

**BOYNTON
VILLAGE**

**COMMUNITY DEVELOPMENT
DISTRICT**

April 8, 2026

**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
<https://boyntonvillagecdd.net/>

April 1, 2026

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

Board of Supervisors
Boynton Village Community Development District

Dear Board Members:

The Board of Supervisors of the Boynton Village Community Development District will hold a Regular Meeting on April 8, 2026 at 5:30 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. Administration of Oath of Office to Appointed Supervisor Cody Herbst [Seat 4] *(the following to be provided under separate cover)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations 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
4. Acceptance of Resignation of Penina “Penny” Schwartz [Seat 3]
5. Consideration of Appointment to Fill Unexpired Term of Seat 3; *Term Expires November 2028*
 - Administration of Oath of Office to Appointed Supervisor
6. Consideration of Resolution 2026-01, Electing and Removing Officers of the District and Providing for an Effective Date
7. Discussion/Consideration/Update: Master Trust Indenture Annual Report Action

8. Consideration of Resolution 2026-03, Approving a Proposed Budget for Fiscal Year 2026/2027 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
9. Consideration of Resolution 2026-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2026/2027 and Providing for an Effective Date
10. Discussion: SFWMD Notice of Water Use Permit Renewal [Cortina at Boynton Village]
11. Acceptance of Unaudited Financial Statements as of February 28, 2026
12. Approval of February 4, 2026 Regular Meeting Minutes
13. Staff Reports
 - A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
 - Consideration of Adjustment to District Counsel Fee Structure
 - B. District Engineer: *Schnars Engineering Corporation*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: May 6, 2026 at 5:30 PM
 - QUORUM CHECK

SEAT 1	SHIMON DAVIS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	ELISHEVA "ELLIE" WEINER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	CODY HERBST	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	BEN SCHOR	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

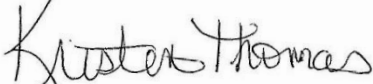
- Performance Measures/Standards & Annual Reporting Form *(for informational purposes)*

14. Public Comments
15. Supervisors' Requests
16. Adjournment

*Board of Supervisors
Boynton Village Community Development District
April 8, 2026, Regular Meeting Agenda
Page 3*

Should you have any questions, please do not hesitate to contact me directly at (561) 517-5111.

Sincerely,



Kristen Thomas
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 8664977

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

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NOTICE OF TENDER OF RESIGNATION

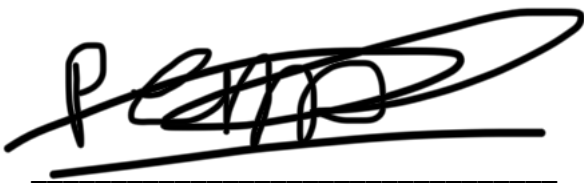
To: Board of Supervisors
Boynton Village Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

From: Penny Schwartz
Printed Name

Date: 03/20/26

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 accept it at a duly noticed meeting of the Board of Supervisors.

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



Signature

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

6

RESOLUTION 2026-01

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 April 8, 2026:

- _____ is elected Chair
- _____ is elected Vice Chair
- _____ is elected Assistant Secretary
- _____ is elected Assistant Secretary
- _____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of April 8, 2026:

- Penina “Penny” Schwartz Assistant Secretary
- _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Craig Wrathell is Secretary

Daniel Rom is Assistant Secretary

Kristen Thomas is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 8th day of April, 2026.

ATTEST:

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

7

**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**

July 24, 2025

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 June 20 & July 18, 2025, 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 6” 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 not on during inspection and could not be verified if working properly. (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 partially buried in dirt (Photo 4) and the south outfall east side is completely buried (Photo 5). The "STEEP SLOPE" sign is missing on north outfall east side that was previously there (Photo 6). 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 7 & 8). Non-native trees growing on the lake bank on the south side need to be removed as well as weeds. (Photo 9). 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 10 & 11). The observation deck has warped top rails that should be monitored for repair but otherwise in good condition (Photo 12 & 13)

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: SW corner of south dog park RCBN (Photo 14), NW corner of south dog park RCBN (Photo 15), Trip hazard just south of north dog park RCBN (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 patched (Photo 17 & 18). Chipped sidewalk north of The District RCBN (Photo 19). South of bridge by Greenway walk-several areas RCBS (photo 20 & 21), Trip/fall hazard many areas along walk on RCBS between bridge and Audace Ave (Photo 22), broken sidewalk just north of Audace Ave RCBS (Photo 23), Trip hazard in walk just south of Audace Ave RCBS-also hedges blocking sidewalk (Photo 24), west of dog park by bus drop-off RCBS (photo 25), behind Michaels (photo 26), There are several trip hazards approximately 80' north of Old Boynton Road on the west side by a tree on RCBS. This area was previously repaired, but the flaking of concrete has left a trip hazard and another section of walk broken (Photo 27).
- 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 28 & 29)
- 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 30)
- e. Dirt accumulation/plant growth in many areas of the gutters should be removed. (Photo 31, 32, 33 & 34)
- f. There is a "One Way" & "Right Turn Only" sign exiting the north dog park that is not to code. (Photo 35).
- g. Asphalt around valve box at the entrance to Sea Lofts needs repair RCBN (Photo 36)
- h. Potholes in asphalt forming on RCBN just before bridge. (Photo 37 & 38)

Audace Avenue

Audace Avenue was inspected and found to be in good condition. (Photo 39)

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 40 & 41) 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 42) Some landscape was missing in median island just south of Audace Ave (Photo 52)

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 except one bollard light was broken in the SE corner (Photo 43) Bollard lighting appeared to be okay, but operation of the lights was not verified. (Photos 44-51)

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

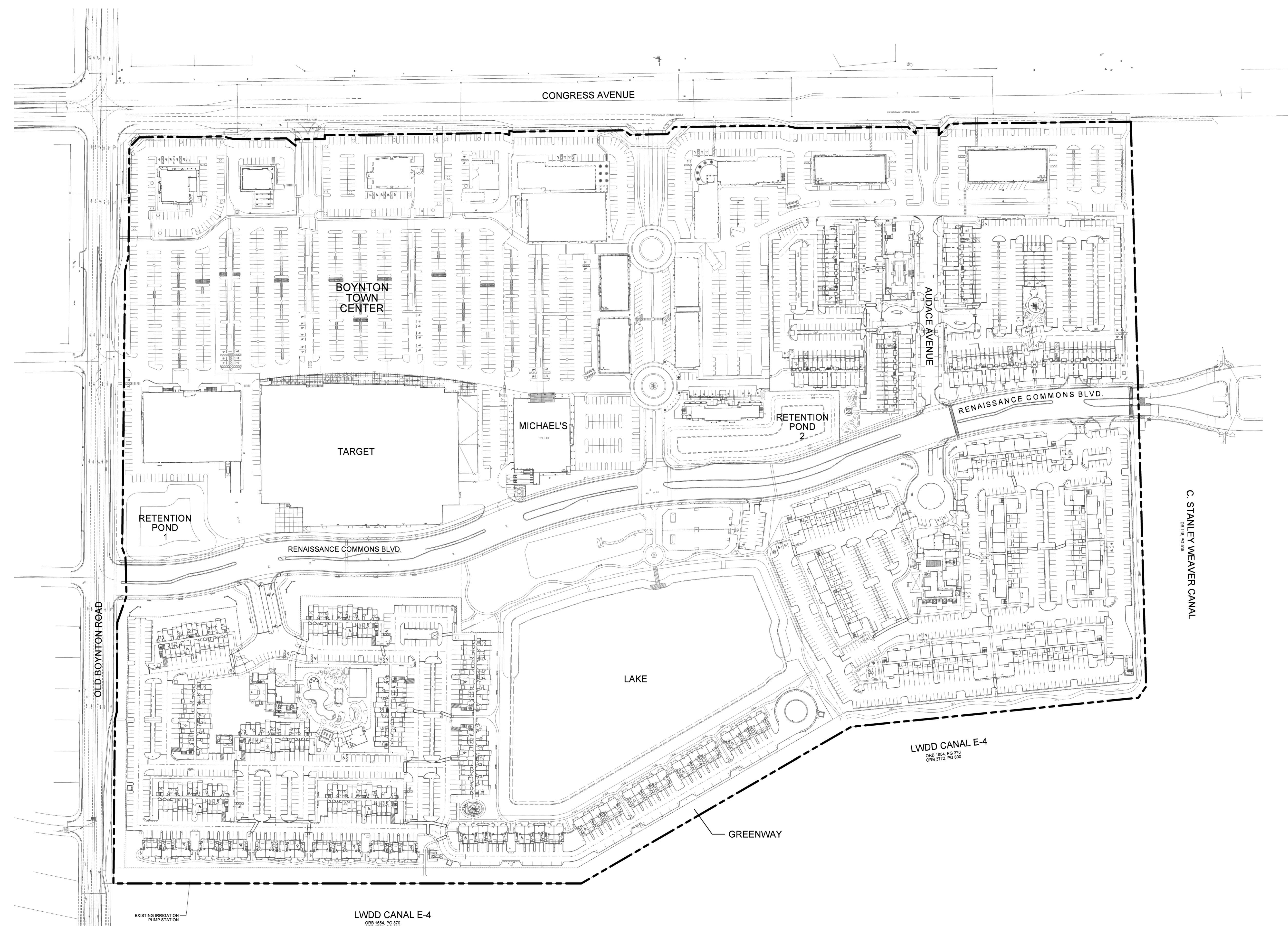
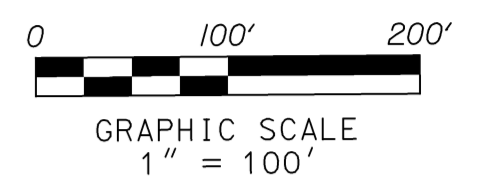
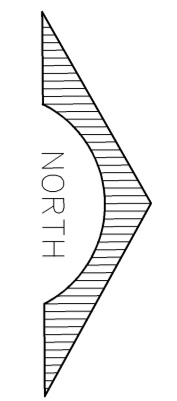
Special Revenue Fund - Greenway Maintenance – Approved BVCDD FY 2025 Budget

Landscape maintenance/Plant replacement	\$120,550
Property maintenance	\$16,080
Electric	\$2,792
Property Insurance	\$4,999
Repairs and Maintenance - General	\$7,500
Repairs & Maintenance – Irrigation	\$10,000
Contingency / Other	\$5,000
Total	\$166,921

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

Irrigation Pump Station	\$2,830
Bridge Repair	\$1,000
Insurance	\$682
Total	\$4,512

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



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

OWNER:
 PROJECT:
**BOYNTON VILLAGE COMMUNITY
 DEVELOPMENT DISTRICT (BVCCD)**
 BOYNTON BEACH FLORIDA

TASK:
**EXHIBIT A
 DISTRICT LIMITS**

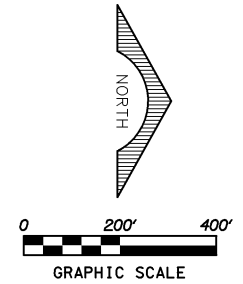
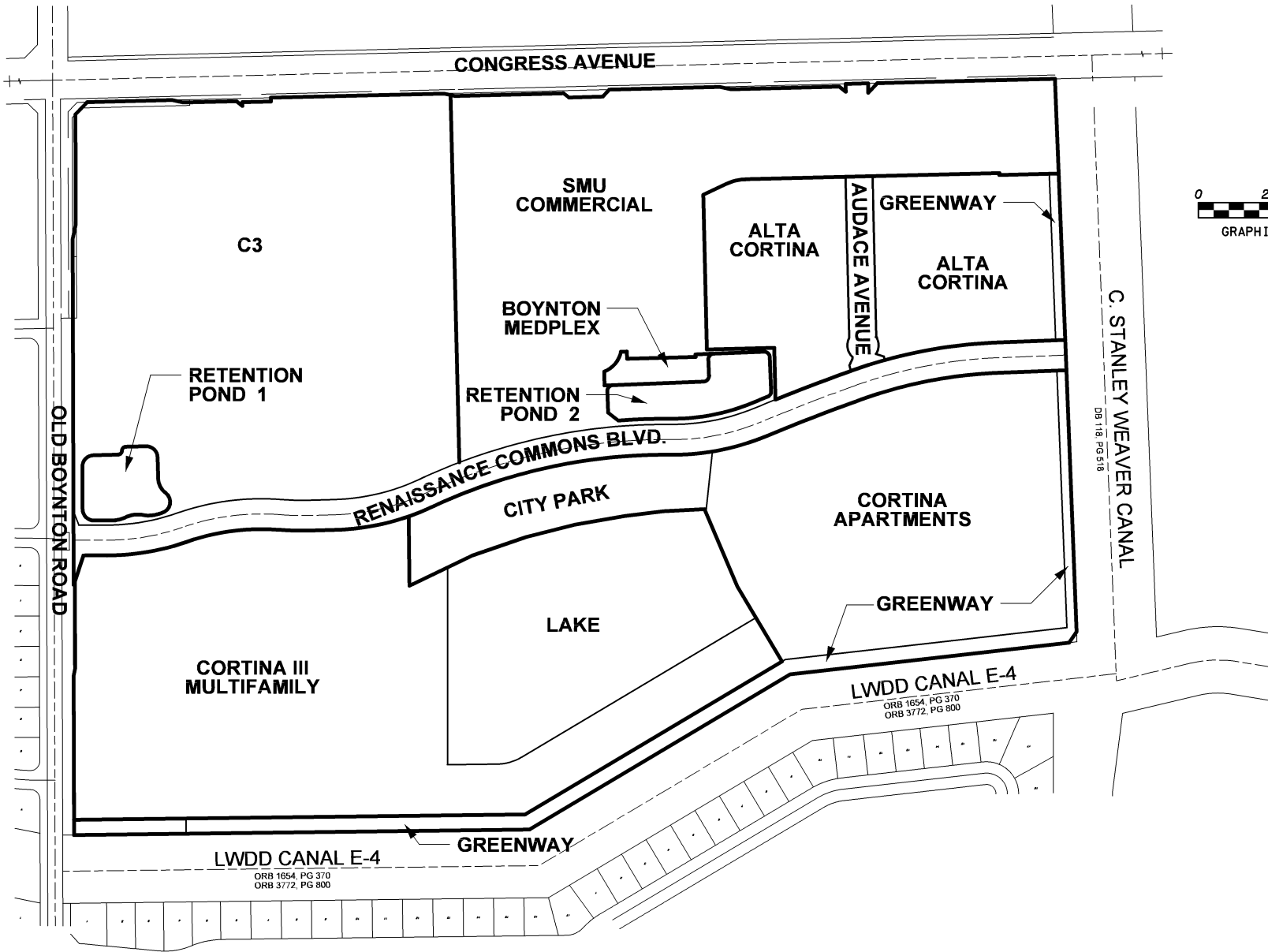
ORIGINAL: NOV 2015
 REVISIONS:
 1 SEPT. 2018
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SEAL
 Jeffrey T. Schnars, P.E.
 Civil Engineer
 Florida Registration No. 46697
 (F08-196-0001)

JOB NO. 04173
 DRAWN FM
 DESIGNED JTS
 CHECKED JWM
 Q.C. JTS
 SHEET 1 of 1

©/Project/03/04/2018/04173/04173.dwg
 10/23/18 AM
 9/7/2018



SCHNARS
ENGINEERING CORPORATION

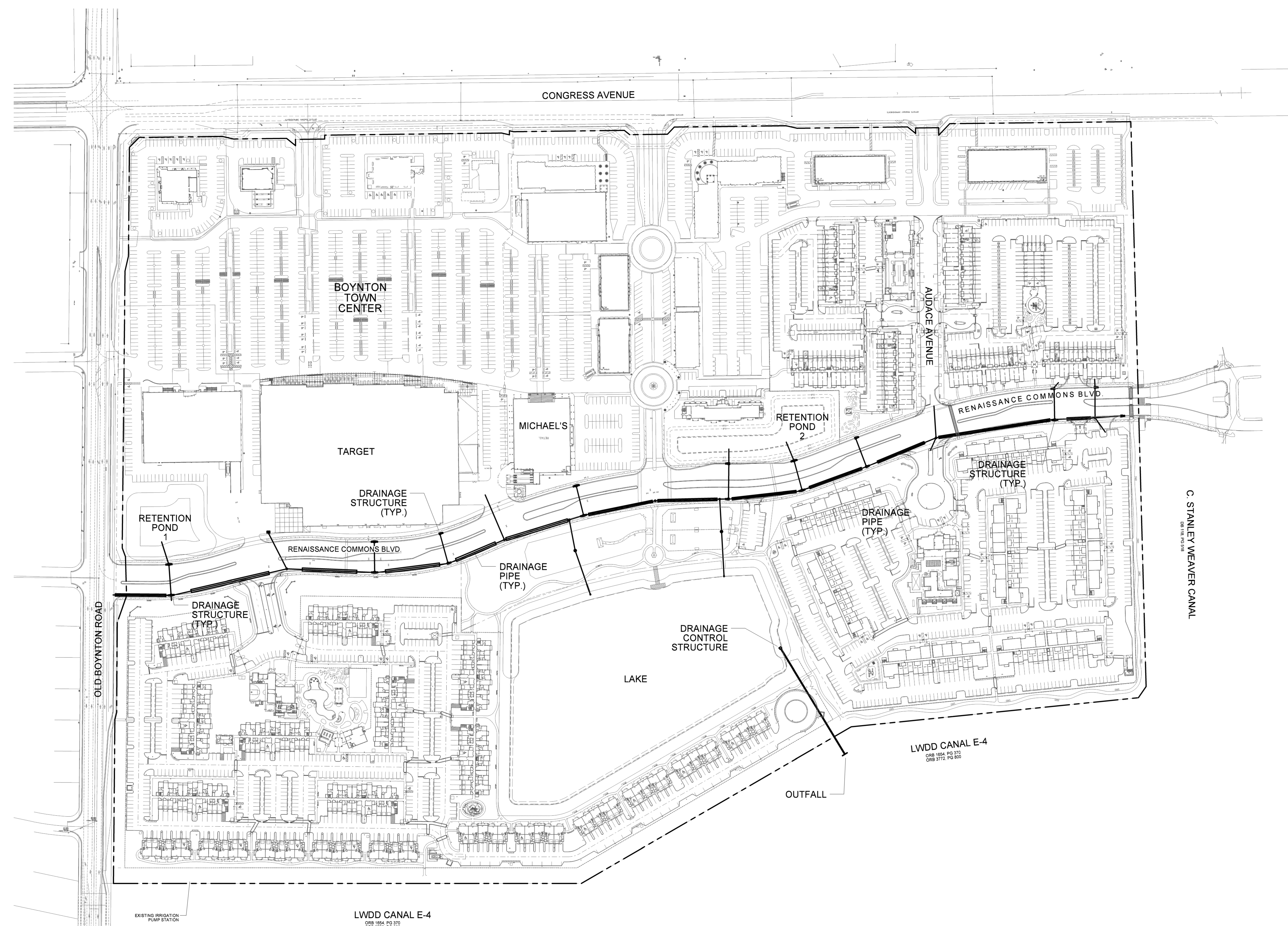
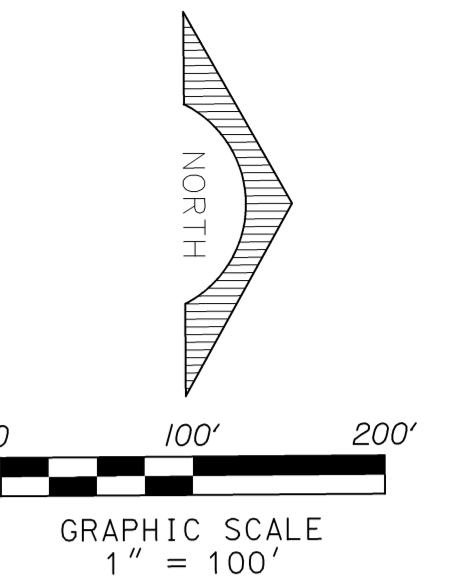
947 Clint Moore Road
Boca Raton, Florida 33487
Certificate of Authorization #6640

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

PROJECT:	BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT (BVCCD)
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TASK:	EXHIBIT B TRACT MAP
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JOB NO.	04173
DRAWN	FM
DESIGNED	JTS
CHECKED	JWM
Q.C.	JTS
SHEET	1 of 1



SCHNARS
ENGINEERING CORPORATION

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)
PROJECT:	BOYNTON BEACH FLORIDA

TASK:	EXHIBIT C MASTER DRAINAGE PIPE NETWORK
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ORIGINAL:	NOV 2015
REVISIONS:	1 SEPT. 2018
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SEAL

Jeffrey T. Schnars, P.E.
Civil Engineer
Florida Registration No. 46697
(F08-198-0004)

JOB NO.	04173
DRAWN	FM
DESIGNED	JTS
CHECKED	JWM
Q.C.	JTS
SHEET	1 of 1

©/Project/03/04/2018/04173/04173.dwg
 9/7/2018

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

My commission expires:

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]

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

My commission expires:

WITNESS:

BOYNTON TOWN CENTER MASTER ASSOCIATION, INC.

[Signature]
Signature:

MEGAN O'MARNEY
Print Name:

By: [Signature]
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.

[Signature]
Notary Public

My commission expires:



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

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.

July 24, 2025

Schnars Engineering Corp.

Exhibit E – Photographs



Photo 1: Aerator not working.



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: Steep Slope sign missing-outfall needs excavation



Photo 7: Lake 1 weeds at shoreline east side



Photo 8: Lake 1 weeds on the shoreline south side



Photo 9: Lake 1 Non-native trees & weeds in shoreline SW corner



Photo 10: Lake 1 weeds in landscape-poor maintenance



Photo 11: Lake 1 weeds, missing landscape



Photo 12: Observation deck



Photo 13: Observation deck top rail starting to warp



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



Photo 15: Broken sidewalk NW corner of south dog park on RCBN



Photo 16: Trip hazard in sidewalk south of north dog park on RCBN



Photo 17: Chipped areas of sidewalk-trip hazard on RCBN north of dog parks



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



Photo 19: Chipped Sidewalk-Trip Hazard RCBN north of The District



Photo 20: Broke Sidewalk-Trip Hazard south of bridge RCBS



Photo 21: Trip Hazard-broken Walk south of bridge RCBS



Photo 22: Drop off by walk presents fall/trip hazardt RCBS between bridge & Audace Ave



Photo 23: Broke walk just north of Audace Ave RCBS



Photo 24: Trip hazard in walk-bushes blocking walk south of Audace Ave RCBS



Photo 25: Broke walk in bus drop-off RCBS



Photo 26: Broken walk behind Michaels RCBS



Photo 27: Trip hazard in walk-several areas RCBS



Photo 28: Gouges in asphalt RCBS



Photo 29: Gouges in road RCBS



Photo 30: Ponding of water at Target entrance RCBS



Photo 31: Dirt in gutter behind Michael RCBS



Photo 32: Dirt in gutter RCBS exist to Old Boynton RD



Photo 33: Dirt in gutter RCBS south of Audace Ave



Photo 34: RCBN-dirt in gutter south of The District



Photo 35: Dog park exit has improper signage



Photo 36: Asphalt repair needed by Sea Lofts on RCBN



Photo 37: RCBN-pothole forming just south of bridge



Photo 38: RCBS- small holes forming just south of bridge



Photo 39: Audace Ave-Looking west of RCBS



Photo 40-RCBS-dirt and weeds on bridge



Photo 41-RCBN-dirt and weeds on bridge



Photo 42: Greenway Looking South from Center



Photo 42: Irrigation pump



Photo 43: Greenway-broken bollard light SE side



Photo 44: Greenway looking north from Old Boynton Road



Photo 45: Greenway east side looking north from center



Photo 46: Greenway east side looking south from center



Photo 47: Greenway-NE corner looking south



Photo 48: Greenway NE corner looking west



Photo 49: Greenway north side looking east from RCBN



Photo 50: Greenway north side looking west from RCBS



Photo 51: Greenway NW corner looking east



Photo 52: Missing landscape in island south of Audace Ave

Boynton Village CDD - Status of District Improvements Maintained by BTCMA

<i>Previous District Engineer's Report: 4/9/2024</i>	Previous Issue? (Y/N)	Previous Date BTCMA Notified	Last BTCMA Update	Issue Corrected From Last Notification (Y/N)	BTCMA RESPONSE JUNE 2024
Surface Water Management System:					
Retention Pond 1 (South) - portions of banks have steep drops offs and erosion	Y	June 2019 June 2020 Sept 2021 Sept 2022 April 2024	Requesting Schnars Engineering to be hired Q1 2021 to manage the contractor	N	
Retention Pond 2 (North) - aerator not operating at time of inspection	Y	June 2020 June 2022 April 2024	Prop. Mgr. stated apparently no electrical is hooked up to the aerator. Schnars Eng. will evaluate when doing other work.	N	
Retention Pond 2 (North) - "Steep Slope" sign is missing	Y	Sept 2022 April 2024	Notified on last report that the letters were faded and sign need replaced.	N	
Retention Pond 2 (North) - portions of banks have steep drop offs, erosion and outfall pipes buried	Y	June 2019 June 2020 April 2024	BTCMA finalizing proposal with Schnars Eng. BTCMA currently has a placeholder for time & work	N	
Lake #1 - poor maintenance in the planted area of north & west sides of lake and the shoreline non native plantings and Trees are to be removed	N	April 2024			
Drainage Structures - 18 drainage structures with chains on grates removed.	N	April 2024			
Roadways / Sidewalks:					
Sidewalks - trip hazards need repaired and broken areas needing replaced	Y	Sept 2022 April 2024	Repaired	Y	
Island curb - stress cracks	N	April 2024			
RC Blvd - deep gouges, pot holes and asphalt repairs	Y	Sept 2022 April 2024	Repaired	Y	
"One Way" and "Right Turn Only" signs aren't code at dog park	N	April 2024			
Ponding of water near Target	Y	Sept 2022 April 2024	None	N	
Signage repairs	Y	Sept 2022 April 2024			Deep Gauges and Potholes on RCB Island curb and throughout
Gutter cleaning	Y	Sept 2022 April 2024	Repaired	Y	
Bridge - weed and dirt removal	N	April 2024			

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

8

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026/2027 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, 2026, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2026 and ending September 30, 2027 ("**Fiscal Year 2026/2027**"); 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 2026/2027 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 5, 2026

HOUR: 5:30 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 8TH DAY OF APRIL, 2026.

ATTEST:

**BOYNTON VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2026/2027 Proposed Budget

Exhibit A: Fiscal Year 2026/2027 Proposed Budget

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2027**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
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**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2027**

	Fiscal Year 2026			Total Actual & Projected	Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 2/28/2026	Projected through 9/30/2026		
REVENUES					
Assessment levy: on-roll - gross	\$ 124,542				\$ 123,360
Allowable discounts (4%)	(4,982)				(4,934)
Assessment levy: on-roll - net	119,560	\$ 114,816	\$ -	\$ 114,816	118,426
Interest and miscellaneous	-	61	-	61	-
Total revenues	119,560	114,877	-	114,877	118,426
EXPENDITURES					
Professional & administrative					
Supervisors	2,788	600	1,200	1,800	2,788
Management/accounting/recording	50,013	20,839	29,174	50,013	48,071
Legal	10,000	2,000	3,000	5,000	10,000
Engineering	6,500	-	7,000	7,000	15,500
Audit	8,500	-	8,500	8,500	8,500
Assessment roll preparation	8,000	3,333	4,667	8,000	8,000
Arbitrage rebate calculation	1,200	-	1,200	1,200	1,200
Dissemination agent	3,500	1,458	2,042	3,500	3,500
Trustee	5,725	5,725	-	5,725	5,725
Postage	750	-	500	500	500
Legal advertising	1,500	-	1,500	1,500	1,500
Annual district filing fee	175	175	-	175	175
Insurance: GL & POL	9,119	8,121	-	8,121	8,933
Office supplies	500	-	500	500	500
Other current charges	1,700	822	804	1,626	1,700
Website maintenance	705	705	-	705	705
ADA website compliance	210	145		145	145
Total professional & admin	110,885	43,923	60,087	104,010	117,442

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2027**

	Fiscal Year 2026			Total Actual & Projected	Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 2/28/2026	Projected through 9/30/2026		
Field operations					
Insurance: property (pump station)	682	482	-	482	682
Repairs & maintenance					
Pump station	2,830	860	251	1,111	3,500
Bridge	1,000	-	-	-	1,000
Annual report repairs	-	-	-	-	25,000
Electrical repairs	-	1,011	-	1,011	1,500
Total field operations	<u>4,512</u>	<u>2,353</u>	<u>251</u>	<u>2,604</u>	<u>31,682</u>
Other fees and charges					
Tax collector	1,245	1,148	-	1,148	1,234
Information system services	2,030	1,120	910	2,030	2,030
Property appraiser	38	-	38	38	38
Total other fees & charges	<u>3,313</u>	<u>2,268</u>	<u>948</u>	<u>3,216</u>	<u>3,302</u>
Total expenditures	<u>118,710</u>	<u>48,544</u>	<u>61,286</u>	<u>109,830</u>	<u>152,426</u>
Excess/(deficiency) of revenues over/(under) expenditures	850	66,333	(61,286)	5,047	(34,000)
Fund balance - beginning (unaudited)	193,918	206,796	273,129	206,796	211,843
Fund balance - ending					
Committed:					
3 months working capital	36,778	36,778	37,510	37,510	45,068
Bridge	58,740	58,740	58,740	58,740	77,500
Irrigation/pump-station	40,000	40,000	40,000	40,000	32,000
Unassigned	59,250	137,611	75,593	75,593	23,275
Fund balance - ending (projected)	<u>\$ 194,768</u>	<u>\$ 273,129</u>	<u>\$ 211,843</u>	<u>\$ 211,843</u>	<u>\$ 177,843</u>

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

EXPENDITURES

Professional Services

Supervisors	\$ 2,788
<p>Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors', not to exceed \$4,800 for each fiscal year per Supervisor.</p>	
Management/accounting/recording	48,071
<p>Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develops financing programs, administers the issuance of tax exempt bond financings and operates and maintains the assets of the community.</p>	
Legal	10,000
<p>The firm of Billing, Cochran 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.</p>	
Engineering	15,500
<p>The District has entered into an agreement for engineering services with Schnars Engineering Corp. They provide construction and consulting services, which assists the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities. Annual Report per Master Trust Indenture</p>	
Audit	8,500
<p>Pursuant to Florida Statute 218.39, the District is required to undertake an independent examination of its books, records and accounting procedures.</p>	
Assessment roll preparation	8,000
<p>The District may collect its annual operating and debt service assessment through direct billing to landowners and/or placement of assessments on the annual real estate tax bill from the county's tax collector. The District's contract for financial services with Wrathell, Hunt and Associates, LLC includes assessment roll preparation.</p>	
Arbitrage rebate calculation	1,200
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	3,500
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Currently, this service is being provided by Prager, Sealy & Co., LLC.</p>	
Trustee	5,725
<p>Annual fees paid to U.S. Bank for trustee, paying agent and registrar services.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Legal advertising	1,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	

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

EXPENDITURES (continued)

Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Office supplies	500
Accounting and administrative supplies.	
Insurance: GL & POL	8,933
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	1,700
Bank charges, automatic AP routing and other miscellaneous expenses incurred during the year.	
Website maintenance	705
ADA website compliance	145
Total professional & admin	117,442
Field operations	
Insurance: property (pump station)	682
Repairs & maintenance	
Pump station	3,500
Virtual Scada System annual renew, Sullivan Electric & Pump service maintenance agreement and excess for potential repairs	
Bridge	1,000
Annual report repairs	25,000
Master trust indenture report not being maintained by HOA	
Electrical repairs	1,500
Total field operations	31,682
Other fees & charges	
Tax collector	1,234
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 between the	
Total other fees & charges	3,302
Total expenditures and other uses	\$ 152,426

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND BUDGET (GREENWAY)
FISCAL YEAR 2027**

	Fiscal Year 2026			Total Actual & Projected	Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 2/28/2026	Projected through 9/30/2026		
REVENUES					
Assessment levy: on-roll - gross	\$ 175,744				\$ 176,354
Allowable discounts (4%)	(7,030)				(7,054)
Assessment levy: on-roll - net	168,713	\$ 162,048	\$ -	\$ 162,048	169,300
Total revenues	168,713	162,048	-	162,048	169,300
EXPENDITURES					
Professional & administrative					
Landscape maintenance	100,992	64,142	36,850	100,992	100,992
Plant replacements	2,500	-	2,500	2,500	2,500
Annual plant rotation	20,000	-	20,000	20,000	20,000
Property maintenance (porter services)	16,562	7,124	8,876	16,000	16,562
Electric	2,213	1,144	1,144	2,288	2,517
Property insurance	5,498	3,885	-	3,885	3,467
Annual report repairs	-	-	-	-	150,000
Repairs & maintenance - general	6,250	-	6,250	6,250	7,500
Repairs & maintenance - irrigation (non pump station)	10,000	5,037	3,500	8,537	10,000
Contingency/other	5,000	-	5,000	5,000	5,000
Total professional & admin	169,015	81,332	84,120	165,452	318,538
Other fees and charges					
Tax collector	1,757	1,620	-	1,620	1,764
Property appraiser	36	-	36	36	36
Total other fees & charges	1,793	1,620	36	1,656	1,800
Total expenditures	170,808	82,952	84,156	167,108	320,338
Excess/(deficiency) of revenues over/(under) expenditures	(2,095)	79,096	(84,156)	(5,060)	(151,038)
Fund balance - beginning (unaudited)	177,614	316,322	395,418	316,322	311,262
Fund balance - ending					
Assigned: 3 months working capital	46,826	46,826	46,826	46,826	82,685
Unassigned	128,693	348,592	264,436	264,436	77,539
Fund balance - ending (projected)	\$ 175,519	\$ 395,418	\$ 311,262	\$ 311,262	\$ 160,224

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

EXPENDITURES

Professional Services

Landscape maintenance	\$ 100,992
Maintain the greenway landscape and irrigation, trim trees, mulch, etc.	
Plant replacements	2,500
Annual plant rotation	20,000
Property maintenance (porter services)	16,562
Includes walking the grounds five times per week to pick up trash, empty trash cans, replace bags, clean benches and bollards	
Electric	2,517
This is for the greenway lighting and includes electricity usage	
Property insurance	3,467
Annual report repairs (master trust indenture not being maintained by HOA master)	150,000
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	1,764
Property appraiser	36
Total expenditures and other uses	<u><u>\$ 320,338</u></u>

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2007 A-1/A-2 BONDS
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 2/28/2026	Projected through 9/30/2026	Total Actual & Projected Revenue & Expenditures	
REVENUES					
Assessment levy: on-roll - gross	\$ 257,140				\$ 257,140
Allowable discounts (4%)	(10,286)				(10,286)
Assessment levy: on-roll - net	246,854	\$ 237,084	\$ 9,770	\$ 246,854	246,854
Interest	-	4,317	-	4,317	-
Total revenues	246,854	241,401	9,770	251,171	246,854
EXPENDITURES					
Debt service					
Principal	125,000	-	125,000	125,000	135,000
Interest	122,763	61,381	61,382	122,763	115,575
Property appraiser	98	-	98	98	98
Tax collector	2,571	2,371	200	2,571	2,571
Total expenditures	250,432	63,752	186,680	250,432	253,244
Excess/(deficiency) of revenues over/(under) expenditures	(3,578)	177,649	(176,910)	739	(6,390)
Fund balance - beginning (unaudited)	313,624	500,104	677,753	500,104	500,843
Fund balance - ending (projected)	\$ 310,046	\$ 677,753	\$ 500,843	\$ 500,843	494,453
Use of fund balance					
Debt service reserve balance (required)					(167,322)
Interest expense - November 1, 2027					(53,906)
Projected fund balance surplus/(deficit) as of September 30, 2027					\$ 273,225

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

Amortization Schedule

Date	Principal	Int. Rate	Interest	Total P+I
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	\$2,135,000.00		\$881,762.50	\$3,016,762.50

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT SUMMARY - GENERAL FUND AND DEBT SERVICE FUND
FISCAL YEAR 2027**

On-Roll

Projected Fiscal Year 2027

Number of Units	Unit Type	GF	SRF	DSF	GF, SRF & DSF	FY 26 Assessment
422,430	Comm	\$ 0.0644	\$ -	\$ 0.5931	\$ 0.6575	\$ 0.6581
8	Medplex Condo	86.25	-	824.57	910.82	911.65
152	District MF #1	86.25	145.08	-	231.33	231.65
142	District MF #2	86.25	163.52	-	249.77	250.04
56	District MF #3	86.25	199.63	-	285.88	286.02
171	Pacifica MF #1	86.25	109.44	-	195.69	196.14
93	Pacifica MF #2	86.25	123.35	-	209.60	210.01
60	Pacifica MF #3	86.25	150.59	-	236.84	237.15
279	Sea Lofts #1	86.25	173.04	-	259.29	259.52
99	Sea Lofts #2	86.25	195.04	-	281.29	281.45
55	Sea Lofts TH	86.25	238.11	-	324.36	324.36

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

9

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS 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 2026/2027 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2026/2027 meeting schedule attached as **Exhibit A**.

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

1. ADOPTING FISCAL YEAR 2026/2027 ANNUAL MEETING SCHEDULE. The Fiscal Year 2026/2027 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 8th day of April, 2026.

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 2026/2027 MEETING SCHEDULE		
LOCATION		
<i>Pacifica Apartments: 1100 Audace Ave., Boynton Beach, Florida 33426</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2026	Regular Meeting	5:30 PM
January 6, 2027	Regular Meeting	5:30 PM
February 3, 2027	Regular Meeting	5:30 PM
April 7, 2027	Regular Meeting <i>Presentation of FY2028 Proposed Budget</i>	5:30 PM
May 5, 2027	Regular Meeting	5:30 PM
August 4, 2027	Public Hearing & Regular Meeting <i>Adoption of FY2028 Budget</i>	5:30 PM
September 1, 2027	Regular Meeting	5:30 PM

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

10



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

March 06, 2026

1950 Congress Avenue LLC
1450 South Johnson Ferry Road Suite 100
Atlanta, GA 30319

**Subject: Cortina At Boynton Village
Notice of Water Use Permit Renewal
Water Use Permit No. 50-06808-W
Palm Beach County**

Dear Permittee:

According to South Florida Water Management District (District) records, the water use permit for the above referenced project will expire on March 17, 2026. The District recommends contacting the assigned staff member to provide the current status of water use on this property. If water use is still occurring on this property, an application shall be submitted to renew the water use permit. By submitting an application for permit renewal before the permit expiration date, you are preserving your existing legal use of water. Water use permit applications can be submitted online at www.sfwmd.gov/regpermitting.

Any use or withdrawal of water in Florida, except for domestic use at a single-family dwelling or duplex, and firefighting purposes, requires a valid water use permit. The use of water without a valid water use permit is a violation of Chapter 373.219, Florida Statutes and Rule 40E-2.041, Florida Administrative Code and is subject to enforcement action.

If you have any questions or require additional assistance, please contact Judith Parker at (561) 682-2179 or via email at jparker@sfwmd.gov.

Sincerely,

A handwritten signature in blue ink that reads "Judith Parker".

Judith Parker
WU Compliance Admin

eEnclosures: Location Map - ([50-06808-W_LocMap_20260306.pdf](#))
Letter Modification - ([150903-18_LtrMod_20150911](#))

c: Boynton Village CDD
2300 Glades Road, Suite 410W
Boca Raton, FL 33431-8556



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

WATER USE LETTER MODIFICATION

APPLICATION NUMBER: 150903-18 **PERMIT NUMBER:** 50-06808-W
DATE ISSUED: September 11, 2015 **EXPIRATION DATE:** March 17, 2026
PERMITTEE: 1950 CONGRESS AVENUE L L C
1450 SOUTH JOHNSON FERRY ROAD SUITE 100
ATLANTA, GA 30319

PROJECT NAME: CORTINA AT BOYNTON VILLAGE
PROJECT LOCATION: PALM BEACH COUNTY, S20/T45S/R43E

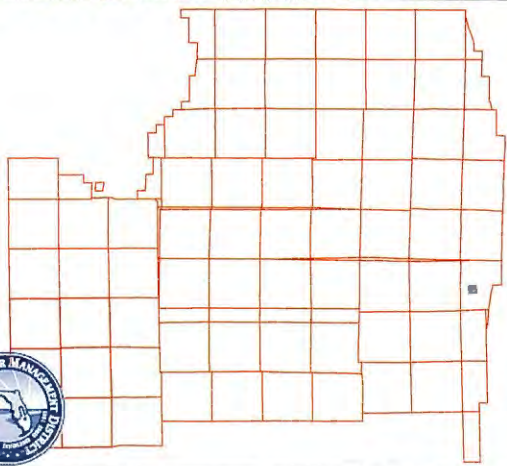
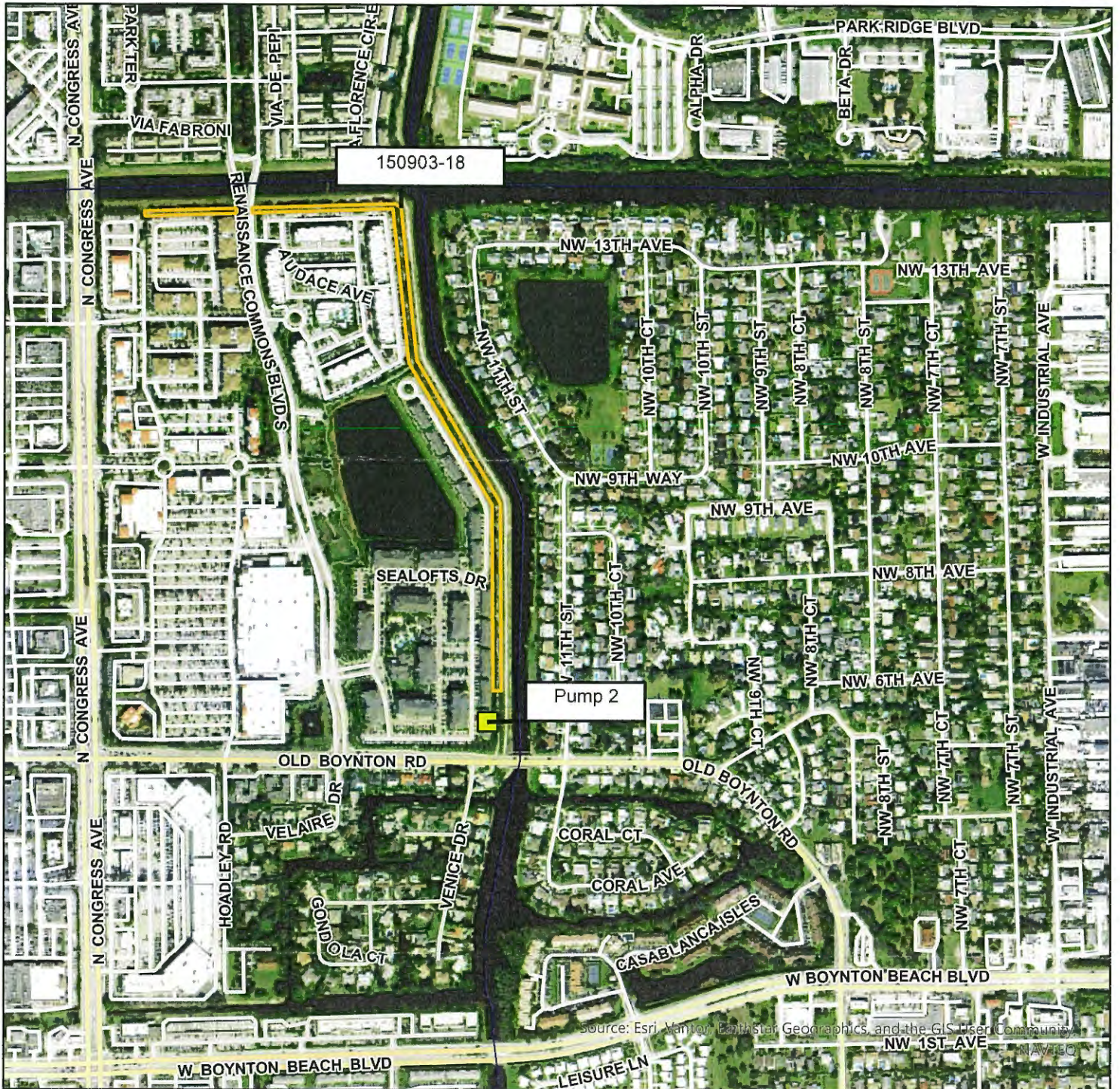
District staff has reviewed the information submitted in support of the referenced application for permit modification(s) and determined that the proposed activities are in compliance with the previous permit and the appropriate provisions of Rule 40E-2.331 (4)(a), Florida Administrative Code. The permit modification(s) include the following:

The purpose of this application is to modify Water Use Permit 50-06808-W for landscape irrigation of 13.89 acres of turf using a sprinkler irrigation system. Withdrawals are from Lake Worth Drainage District Canal (E-4) via two exiting withdrawal facilities. The modification consists of decreasing of the irrigated acreage from 15.38 to 13.89 acres of landscape turf (Exhibit 1). There are no modification(s) to the withdrawal source being made. A new "Calculation of Irrigation Requirements" is provided in Exhibit 2 and a Table - B "Surface Pumps Specifications" are provided in Exhibits 3.

Please understand that your permit remains subject to the 17 Limiting Conditions and all other terms of the permit authorization as previously issued.

A handwritten signature in blue ink, appearing to read "Simon Sunderland".

Simon Sunderland, P.G.
Section Leader
Water Use Bureau



PALM BEACH COUNTY, FLORIDA

- Pump
- Application

Application No: 150903-18

Permit No: 50-06808-W

Project Name: Cortina At Boynton Village

Map Date: 2026-03-06

0 0.15

Exhibit No: 08-43-45-20-35-002-0010



**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2026**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
FEBRUARY 26, 2026**

	Major Funds			Total Governmental Funds
	General	Special Revenue	Debt Service	
ASSETS				
Cash - SunTrust				
General fund	\$ 581,304	\$ -	\$ -	\$ 581,304
Investments - US Bank				
Revenue account - (A-1) 1950 Congress	-	-	328,648	328,648
Revenue account - (A-2) SFL Devco / WR1 & WR2	-	-	65	65
Reserve account - (A-1) 1950 Congress	-	-	167,322	167,322
Reserve account - (A-2) SFL Devco	-	-	749	749
Prepayment - (A-2)	-	-	4,040	4,040
Redemption	-	-	27	27
Due from other	35	-	-	35
Due from other funds				
General	-	307,810	-	307,810
Utility deposits	-	389	-	389
Total assets	<u>\$ 581,339</u>	<u>\$ 308,199</u>	<u>\$ 500,851</u>	<u>\$ 1,390,389</u>
LIABILITIES				
Liabilities:				
Accrued wages payable	\$ 400	\$ -	\$ -	\$ 400
Due to other funds				
Special revenue	307,810	-	-	307,810
Total liabilities	<u>308,210</u>	<u>-</u>	<u>-</u>	<u>308,210</u>
FUND BALANCES				
Assigned:				
Debt service	-	-	500,851	500,851
Committed				
3 months working capital	36,871	42,826	-	79,697
Bridge	39,160	-	-	39,160
Irrigation/pump-station	32,000	-	-	32,000
Unassigned	165,098	265,373	-	430,471
Total fund balances	<u>273,129</u>	<u>308,199</u>	<u>500,851</u>	<u>1,082,179</u>
Total liabilities and fund balances	<u>\$ 581,339</u>	<u>\$ 308,199</u>	<u>\$ 500,851</u>	<u>\$ 1,390,389</u>

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 114,816	\$ 119,560	96%
Interest and miscellaneous	5	61	-	N/A
Total revenues	<u>5</u>	<u>114,877</u>	<u>119,560</u>	96%
EXPENDITURES				
Professional & administrative				
Supervisors	600	600	2,788	22%
Management	4,168	20,839	50,013	42%
Legal	500	2,000	10,000	20%
Engineering	-	-	6,500	0%
Audit	-	-	8,500	0%
Assessment roll preparation	666	3,333	8,000	42%
Arbitrage rebate calculation	-	-	1,200	0%
Dissemination agent	291	1,458	3,500	42%
Trustee	-	5,725	5,725	100%
Postage	-	-	750	0%
Legal advertising	-	-	1,500	0%
Annual district filing fee	-	175	175	100%
Insurance	-	8,121	9,119	89%
Office supplies	-	-	500	0%
Other current charges	168	822	1,700	48%
Website: hosting and maintenance	-	705	705	100%
Website: ADA compliance	-	145	210	69%
Total professional & administrative	<u>6,393</u>	<u>43,923</u>	<u>110,885</u>	40%

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Insurance: property	-	482	682	71%
Repairs and maintenance				
Pump station	-	860	2,830	30%
Bridge	-	-	1,000	0%
Electrical repairs	-	1,011	-	N/A
Total field operations expenses	-	2,353	4,512	52%
Other fees and charges				
Tax collector	-	1,148	1,245	92%
Information systems services	-	1,120	2,030	55%
Property appraiser	-	-	38	0%
Total other fees and charges	-	2,268	3,313	68%
Total expenditures	6,393	48,544	118,710	41%
Excess/(deficiency) of revenues over/(under) expenditures	(6,388)	66,333	850	
Fund balances - beginning	279,517	206,796	193,918	
Fund balances - ending				
Committed				
3 months working capital	36,871	36,871	36,871	
Bridge	39,160	39,160	39,160	
Irrigation/pump-station	32,000	32,000	32,000	
Unassigned	165,098	165,098	86,737	
Fund balances - ending	<u>\$273,129</u>	<u>\$ 273,129</u>	<u>\$194,768</u>	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 162,047	\$ 168,713	96%
Total revenues	<u>-</u>	<u>162,047</u>	<u>168,713</u>	96%
EXPENDITURES				
Professional & Administrative				
Landscape maintenance	6,400	64,142	100,992	64%
Plant replacements	-	-	2,500	0%
Annual plant rotation	-	-	20,000	0%
Property maintenance	1,479	7,124	16,562	43%
Electric	244	1,144	2,213	52%
Property insurance	-	3,885	5,498	71%
Repairs & maintenance - general	-	-	6,250	0%
Repairs & maintenance - irrigation (non pump station)	-	5,037	10,000	50%
Contingency/other	-	-	5,000	0%
Total professional & administrative	<u>8,123</u>	<u>81,332</u>	<u>169,015</u>	48%
Other fees and charges				
Tax collector	-	1,620	1,757	92%
Property appraiser	-	-	36	0%
Total other fees & charges	<u>-</u>	<u>1,620</u>	<u>1,793</u>	90%
Total expenditures	<u>8,123</u>	<u>82,952</u>	<u>170,808</u>	49%
Excess/(deficiency) of revenues over/(under) expenditures	(8,123)	79,095	(2,095)	
Fund balances - beginning	316,322	229,104	177,614	
Fund balance - ending				
Assigned: 3 months working capital	42,826	42,826	42,826	
Unassigned	265,373	265,373	128,693	
Fund balances - ending	<u>\$308,199</u>	<u>\$ 308,199</u>	<u>\$175,519</u>	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND - SERIES 2007
FOR THE PERIOD ENDED FEBRUARY 28, 2026**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 237,084	\$ 246,854	96%
Interest	747	4,317	-	N/A
Total revenues	<u>747</u>	<u>241,401</u>	<u>246,854</u>	98%
EXPENDITURES				
Debt service				
Principal	-	-	125,000	0%
Interest	-	61,381	122,763	50%
Total debt service	<u>-</u>	<u>61,381</u>	<u>247,763</u>	25%
Other fees and charges				
Tax collector	-	2,371	2,571	92%
Property appraiser	-	-	98	0%
Total other fees and charges	<u>-</u>	<u>2,371</u>	<u>2,669</u>	89%
Total expenditures	<u>-</u>	<u>63,752</u>	<u>250,432</u>	25%
Excess/(deficiency) of revenues over/(under) expenditures	747	177,649	(3,578)	
Fund balances - beginning	500,104	323,202	313,624	
Fund balances - ending	<u>\$ 500,851</u>	<u>\$ 500,851</u>	<u>\$ 310,046</u>	

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

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

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The Board of Supervisors of the Boynton Village Community Development District held a Regular Meeting on February 4, 2026 at 5:30 p.m., at Pacifica Apartments, 1100 Audace Ave., Boynton Beach, Florida 33426.

Present:

Ellie Weiner	Chair
Shimon Davis	Vice Chair
Benjamin Schor	Assistant Secretary

Also present:

Kristen Thomas	District Manager
Scott Cochran	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Thomas called the meeting to order at 5:36 p.m.
Supervisors Davis, Weiner and Schor were present. Supervisor Schwartz and Supervisor-Appointee Herbst were absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Appointed Supervisor, Cody Herbst (the following will be provided under separate package)

This item was deferred.

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligations and Responsibilities

- 40 C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
- 41 D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local
- 42 Public Officers

43

44 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2026-01,**
 45 **Electing and Removing Officers of the**
 46 **District and Providing for an Effective Date**

47

48 This item was deferred.

49

50 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2026-02,**
 51 **Implementing Section 190.006(3), Florida**
 52 **Statutes, and Requesting that the Palm**
 53 **Beach County Supervisor of Elections**
 54 **Conduct the District’s General Elections;**
 55 **Providing for Compensation; Setting Forth**
 56 **the Terms of Office; Authorizing Notice of**
 57 **the Qualifying Period; and Providing for**
 58 **Severability and an Effective Date**

59

60 Ms. Thomas presented Resolution 2026-02. Seats 1 and 2, currently held by Supervisors
 61 Davis and Weiner, respectively, will be up for election at the November 2026 General Election.

62 **On MOTION by Mr. Davis and seconded by Ms. Weiner, with all in favor,**
 63 **Resolution 2026-02, Implementing Section 190.006(3), Florida Statutes, and**
 64 **Requesting that the Palm Beach County Supervisor of Elections Conduct the**
 65 **District’s General Elections; Providing for Compensation; Setting Forth the**
 66 **Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for**
 67 **Severability and an Effective Date, was adopted.**

68

69

70 **SIXTH ORDER OF BUSINESS** **Discussion/Consideration/Ratification:**
 71 **Performance Measures/Standards &**
 72 **Annual Reporting Form**

73

- 74 A. **October 1, 2024 - September 30, 2025 [Posted]**

75 Ms. Thomas discussed the District Infrastructure and Facilities Inspections, the
 76 unresponsiveness of the Master Association, the CDD’s lack of a repair budget, issues with the
 77 landscaping, the CDD increasing the Operation and Maintenance (O&M) budget and a likely
 78 assessment increase.

79 Mr. Cochran explained that the District initially entered into a maintenance agreement
 80 with the Master Association, which has not been keeping up with its obligations and has not
 81 responded to District Management’s attempts to address certain maintenance issues. He
 82 discussed the District’s property being collateral for the bonds that were issued, the District’s
 83 need to assure the bondholders and Trustee that the property is being maintained
 84 appropriately and the District’s potential liability for any hazards or risks.

85 Discussion ensued regarding the Pacifica Apartments, who the Master Association
 86 reports to, if the Master Association is collecting fees for common area maintenance, sending a
 87 demand letter and the next steps.

88 Ms. Thomas noted that the 2025 Goals and Objectives Reporting was completed.

89 **On MOTION by Ms. Weiner and seconded by Mr. Schor, with all in favor, the**
 90 **2025 Goals and Objectives Reporting, was ratified.**

91
 92 **B. October 1, 2025 - September 30, 2026**

93 Ms. Thomas presented the Goals and Objectives Reporting Fiscal Year 2026
 94 Performance Measures and Standards.

95 **On MOTION by Mr. Davis and seconded by Mr. Schor, with all in favor, the**
 96 **Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and**
 97 **Standards, were approved.**

98
 99 **On MOTION by Mr. Schor and seconded by Ms. Weiner, with all in favor,**
 100 **authorizing the District Manager to continue working with Pacifica Apartments**
 101 **to get the updated master list and if there is no response, by March 2, 2026,**
 102 **then authorizing District Counsel to draft and send a demand letter in relation**
 103 **to the Master Trust Indenture, Reports and the required steps, was approved.**

104
 105
 106 **SEVENTH ORDER OF BUSINESS**

Ratification Items

107
 108 Ms. Thomas presented the following:

109 **A. Lightning Electric, Inc. Invoice #180906 Renaissance Common Roadway Repair**

110 **On MOTION by Mr. Schor and seconded by Mr. Davis, with all in favor,**
 111 **Lightning Electric, Inc. Invoice #180906 for Renaissance Common Roadway**
 112 **Repair, in the amount of \$1,011.50, was ratified.**

115 On MOTION by Ms. Weiner and seconded by Mr. Schor, with all in favor, the
 116 additional repair of burned-out wires, in a not-to-exceed amount of \$5,500,
 117 was ratified.

118
 119 **B. Osprey Landscape Proposals/Invoices**

120 I. Proposal #618 Annual Mulch Service

121 II. Invoice #1303 Annual Mulch Service

122 III. Proposal #619 Dead/Missing Plant Upgrades

123 On MOTION by Ms. Weiner and seconded by Mr. Schor, with all in favor,
 124 Osprey Landscape Proposal #618 for Annual Mulch Service, in the amount of
 125 \$12,500; Invoice #1303 for Annual Mulch Service, in the amount of \$32,141.77;
 126 and Proposal #619 for Plant Upgrades, in the amount of \$2,266.77, were
 127 ratified.

128
 129 IV. Invoice #1250 Irrigation Repair – Cortina Greenway

130 On MOTION by Mr. Schor and seconded by Mr. Davis, with all in favor, Osprey
 131 Landscape Invoice #1250 for Irrigation Repair – Cortina Greenway, in the
 132 amount of \$5,037.14, was ratified.

133
 134 **C. Sullivan Electric & Pump, Inc. Invoice #28514 SCADA Software Renewal**

135 On MOTION by Mr. Schor and seconded by Ms. Weiner, with all in favor,
 136 Sullivan Electric & Pump, Inc. Invoice #28514 for SCADA Software Renewal, in
 137 the amount of \$860, was ratified.

138
 139
 140 **EIGHTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
 141 **Statements as of December 31, 2025**

142
 143 On MOTION by Ms. Weiner and seconded by Mr. Schor, with all in favor, the
 144 Unaudited Financial Statements as of December 31, 2025, were accepted.

145
 146
 147 **NINTH ORDER OF BUSINESS** **Approval of August 13, 2025 Public Hearing**
 148 **and Regular Meeting Minutes**

149
 150 On MOTION by Mr. Schor and seconded by Mr. Davis, with all in favor, the
 151 August 13, 2025 Public Hearing and Regular Meeting Minutes, as presented,
 152 were approved.

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 155 **TENTH ORDER OF BUSINESS** **Staff Reports**

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

Mr. Cochran will follow up with Ms. Thomas. If there is no response from the Master Association by March 2, 2026, he will draft and send the demand letter.

B. District Engineer: Schnars Engineering Corporation

There was no report.

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

- **NEXT MEETING DATE: April 1, 2026 at 5:30 PM**
- **QUORUM CHECK**

The April 1, 2026 meeting was cancelled. The next meeting will be held on April 8, 2026 at 5:30 p.m.

ELEVENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

TWELFTH ORDER OF BUSINESS

Supervisors' Requests

Ms. Thomas responded to questions regarding whether there will be refreshments at meetings and the ethics training requirement. Staff will resend the online course link to the Board Members.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Weiner and seconded by Mr. Schor, with all in favor, the meeting adjourned at 6:17 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

187
188
189

Secretary/Assistant Secretary

Chair/Vice Chair

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
A**

LAW OFFICES
BILLING & COCHRAN
ESTABLISHED 1977

KENNETH W. MORGAN, JR.
MICHAEL J. PAWELCZYK
MANUEL R. COMRAS
ANDREW A. RIEF
JEFFERY R. LAWLEY
GINGER E. WALD
SCOTT C. COCHRAN
ALINE O. MARCANTONIO
JOHN C. WEBBER

STEVEN F. BILLING (1947-1998)
HAYWARD D. GAY (1943-2007)

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MARLENE E. GONZALEZ
LORI B. LEWELLEN
LIZA E. SMOKER
LUCAS A. WILLIAMS

OF COUNSEL:
CLARK J. COCHRAN, JR.
SUSAN F. DELEGAL
DENNIS E. LYLES
BRUCE M. RAMSEY
RICHARD T. WOULFE

February 5, 2026

VIA E-MAIL ONLY– thomask@whhassociates.com

Ms. Kristen Thomas
District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

**Re: Adjustment to District Counsel Fee Structure
Boynton Village Community Development District
Our File: 815.06110**

Dear Kristen:

This firm's current fee structure has been in place since 2023. Although we are certainly mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for us to adjust our hourly rates effective, October 1, 2026, as follows:

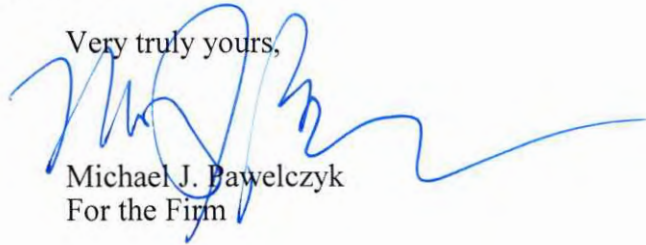
- Attorneys/Partners: \$300.00 per hour
- Attorneys/Associates: \$250.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor.

Ms. Kristen Thomas
February 5, 2026
Page 2

Naturally, should you feel you have any questions or require any further information in support of this adjustment you should feel free to contact me at your convenience. As I think you are aware, we very much appreciate the opportunity to serve as District Counsel as well as your courtesy and cooperation with regard to the necessity of what we believe to be both infrequent and reasonable adjustments to our schedule of professional fees.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'MJP', with a long horizontal flourish extending to the right.

Michael J. Pawelczyk
For the Firm

MJP/jmp

**BOYNTON VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
C**

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 1, 2025 CANCELED	Regular Meeting	5:30 PM
January 7, 2026 CANCELED	Regular Meeting	5:30 PM
February 4, 2026	Regular Meeting	5:30 PM
April 1, 2026 <i>rescheduled to April 8, 2026</i>	Regular Meeting <i>Presentation of FY2027 Proposed Budget</i>	5:30 PM
April 8, 2026	Regular Meeting <i>Presentation of FY2027 Proposed Budget</i>	5:30 PM
May 6, 2026	Regular Meeting	5:30 PM
August 5, 2026	Public Hearing & Regular Meeting <i>Adoption of FY2027 Budget</i>	5:30 PM
September 2, 2026	Regular Meeting	5:30 PM

BOYNTON VILLAGE COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

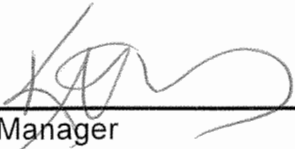
Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.


Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No


District Manager

KRISTA THOMAS
Print Name

2/4/2026
Date


Chair/Vice Chair, Board of Supervisors

ELISHA EVA WEIMER
Print Name

2/4/26
Date