florida Bar may wish to purchase this option as Continuing Legal Education Credits can be earned.

We will notify you directly or through the District Manager's office if and when other training opportunities become available.

Form 1 or Form 6

Section 8, Article II of the Florida Constitution requires constitutional officers and certain elected public officials to file a Form 6. In the last session, the legislature expanded the requirements to include *elected members of municipalities*. Independent special district officials remain exempt from the requirement to file a Form 6. Elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts (including community development districts) are required to file Form 1.

For this year's filing requirement, a completed Form 1 must be submitted prior to July 1, 2024 using the Electronic Filing System of the Florida Commission on Ethics, which can be accessed via the link at [Login - Electronic Financial Disclosure Management System \(floridaethics.gov\)](https://floridaethics.gov). You will no longer be able to file your completed Form 1 through your local Supervisor of Elections office.

If you have any questions or need additional information about ethics training requirements or financial disclosure, please do not hesitate to contact our office.

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
C**

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Pacifica Apartments: 1100 Audace Ave., Boynton Beach, Florida 33426</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
May 8, 2024 CANCELED NO QUORUM	Regular Meeting	2:00 PM
May 31, 2024	Regular Meeting	2:30 PM
August 14, 2024	Regular Meeting	2:00 PM