

# **BOYETTE PARK**

## **COMMUNITY DEVELOPMENT DISTRICT**

**September 21, 2021**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

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

September 14, 2021

Board of Supervisor  
Boyette Park Community Development District

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

The Board of Supervisors of the Boyette Park Community Development District will hold a Regular Meeting on September 21, 2021 at 6:00 p.m., at the Hilton Garden Inn Tampa/Riverview/Brandon, 4328 Garden Vista Drive, Riverview, Florida 33578. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Supervisor Thomas Griggs, SEAT 4, Term Expires November 2024
4. Consider Appointment to Fill Unexpired Term of Vacant Seat 4
5. Acceptance of Resignation of Supervisor Mac McCraw, SEAT 1, Term Expires November 2022
6. Consider Appointment to Fill Unexpired Term of Vacant Seat 1
7. Administration of Oath of Office to Newly Appointed Supervisor(s) *(the following will be provided in a separate package)*
  - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - B. Membership, Obligations and Responsibilities
  - C. Financial Disclosure Forms
    - I. Form 1: Statement of Financial Interests
    - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
    - III. Form 1F: Final Statement of Financial Interests
  - D. Form 8B – Memorandum of Voting Conflict

8. Consideration of Resolution 2021-10, Designating Certain Officers of the District, and Providing for an Effective Date
9. Discussion: Amended and Restated Report of District Engineer
10. Discussion: Agreement with Boyette Park Homeowners Association, Inc., for Facility Management, Operation and Maintenance Services
11. Discussion: Fiscal Year 2022 Adopted Budget
12. Discussion/Update: Fiscal Year 2022 Meeting Schedule
13. Acceptance of Unaudited Financial Statements as of July 31, 2021
14. Approval of August 16, 2021 Public Hearing and Regular Meeting Minutes
15. Staff Reports
  - A. District Counsel: *Hopping Green & Sams, P.A.*
  - B. District Engineer: *Clearview Land Design, P.L.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: TBD

○ QUORUM CHECK

	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
<b>DAVID R ALLEN</b>	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
<b>ROBERT WINDHEUSER</b>	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
<b>GEORGE BERTRAM</b>	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

16. Board Members' Comments/Requests
17. Public Comments
18. Adjournment

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

Sincerely,

*Cindy Carbone*  
 Cindy Carbone

District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

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

PARTICIPANT PASSCODE: 801 901 3513

**BOYETTE PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**RESOLUTION 2021-10**  
**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOYETTE**  
**PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING**  
**CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN**  
**EFFECTIVE DATE**

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

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

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

**SECTION 1.** \_\_\_\_\_ is appointed Chair.

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chair.

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

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

    **Cindy Cerbone**     is appointed Assistant Secretary.

    **Kristen Suit**     is appointed Assistant Secretary.

**SECTION 4.**     **Craig Wrathell**     is appointed Treasurer.

    **Jeff Pinder**     is appointed Assistant Treasurer.

**SECTION 5.** This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**SECTION 6.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of September, 2021.

ATTEST:

**BOYETTE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**BOYETTE PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**9**

**Boyette Park  
Community Development District  
Amended and Restated Report of District Engineer  
February 2018**

*Prepared for:*

**Boyette Park  
Community Development District  
Hillsborough County, Florida**

*Prepared by:*

**Toxey A Hall, P.E.  
Clearview Land Design, P.L.  
Tampa, Florida**





February 2018

Board of Supervisors  
Boyette Park Community Development District

**RE: Boyette Park Community Development District  
Preliminary Report of District Engineer**

To Whom It May Concern:

Pursuant to the Board of Supervisor's authorization, Clearview Land Design, P.L. is pleased to submit this Engineer's Report for the proposed Capital Improvement Plan for the Boyette Park Community Development District. This report has been prepared on behalf of the District in connection with the financing for these proposed improvements. A detailed description of the improvements and their corresponding estimates of costs are outlined in the following report.

Thank you for this opportunity to be of professional service.

Sincerely,

**CLEARVIEW LAND DESIGN, P.L.**

Toxey A. Hall, P.E.

P:\Goolsby\CDD\DRAFTS\2017.08.07 TAHcmf.CDD Report of District Engineer.docx

1213 E. 6<sup>th</sup> Avenue, Tampa, FL 33605 Phone (813) 223-3919 Fax (813) 223-3975

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### **Exhibits**

- A. Vicinity Map**
- B. Boyette Park Boundary Metes & Bounds Description and Map**
- C. Summary of Estimated Project Costs**
- D. Permit and Construction Approval Status**

## **INTRODUCTION**

Boyette Park Community Development District (the "District") is a unit of special-purpose government organized and existing in accordance with Chapter 190, F.S., as amended, created by ordinances enacted by the Board of County Commissioners of Hillsborough County, Florida (the "County"). The District, containing approximately 108 acres is generally located in southern Hillsborough County along the south side of Boyette Road and west of McMullen Road. The County authorized the creation of the District pursuant to Hillsborough County Ordinance 17-14 effective June 14, 2017.

The District is located in Sections 21, 28, Township 30 South, Range 20 East. Exhibit A is a Vicinity Map of the District. The District was formed to provide necessary, public infrastructure so that the lands within the District can be developed as a residential community. Access to the Development (as defined below) will be via two separate entrance roadway connections. The main entrance will be located on McMullen Road approximately 1,500 feet south of the intersection of McMullen and Boyette Road. The second entrance will be located off Boyette Road about 1,700 feet west of the intersection of McMullen and Boyette Road. The lands constituting the District are presently intended for development into a master planned community (the "Development"), known as Boyette Park. Exhibit B provides a Boundary Metes & Bounds Description and Map of the District. The majority of all public infrastructure is wholly contained within the limits of the District. Offsite improvements are required on both Boyette Road and McMullen Road. An eastbound to southbound right turn lane is required for the access point off Boyette Road. The improvements on McMullen Road include both a right and left turn as well as some road widening to accommodate the turn lanes.

## **PURPOSE AND SCOPE**

The District was established for the purpose of financing or acquiring, constructing, maintaining and operating a portion of the infrastructure necessary for community development within the District. This report amends and restates the previously adopted Report of District Engineer dated November 2017 to reflect the current plan of development for the district. The purpose of this report is to provide a description of the infrastructure improvements necessary for progression of the Development and an estimate of the costs. The District will finance, acquire and/or construct, operate, and maintain a portion of the infrastructure improvements that are needed to serve the Development and allocate the costs for the infrastructure improvements among the lands within the District. A portion of these infrastructure improvements will be completed by Mattamy Tampa/Sarasota LLC, the primary developer of the Development (the "Developer"), and will be acquired by the District with proceeds of bonds issued by the District. The Developer will construct the balance of the infrastructure improvements needed for the development that is not financed by the District.

The proposed infrastructure improvements, as outlined herein, are necessary for the functional development of the Development as required by the County.

This Engineer's Report reflects the District's present intentions based on the Developer's development plan. The implementation and completion of the Capital Improvement Plan (CIP) of the District outlined in this report requires final approval by the District's Board of Supervisors, including the award of contracts for the construction and/or acquisition of the improvements comprising the CIP. Cost estimates contained in this report have been prepared based on the best available information, including bid documents and pay requests where available. These estimates may not reflect final engineering design. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein, may be reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

## **LAND USE**

As stated, the lands within the District encompass approximately 108 acres. The District is planned to ultimately include a mixture of single-family, townhome, and villa residential units with an overall lot count of 414 units. The table below illustrates the current land use plan in acreage. Such information is subject to change.

<b><u>Proposed Land Use</u></b>	<b><u>Approximate Acres</u></b>	<b><u>Units</u></b>
Residential Units	41	414
Surface Water Management Areas	24	N/A
Right of way	8	N/A
Other	35	N/A
<b>TOTAL</b>	<b>108</b>	<b>414</b>

## **GOVERNMENTAL ACTIONS**

On September 16, 2015, the County approved the project as Planned Development ("PD") Hillsborough County Rezoning Number RZ-PD 15-0694. On May 19, 2017, the County certified the most recent site plan (17-0490 RV) which allows for a maximum of 424 dwelling units.

The Development is not a DRI. The lands and entitlements within the zoning parcel, but outside the District are owned by an entity unrelated to Mattamy Tampa/Sarasota, LLC.

It is our opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the CIP as presented herein and that permits normally obtained by site development engineers, not heretofore issued and which are necessary to effect the improvements described herein, will be obtained during the

ordinary course of development. The permit status for the public improvements is summarized in Exhibit D included with this report.

## **CAPITAL IMPROVEMENT PLAN**

The District’s CIP includes infrastructure improvements that will provide special benefit to all assessable land within the District. Said improvements include earthwork, offsite roadway improvements, stormwater management facilities including those associated with such roadway improvements, on-site water and wastewater facilities, landscaping and sidewalk improvements all within public rights-of-way or on District owned lands and associated professional fees. The estimated total cost of the CIP is \$7,328,978. Refer to Exhibit C for a summary of the costs by infrastructure category for the CIP.

The current plan of development of the CIP is to be constructed in 3 phases (see table below), and ultimately it is expected that once completed it will support the construction of 414 residential dwelling units.

<b>Construction Phasing</b>	<b>Total No. of Units</b>	<b>Estimated Completion Date</b>
Boyette Park Phases 1A-1D	159	December 2017
Boyette Park Phases 1E, 2B, 2C & 4	121	April 2019
Boyette Park Phases 2A & 3	134	October 2020
<b>Total Number of Units</b>	<b>414</b>	

## **ROADWAYS**

Primary vehicular access to the District is to be provided from McMullen Road south of Boyette Road with a secondary entrance off Boyette Road. Boyette Park Drive, the main entrance to the District from McMullen Road, will be a divided 4-lane collector with street lighting, sidewalks and landscaping. The other access entrance to the District off Boyette Road will be a divided 4-lane road that will transition to divided 2-lane residential street. Internal roads will be undivided 2-lane residential streets with sidewalks and street lighting. The offsite roadway improvements on McMullen Road and Boyette Road will comply with the roadway design criteria of Hillsborough County. The internal roadway design will comply with Hillsborough County transportation design criteria. The District will fund and construct the offsite improvements and the access improvements within the District or in the alternative acquire much completed improvements from the Developer. Hillsborough County will own, operate, and maintain the improvements on McMullen Road and Boyette Road as well as the access connection to Boyette Road. The Boyette Park Homeowners Association will own, operate and maintain the internal roads within the District which will not be District funded.

## **STORMWATER MANAGEMENT**

The County and the Southwest Florida Water Management District (SWFWMD) regulate the design criterion for the stormwater management system within the District. The District is located within the Alafia River Watershed. The pre-development site runoff and water management conditions have been developed by the County and SWFWMD. The existing, onsite, naturally occurring wetlands have been delineated by SWFWMD.

The stormwater management plan for the District focuses on utilizing newly constructed ponds in the uplands for stormwater treatment in conjunction with the naturally occurring wetlands.

The primary objectives of the stormwater management system for the District are:

1. To provide a stormwater conveyance and storage system, which includes stormwater quality treatment.
2. To adequately protect development within the District from regulatory-defined rainfall events.
3. To maintain wetland hydroperiods.
4. To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of the Development.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas that naturally drains through the District. Accommodating existing drainage conditions is a requirement of more than one regulatory agency and is an integral part of the infrastructure improvements constructed with development projects.

The stormwater collection and outfall systems will be a combination of site grading, earthwork, stabilization, curb inlets, pipe culverts, control structures and open waterways. Wetland hydroperiods (normal pool and season high water elevations) will be maintained through proper design and maintenance of the outfall control structures. The District will fund and construct the stormwater management system or in the alternative acquire the completed system from the Developer. Curb inlets and pipe culverts in the HOA right-of-ways will be owned, operated and maintained by the CDD as they are necessary components of the stormwater management system. The District will not finance the cost of the earthwork and site grading except to the extent it is necessary to facilitate the stormwater management system.

The two commercial outparcels located off Boyette Road will be provided drainage through a CDD owned and maintained drainage pond. The infrastructure that will serve the commercial parcels will be installed at the Developer's expense. The cost to the District to finance this CDD owned and maintained drainage pond, is not greater than it otherwise would have been due to its use by such commercial parcels.

## **WASTEWATER COLLECTION**

The District is within the County's Valrico Sub Regional Service Area which will provide wastewater treatment service. The District will fund the construction of the wastewater system or in the alternative acquire the completed system from the Developer. When completed, the County will own, operate and maintain the District's internal wastewater systems.

The District onsite wastewater system will consist of gravity collection lines with appurtenant manholes, and a pump station discharging to a force main that will connect to the existing County force main in the Boyette Road right-of-way.

## **WATER DISTRIBUTION SYSTEM**

The District is within the County's South Central Service Area which will provide potable water service. The District will fund the construction of the potable water system or in the alternative acquire the completed system from the Developer. When completed, the County will own, operate and maintain the District's internal potable water systems.

The District's onsite potable water system will consist of distribution lines of varying sizes with appurtenant valves and backflow prevention equipment connecting to the existing water transmission lines in the McMullen Road and

Boyette Road right-of-ways.

## LANDSCAPING

Significant landscape features and associated irrigation systems are planned for the public rights of way and District owned lands relating to the CIP. These features may include District entry monumentation at the entrances of the District, installation of irrigation wells, irrigation systems, and the perimeter buffer areas. The District will fund, construct, operate and maintain entry monumentation, irrigation systems and landscaping in publicly accessible areas of the District. The District will fund, construct, and maintain perimeter berms. In the alternative, the Developer will construct these improvements and convey the same to the District.

## OWNERSHIP AND MAINTENANCE

**The ownership and maintenance responsibilities of the proposed infrastructure improvements for the development are set forth below.**

<b><u>Proposed Infrastructure Improvements</u></b>	<b><u>Ownership</u></b>	<b><u>Maintenance</u></b>
Internal Roadway Improvements	Boyette Park HOA	Boyette Park HOA
Access Roadway Improvements on McMullen and Boyette	Hillsborough County	Hillsborough County
Stormwater Management System	CDD	CDD
Wastewater Collection System including the on-site Transmission System for Single Family Residences	Hillsborough County	Hillsborough County
Water Distribution System including the Transmission System	Hillsborough County	Hillsborough County
Landscaping and Irrigation Systems within public rights-of-way and district owned lands	CDD	CDD

## PROJECT COSTS

The CIP's identifiable total costs associated with the infrastructure improvements are estimated to be \$7,328,978. The infrastructure improvements include: roadways, sewer, water, storm water management systems and landscaping and irrigation as well as hardscape elements. It is understood that the funds available to the District to construct or acquire the improvements comprising the CIP, will be limited. Any such improvements not financed by the District will be constructed and conveyed to the District by the Developer for no consideration.

Exhibit C outlines the anticipated costs associated with the construction of the CIP for the District.



## **SUMMARY AND CONCLUSION**

The infrastructure, as outlined above, is necessary for the functional progression of the Development within the District as required by the County. The planning and design of the infrastructure will be in accordance with current governmental regulatory requirements. The infrastructure will provide its intended function so long as the construction is in substantial compliance with the design and permits. The platting, design and permitting for the public infrastructure are ongoing at this time and there is no reason to believe such permits will not be obtained.

Items of construction in this report are based on preliminary plan quantities for the infrastructure construction as shown on the master plans, conceptual plans, construction drawings and specifications. It is my professional opinion that the estimated infrastructure costs provided herein for the District improvements comprising the CIP are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will provide a special benefit to the assembled land in the District, which special benefit will at least equal the costs of such improvements. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statutes.

The infrastructure total construction cost developed in this report is only an estimate and not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in the Tampa Bay area and quantities as represented on the master plans. The labor market, future costs of equipment and materials, and the actual construction processes frequently vary and cannot be accurately forecasted. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

The professional services for establishing the opinion of estimated construction cost are consistent with the degree and care and skill exercised by members of the same profession under similar circumstances.

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*Toxey A. Hall, P.E*

*District Engineer*

*FL Registration No.: 37278*

# EXHIBITS

**Exhibit A**    **Vicinity Map of District**

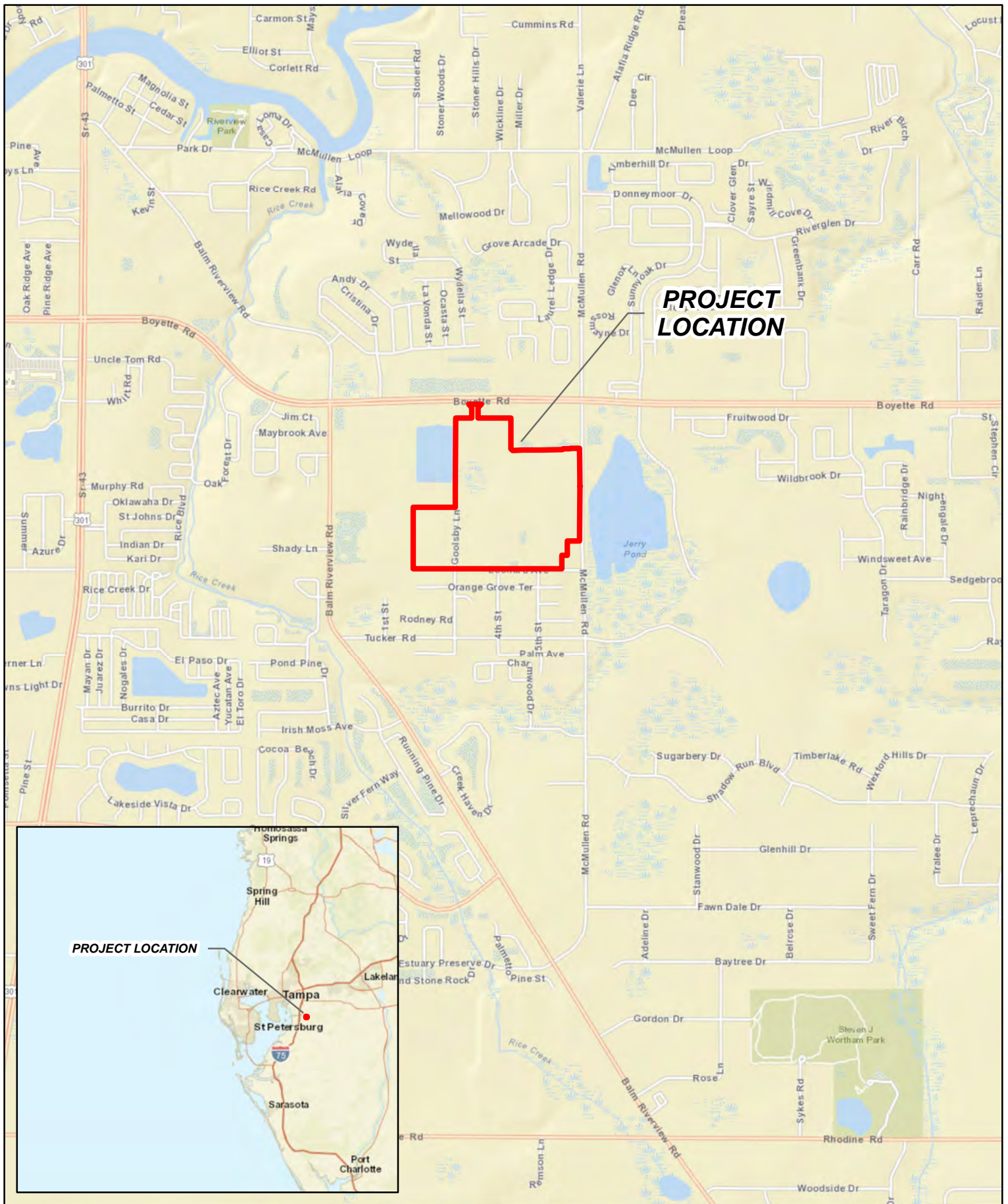
**Exhibit B**    **Boundary Metes & Bounds Description of District**

**Exhibit C**    **Summary of Estimated Project Costs**

**Exhibit D**    **Permit and Construction Approval Status**

# **EXHIBIT A**

## **VICINITY MAP**



**EXHIBIT B**

BOYETTE PARK

COMMUNITY DEVELOPMENT DISTRICT

BOUNDARY METES AND

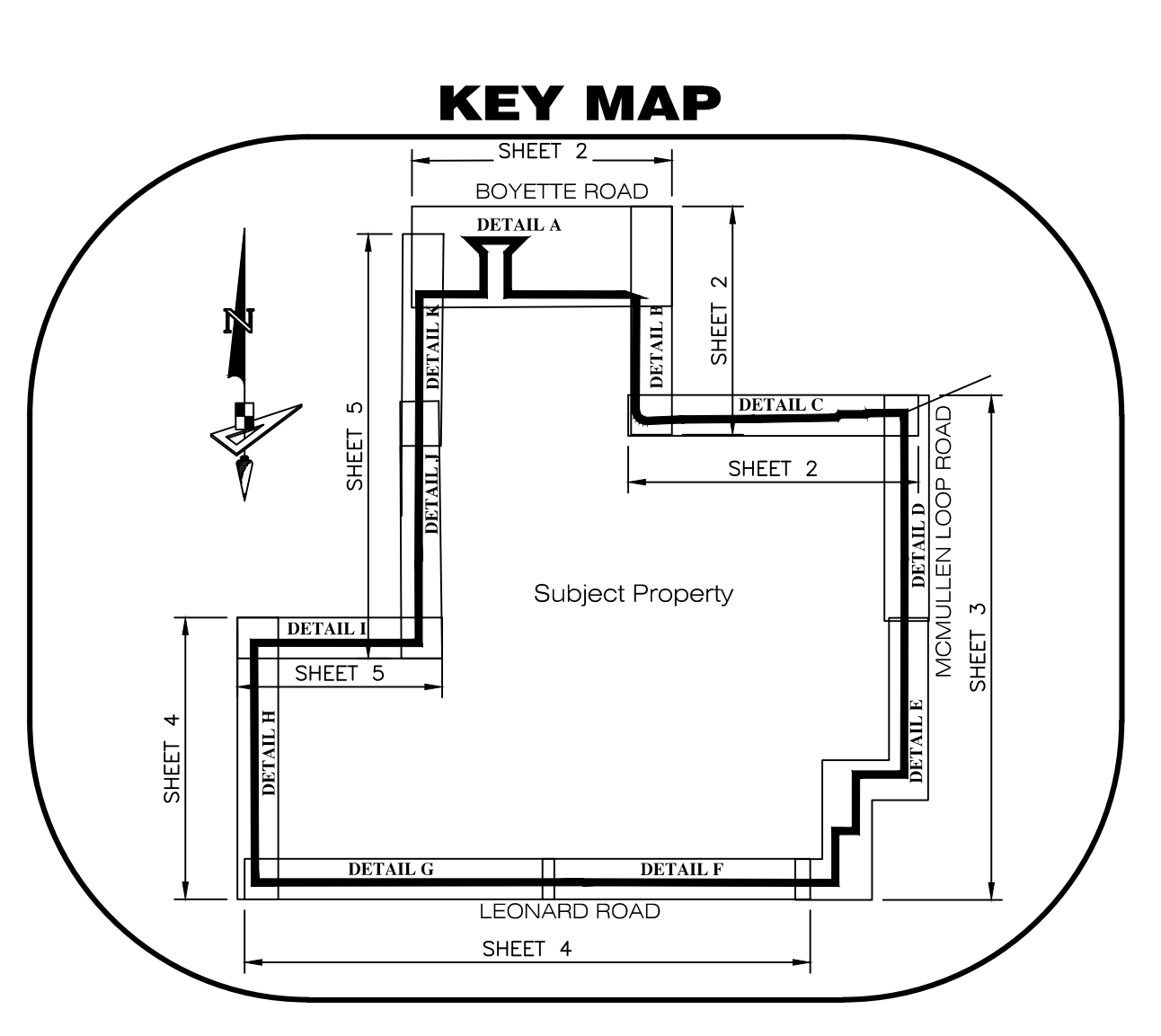
BOUNDS DESCRIPTION SKETCH

## EXHIBIT B

DESCRIPTION: Goolsby Property (Prepared by GeoPoint Surveying, Inc.)

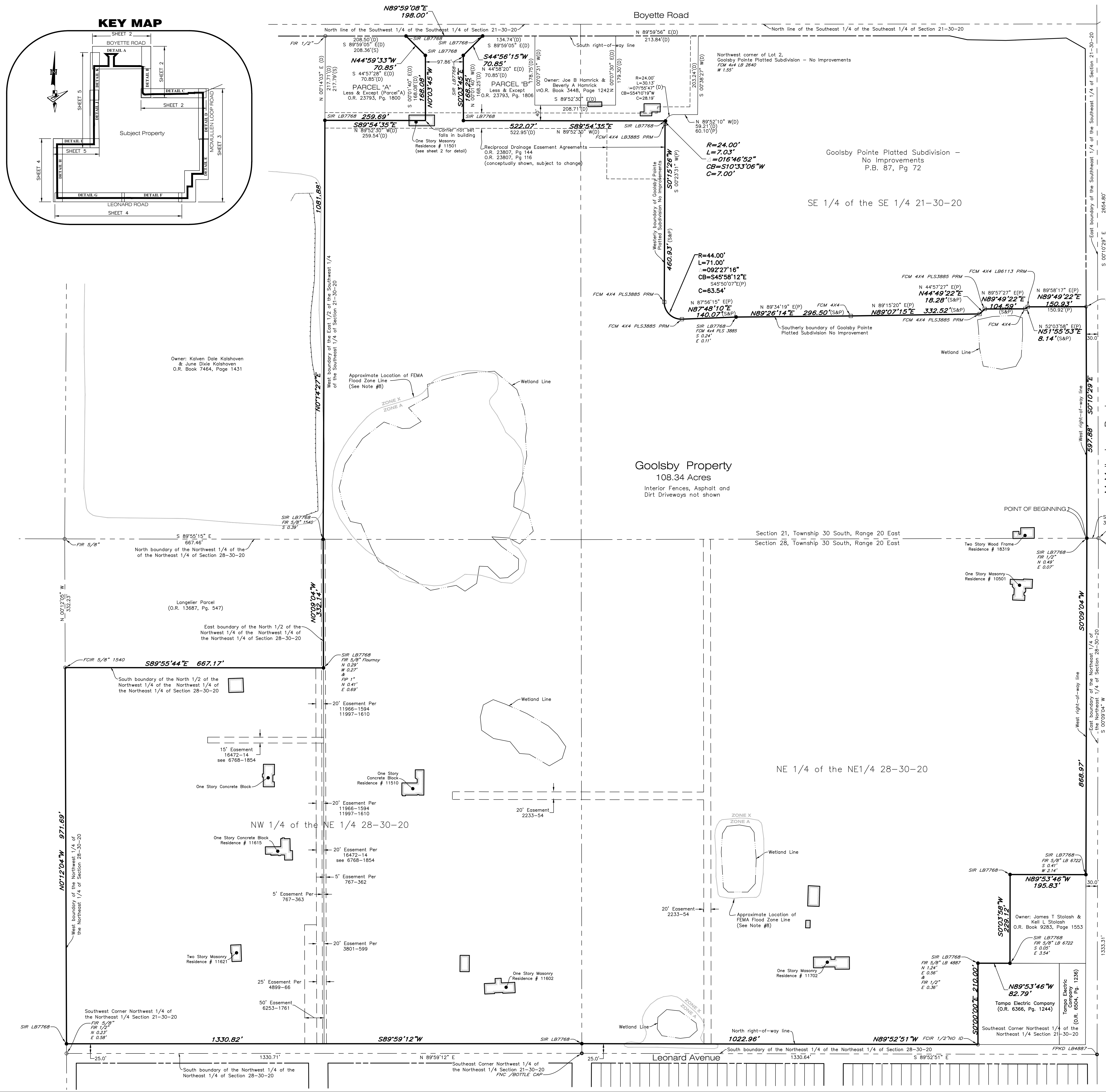
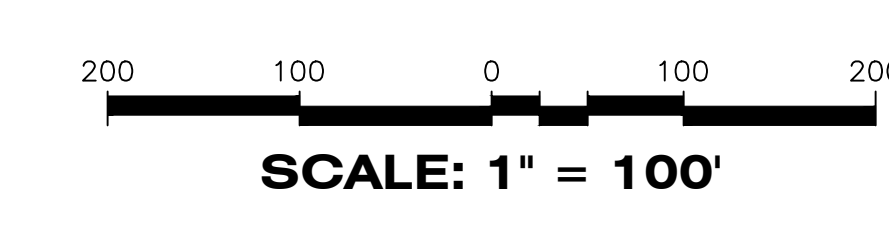
A parcel of land lying in Sections 21 and 28, Township 30 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast Corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 28; thence along the North boundary of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 28 S.89°50'18"W., a distance of 30.00 feet to the West Right-of-Way line of McMullen Loop Road and the POINT OF BEGINNING; thence along said West Right-of-way line, being 30.00 feet West of and parallel to the East boundary of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 28, S.00°09'04"W., a distance of 868.97 feet; thence leaving said West Right-of-Way line, N.89°53'46"W., a distance of 195.83 feet; thence S.00°03'58"W., a distance of 229.12 feet; thence N.89°53'46"W., a distance of 82.79 feet; thence S.00°00'00"E., a distance of 210.00 feet to the North Right-of-Way line of Leonard Avenue; thence along said North Right-of-Way line, being 25.00 feet North of and parallel to the South boundary of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  said Section 28 and 25.00 feet North of and parallel to the South boundary of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  said Section 28, respectively, N.89°52'51"W., a distance of 1022.96 feet; thence S.89°59'12"W., a distance of 1330.82 feet to the West boundary of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 28; thence along said West boundary, N.00°12'04"W., a distance of 971.69 feet to the South boundary of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 28; thence along said South boundary, S.89°55'44"E., a distance of 667.17 feet to the East boundary of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 28; thence along said East boundary, N.00°09'04"W., a distance of 332.14 feet to the North boundary of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 28; thence along the West boundary of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 21, N.00°14'27"E., a distance of 1081.88 feet; thence leaving said boundary along the Southerly and Easterly boundary, respectively, of lands described as, "Less and Except Parcel A" of Official Records Book 23793, Page 1800 of the Public Records of Hillsborough County, Florida the next three (3) consecutive courses; 1) S.89°54'35"E., a distance of 259.69 feet; 2) N.00°03'45"W., a distance of 168.08 feet; 3) N.44°59'33"W, a distance of 70.85 feet to the South Right-of-Way line of Boyette Road; thence along said South Right-of-Way line, S.89°59'08"E., a distance of 198.00 feet; thence leaving said Right-of-Way line, along the lands described as "Less and Except" of Official Records Book 23793, Page 1806 the following three courses; 1) S.44°56'15"W., a distance of 70.85 feet; 2) S.00°03'45"E., a distance of 168.25 feet; 3) S.89°54'35"E., a distance of 522.07 feet to the Westerly boundary of Goolsby Pointe Platted Subdivision - No Improvements, according to the plat thereof, as recorded in Plat Book 87, Page 72 of the Public Records of Hillsborough County, Florida; thence along the Westerly and Southerly boundaries, respectively, the following ten (10) courses, 1) Southwesterly, 7.03 feet along the arc of a non-tangent curve to the left having a radius of 24.00 feet and a central angle of 16°46'52" (chord bearing S.10°33'06"W., 7.00 feet); 2) S.00°15'26"W., a distance of 460.93 feet; 3) Southeasterly, 71.00 feet along the arc of a tangent curve to the left having a radius of 44.00 feet and a central angle of 92°27'16" (chord bearing S.45°58'12"E., 63.54 feet); 4) N.87°48'10"E., a distance of 140.07 feet; 5) N.89°26'14"E., a distance of 296.50 feet; 6) N.89°07'15"E., a distance of 332.52 feet; 7) N.44°49'22"E., a distance



LEGEND

- CCR ----- Certified Corner Record
- SIR ----- Set 1/2" Iron Rod
- O.R. ----- Official Records Book
- D.B. ----- Deed Book
- P.B. ----- Plat Book
- C.B. ----- Condominium Book
- R.P.B. ----- Road Plat Book
- Pg(s). ----- Page(s)
- SIR ----- Set 1/2" Iron Rod LB7768
- FIR ----- Found Iron Rod
- FCM ----- Found Concrete Monument
- P.R.M. ----- Permanent Reference Monument
- CMP ----- Corrugated Metal Pipe
- PVC ----- Polyvinyl Chloride Pipe
- RCP ----- Reinforced Concrete Pipe
- SD ----- Storm Drainage Manhole
- TM ----- Telephone Manhole
- M ----- Manhole
- LP ----- Light Pole
- CP ----- Concrete Post
- AW ----- Buried Fiber Optic Warning Marker
- BM ----- Buried Water Main Warning Marker
- FM ----- Buried Force Main Warning Marker
- GM ----- Buried Gas Warning Marker
- ARV ----- Air Release Valve
- FMV ----- Force Main Gate Valve
- BFV ----- Water Backflow Preventer
- SPH ----- Sprinkler Head
- MF ----- Fire Hydrant
- MW ----- Monitoring Well
- S ----- Sign
- OU ----- Overhead Utility Lines
- UWL ----- Underground Water Lines
- ULE ----- Underground Electric Lines
- UCL ----- Underground Communication Lines
- UGL ----- Underground Gas Lines
- UAL ----- Underground Amana Lines
- USL ----- Underground Sewer Lines



DESCRIPTION: Goolsby Property (Prepared by GeoPoint Surveying, Inc.)

A parcel of land lying in Sections 21 and 28, Township 30 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast Corner of the Northeast 1/4 of the Northeast 1/4 of said Section 28; thence along the North boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 28, S 89°50'18" W, a distance of 30.00 feet to the West Right-of-Way line of McMullen Loop Road and the POINT OF BEGINNING; thence along said West Right-of-Way line, being 30.00 feet wide and parallel to the East boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 28, S 00°09'04" W, a distance of 868.97 feet; thence leaving said West Right-of-Way line, N 89°53'46" W, a distance of 155.83 feet; thence S 00°09'04" W, a distance of 223.10 feet; thence N 89°53'46" W, a distance of 82.79 feet; thence S 00°00'00" E, a distance of 210.00 feet to the North Right-of-Way line of Leonard Avenue; thence along said North Right-of-Way line, being 25.00 feet wide and parallel to the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 28 and 25.00 feet North of and parallel to the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 28, respectively, N 89°52'51" W, a distance of 1022.96 feet; thence S 89°59'12" W, a distance of 1330.82 feet to the West boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 28; thence along said West boundary, N 00°12'04" W, a distance of 971.59 feet to the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 28; thence along said South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 28, N 00°12'04" W, a distance of 332.14 feet to the North boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 28; thence along said South boundary of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 21, N 00°14'27" E, a distance of 1081.88 feet; thence leaving said boundary along the Southerly and Easterly boundary, respectively, of lands described as, "Less and Except Parcel A" of Official Records Book 23793, Page 1800 of the Public Records of Hillsborough County, Florida the next three (3) consecutive courses: 1) S 89°54'35" E, a distance of 259.69 feet; 2) N 00°03'45" W, a distance of 168.08 feet; 3) N 44°56'15" W, a distance of 70.85 feet; 4) S 00°03'45" E, a distance of 168.25 feet; 5) S 89°54'35" E, a distance of 522.07 feet to the Westerly boundary of Goolsby Pointe Platted Subdivision - No Improvements, according to the plat thereof, as recorded in Plat Book 87, Page 72 of the Public Records of Hillsborough County, Florida; thence along the Westerly and Southerly boundaries, respectively, the following ten (10) courses: 1) Southwesterly, 7.03 feet along the arc of a noncircular curve to the left having a radius of 24.00 feet and a central angle of 18°46'52" (chord bearing S 4°05'12" E, 63.54 feet); 2) S 00°15'26" W, a distance of 460.93 feet; 3) Southwesterly, 71.00 feet along the arc of a tangent curve to the left having a radius of 44.00 feet and a central angle of 62°27'16" (chord bearing S 4°05'12" E, 63.54 feet); 4) N 89°49'22" E, a distance of 140.07 feet; 5) N 89°07'15" E, a distance of 296.50 feet; 6) N 89°07'15" E, a distance of 332.52 feet; 7) N 44°49'22" E, a distance of 18.28 feet; 8) N 89°49'22" E, a distance of 104.50 feet; 9) N 51°55'53" E, a distance of 8.14 feet; 10) N 89°49'22" E, a distance of 150.93 feet to the West Right-of-Way line of said McMullen Loop Road; thence along said West Right-of-Way line, being 30.00 feet wide and parallel to the East boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 21, S 00°10'29" E, a distance of 597.88 feet to the POINT OF BEGINNING.

Containing 108.34 acres, more or less.

SURVEYOR'S NOTES:

- 1) This survey was prepared with the benefit of an ALTA/ACSM Land Title Survey, "Goolsby - Mattamy Homes Riverview, Florida", Prepared by Crossdown Surveyors, Project Number 15101, Date 07-25-15. A Title Commitment was not provided for the Boundary Survey shown herewith.
- 2) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those identified.
- 3) On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning or freedom of encumbrances.
- 4) Bearings shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida. More specifically the South Line of the Northeast 1/4 of the Northeast 1/4 of Section 28-30-20, having a grid bearing of S 89°52'51" E.
- 5) Sheet 1 of 5 is intended to be displayed at 1" = 100', Sheets 2-5 at 1" = 30'.
- 6) All boundary line dimensions are field measured unless otherwise noted.
- 7) Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
- 8) The subject property lies in Flood Zone "A" and "X", according to Flood Insurance Rate Map, Map No. 12057C0506H for Hillsborough County, Community No. 120112, Hillsborough County, Florida, dated August 28, 2008 and issued by the Federal Emergency Management Agency. Lines shown have been digitally translated from DFIRM database information supplied by the FEMA Map Service Center <https://msc.fema.gov>.
- 9) Wetland lines shown hereon taken from Goolsby Property Specific Purpose Survey, Wetland Location, prepared by GeoPoint Surveying, Inc., Dated January 2016. Shown hereon for graphic illustration only.

Note: See Sheets 2 through 5 for details of occupation at boundary perimeter.

REVISIONS			Prepared For: MATTAMY HOMES		
No.	Date	Description	Drawn	Checked	Date
1	07/20/16	Revise North Boundary, Description	JDW		

**BOUNDARY SURVEY**  
 of  
**Field Survey: 02/13/16**  
 SURVEYOR'S CERTIFICATE

This certifies that a survey of the heron described property was made under my supervision and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

**John D. Weigle**  
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. **LS5246**  
 Check: JMD | P.C.: JH | Field Book: 52-2015  
 Section: 21 & 28 Twp. 30 Rng. 20 Job #:

**GeoPoint Surveying, Inc.**  
 1403 E. 5th Avenue Phone: (813) 248-8888  
 Tampa, Florida 33605 Fax: (813) 248-2266  
 www.geopointsurveying.com Licensed Business Number LB 7768

Drawn: LAT | Date: APRIL 2016 | Data File: goolsby  
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RASSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Sheet No. 1 of 5 Sheets

# **EXHIBIT C**

## **SUMMARY OF ESTIMATED PROJECT COST**



# Summary of Costs

## Boyette Park Community Development District

### Offsite Roadway Improvements

McMullen Road Improvements	\$ 402,380.75
Boyette Road Turn Lanes	\$ 122,825.35

### Stormwater Management System

Ponds/General Conditions	\$ 1,331,043.00
Storm Water Inlets, Piping, Curbs, Etc.	\$ 2,317,239.53

### Wastewater System

Gravity Lines and Force main	\$ 1,045,613.05
Pump Station	\$ 385,000.00

<b>Water Distribution System</b>	\$ 699,514.25
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<b>Perimeter Landscaping/Hardscape</b>	\$ 677,683.00
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### Soft Costs

Engineering Design	\$ 180,942.10
Landscape Design	\$ 41,750.00
Engineering Construction Inspection	\$ 93,380.00
Soft Cost Contingency and Other	
Professional Fees (10%)	\$ 31,607.21

<b>TOTAL</b>	<b>\$ 7,328,978.24</b>
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# **EXHIBIT D**

## **PERMIT AND CONSTRUCTION APPROVAL STATUS**

**EXHIBIT “D”**

**Boyette Park Community Development District**

<b>Approval Date</b>	<b>Agency</b>	<b>Permit No.</b>	<b>Permit Name</b>
11/6/16	Hillsborough County	S.R. No. 16-0098 through 16-0103,16-0245 through 16-0248	Reservation of Capacity – Water, Wastewater
7/12/16	Hillsborough County	Folio # 76681,76683,76684,76844	Phase 1 Preliminary Plat Approval / Phase 1A-1E,2A-2C, 3 & 4
1/6/17	Southwest Florida Water Management District	Permit No. 43042302.001	ERP Individual Construction Permit
06/15/17	Hillsborough County	PI # 3232/Folio # 76681,76683,76684,76844	Phase 1A-1E, 2B, 2C, & 4 Construction Plan Approval
12/8/17	Southwest Florida Water Management District	Permit No. 43042302.002	ERP Minor Modification
12/4/17	Hillsborough County	PI # 3232/Folio # 76681,76683,766843	Phases 2A & 3 Construction Plan Approval

**BOYETTE PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**10**

**AGREEMENT BETWEEN THE  
BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT  
AND BOYETTE PARK HOMEOWNERS ASSOCIATION, INC.,  
FOR FACILITY MANAGEMENT, OPERATION, AND MAINTENANCE SERVICES**

THIS AGREEMENT (the "Agreement") is made and entered into this 20th day of August, 2018, by and between:

**Boyette Park Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"); and

**Boyette Park Homeowners Association, Inc.**, a Florida not-for-profit corporation, whose address is 6972 Lake Gloria Blvd., Orlando, Florida 32809 (the "Association").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Act"), by ordinance of the Board of County Commissioners in and for Hillsborough County, Florida; and

**WHEREAS**, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

**WHEREAS**, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure including those facilities identified in the attached **Exhibit A** (the "Improvements"), and as graphically depicted in the attached **Exhibit B** (hereinafter, the "District Property") requiring inspection, operation and/or maintenance services for which the District desires to retain an independent contractor; and

**WHEREAS**, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Association to manage and maintain the District Property.

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

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. ASSOCIATION'S OBLIGATION.**

- A. *General duties.*** The Association shall be responsible for providing, or causing to be provided, the management, operation, and maintenance of the District Property in a lawful manner. All work shall be in a neat and professional manner and in accordance with industry standards.
- B. *Inspection.*** The Association shall conduct regular inspections of all District Property. In the event the Association discovers any irregularities of, or needs of repair to, the District Property, the Association shall report same to the District Manager or its designated representative and shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- C. *Repair and Maintenance.*** The Association shall make, or cause to be made, such routine repair work or normal maintenance to the District Property as may be required for the operation of the District Property, or as required under applicable government permits. The Association, in consultation with the District Engineer, shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any service of the District. The Association shall immediately notify the District Engineer and District Manager, or a designated representative, concerning the need for emergency repairs.
- D. *Investigation and Report of Accidents/Claims.*** The Association shall promptly investigate and provide a written report to the District Manager as to all accidents or claims for damage relating to the management, operation, and maintenance of the District Property. Such report shall include a description of any damage or destruction of property and the estimated cost of repair. The Association shall cooperate and make any and all reports required by any insurance company in connection with any accident or claim. The Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors, which shall not be unreasonably withheld, conditioned or delayed.
- E. *Compliance with Government Permits, Rules, Regulations, Requirements, and Orders.*** The Association shall comply with any and all permits, rules, regulations, requirements, and orders affecting the District Property placed thereon by any governmental authority having jurisdiction. At the request of the District, and with at least thirty (30) days' prior written notice to the Association unless an earlier time for response by the District is required by any such governmental authority having jurisdiction over the District and in any such event the Association shall respond within a timeframe such as to allow the District to

timely respond to the governmental authority, the Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the Association's maintenance and operation of the District Property. The Association shall notify the District Manager and District Counsel in writing of any contact made with the Association relative to the District Property by any such governmental authority having jurisdiction. The Association shall specifically indemnify the District for any penalties, judgments, or orders levied or imposed against the District for failure to comply with any governmental permits, rules, regulations, requirements, and orders during the term of this Agreement that are due to Association's failure to respond to the District.

- F. *Care of the Property.* The Association shall use commercially reasonable efforts to protect the District Property from damage by the Association, its employees or contractors. The Association agrees to promptly repair any damage to the District Property resulting from the Association's activities and work and to notify the District of the occurrence of such damage caused by the Association's activities within forty-eight (48) hours.
- G. *Staffing and Billing.* The Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the management, operation, and maintenance responsibilities set forth in this Agreement.
- H. *Liens and Claims.* The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall promptly discharge or cause to be discharged any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement.

**SECTION 3. COMPENSATION.** The District shall pay the Association the sum of Ten Dollars (\$10.00) per year for the provision of management, operation, and maintenance services pursuant to the terms of this Agreement. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement.

**SECTION 4. TERM.**

- A. The term of this Agreement shall commence as of the effective date of this Agreement and shall continue for a period of three (3) years unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least sixty (60) days' written notice of its intent to not renew the Agreement.

- B.** Notwithstanding the foregoing, the District shall have the right to terminate this Agreement at any time due to Association's failure to perform in accordance with the terms of this Agreement upon thirty (30) days' written notice detailing such alleged failure of the Association; provided, however, the Association shall have the right to cure any such alleged default or failure to perform on or before the expiration of such 30-day period and in the event the Association cures such alleged default or failure to perform during the 30-day cure period, this Agreement shall not be deemed terminated and shall continue in full force and effect. The Association and the District shall both have the right to terminate this Agreement upon (45) forty-five days' written notice without cause. In the event of any termination, the Association and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the parties.

**SECTION 5. INSURANCE.** The Association shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Association shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the following minimum levels of insurance:

- A.** Worker's Compensation Insurance in accordance with the laws of the State of Florida to include Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- B.** Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability.
- C.** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- D.** As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds. This shall be required for the Commercial General Liability Policy without exception, and based on market availability for the other policies referenced above.

**SECTION 6.**

- A.** The Association agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property



damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, representatives, or subcontractors, including litigation or any appellate proceedings with respect thereto, resulting from the Association's maintenance or operation activities, or lack thereof, relative to the Improvements as contemplated in this Agreement.

- B. The District agrees to indemnify, defend and hold harmless the Association and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the District, or its officers, employees, representatives, or subcontractors, including litigation or any appellate proceedings with respect thereto, relative to the District's obligations as contemplated in this Agreement.
- C. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- D. The Association agrees to require that, by written contract, any contractor and subcontractors hired in connection with this Agreement indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto, resulting from the contractor's maintenance or operation activities, or lack thereof, relative to the Improvements.

**SECTION 7. RECOVERY OF COSTS AND FEES.** In the event either the District or the Association are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Association, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 9. ASSIGNMENT.** Neither party may assign this Agreement without the prior written approval of the other.

**SECTION 10. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 11. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 12. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Association relating to the subject matter of this Agreement.

**SECTION 13. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

**SECTION 14. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 15. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Association:** Boyette Park Homeowners Association, Inc.  
6972 Lake Gloria Blvd.

Orlando, Florida 32809  
Attn: Derek Lovett

**With a copy to:** Mattamy Homes - Tampa/Sarasota Division  
4107 Crescent Park Drive,  
Riverview, FL 33578  
Attn: Thomas Griggs

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

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

**SECTION 17. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Hillsborough County, Florida.

**SECTION 18. PUBLIC RECORDS.**

- A. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.
- B. As such, the parties shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the Association must:

- i. Keep and maintain public records required by the District to perform the services;
- ii. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association does not transfer the records to the District; and
- iv. Upon completion of this Agreement, transfer, at no cost to the District all public records in possession of the Association or keep and maintain public records required by the District to perform the service. If the Association transfers all public records to the District upon completion of this Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CRAIG WRATHELL, C/O WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, (561) 571-0010, OR WRATHELLC@WHHASSOCIATES.COM.

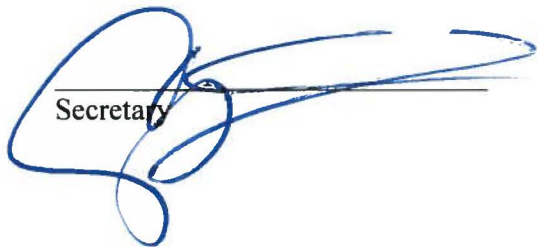
**SECTION 19. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 20. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association 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 each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**BOYETTE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

  
Secretary

  
Chairman, Board of Supervisors

**BOYETTE PARK HOMEOWNERS  
ASSOCIATION, INC.**

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness)

- Exhibit A:** Description of the Improvements
- Exhibit B:** Graphic Depiction of the District Property

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**BOYETTE PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name: Craig Wrathell  
Title: Secretary

\_\_\_\_\_  
Name: Tim Murray  
Title: Chairman, Board of Supervisors

**BOYETTE PARK HOMEOWNERS  
ASSOCIATION, INC.**

  
\_\_\_\_\_  
(Signature of Witness)

  
\_\_\_\_\_  
By: Derek Lovett  
Title: President

  
\_\_\_\_\_  
(Print Name of Witness)

- Exhibit A:** Description of the Improvements
- Exhibit B:** Graphic Depiction of the District Property

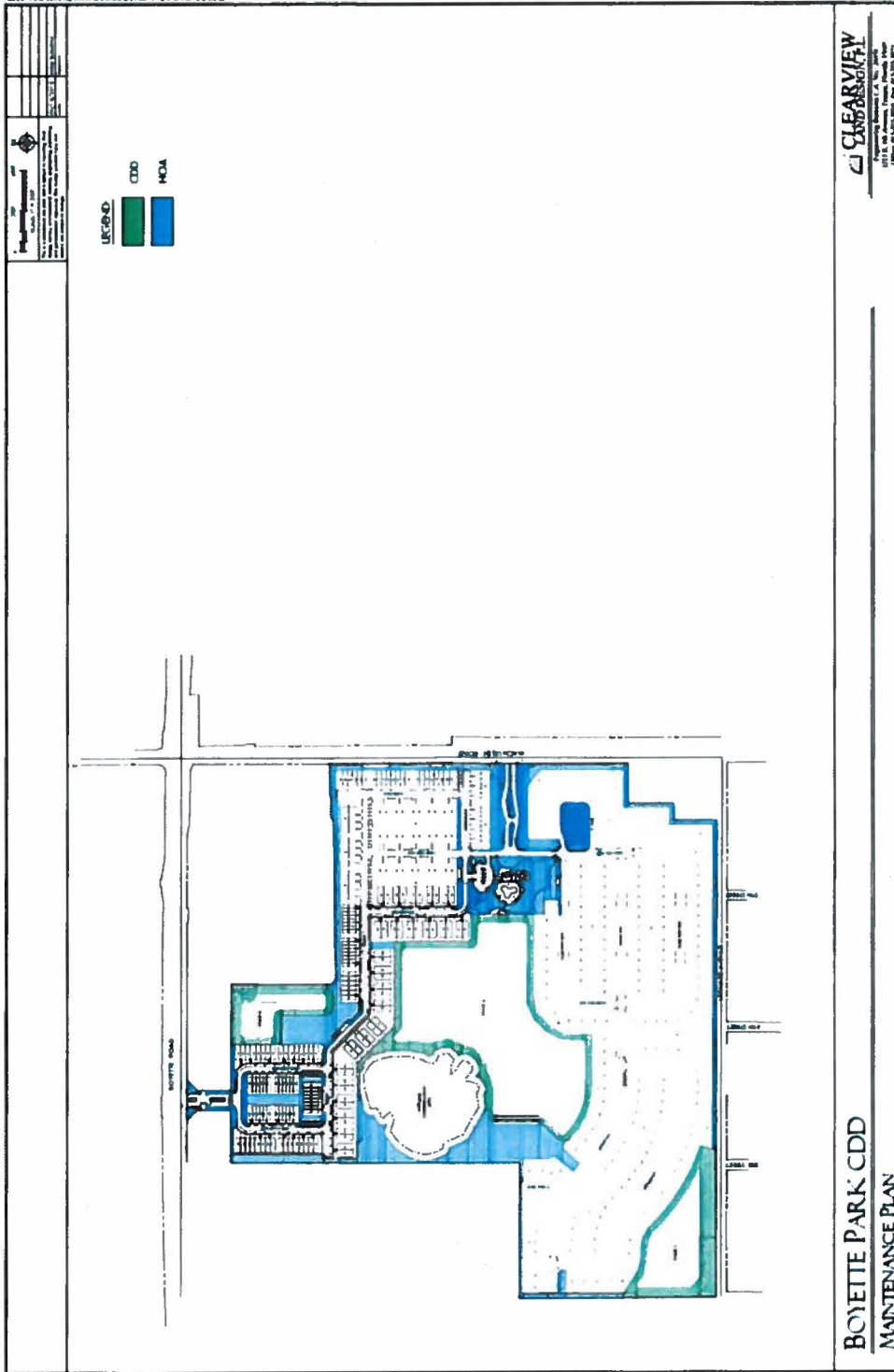
## **EXHIBIT A**

### **DESCRIPTION OF THE DISTRICT PROPERTY**

- Landscaping at development entry and along landscape buffers
- Irrigation infrastructure at development entry, along landscape buffers, and connecting to ponds
- Stormwater management facilities

**EXHIBIT B**

**GRAPHIC DEPICTION OF THE DISTRICT PROPERTY**





**BOYETTE PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**11**

**BOYETTE PARK  
COMMUNITY DEVELOPMENT DISTRICT  
ADOPTED BUDGET  
FISCAL YEAR 2022**

**BOYETTE PARK  
COMMUNITY DEVELOPMENT DISTRICT  
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**BOYETTE PARK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected Revenue & Expenditures	Adopted Budget FY 2022
	Proposed Budget FY 2021	Actual through 2/28/2021	Projected through 9/30/2021		
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 89,987				\$ 89,987
Allowable discounts (4%)	(3,599)				(3,599)
Assessment levy: on-roll - net	86,388	\$ 83,855	\$ 2,533	\$ 86,388	86,388
Total revenues	86,388	83,855	2,533	86,388	86,388
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	48,000	20,000	28,000	48,000	48,000
Legal	15,000	3,224	11,084	14,308	14,750
Engineering	2,000	-	2,000	2,000	2,000
Audit	4,600	500	4,100	4,600	4,600
Arbitrage rebate calculation*	750	-	750	750	750
Dissemination agent*	1,000	417	583	1,000	1,000
Trustee*	3,750	-	3,750	3,750	3,750
Telephone	200	83	117	200	200
Postage	500	22	478	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,200	1,511	500	2,011	1,150
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,381	-	5,381	5,800
Contingencies/bank charges	500	79	421	500	500
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	210	-	210	210
Tax collector	1,798	1,677	121	1,798	1,798
Total expenditures	86,388	34,192	52,196	86,388	86,388
Excess/(deficiency) of revenues over/(under) expenditures	-	49,663	(49,663)	-	-
Fund balance - beginning (unaudited)	24,162	29,375	79,038	29,375	29,375
Fund balance - ending (projected)					
Assigned					
Working capital	18,020	18,020	18,020	18,020	18,270
Unassigned	6,142	61,018	11,355	11,355	11,105
Fund balance - ending	\$ 24,162	\$ 79,038	\$ 29,375	\$ 29,375	\$ 29,375

\* These items will be realized when bonds are issued

**BOYETTE PARK  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	14,750
<p>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.</p>	
Engineering	2,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	4,600
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	1,000
<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. Wrathell, Hunt &amp; Associates serves as dissemination agent.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	1,150
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,800
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210
Tax collector	1,798
Total expenditures	<u><u>\$ 86,388</u></u>

**BOYETTE PARK  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2018  
FISCAL YEAR 2022**

	Fiscal Year 2021				Adopted Budget FY 2022
	Proposed Budget FY 2021	Actual through 2/28/2021	Projected through 9/30/2021	Total Actual & Projected Revenue & Expenditures	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 408,750				\$ 408,750
Allowable discounts (4%)	(16,350)				(16,350)
Net assessment levy - on-roll	392,400	\$ 381,231	\$ 11,169	\$ 392,400	392,400
Interest	-	10	-	10	-
Total revenues	392,400	381,241	11,169	392,410	392,400
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	100,000	-	100,000	100,000	105,000
Interest	282,773	141,386	141,387	282,773	278,873
Tax collector	8,175	7,625	550	8,175	8,175
Total expenditures	390,948	149,011	241,937	390,948	392,048
Excess/(deficiency) of revenues over/(under) expenditures	1,452	232,230	(230,768)	1,462	352
Fund balance:					
Beginning fund balance (unaudited)	349,517	354,881	587,111	354,881	356,343
Ending fund balance (projected)	<u>350,969</u>	<u>587,111</u>	<u>356,343</u>	<u>356,343</u>	<u>356,695</u>
Use of fund balance:					
Debt service reserve account balance (required)					(192,056)
Interest expense - November 1, 2022					(137,389)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 27,250</u>

**BOYETTE PARK  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2018 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/20			141,386.25	141,386.25	5,725,000.00
05/01/21	100,000.00	3.900%	141,386.25	241,386.25	5,625,000.00
11/01/21			139,436.25	139,436.25	5,625,000.00
05/01/22	105,000.00	3.900%	139,436.25	244,436.25	5,520,000.00
11/01/22			137,388.75	137,388.75	5,520,000.00
05/01/23	110,000.00	3.900%	137,388.75	247,388.75	5,410,000.00
11/01/23			135,243.75	135,243.75	5,410,000.00
05/01/24	115,000.00	4.400%	135,243.75	250,243.75	5,295,000.00
11/01/24			132,713.75	132,713.75	5,295,000.00
05/01/25	120,000.00	4.400%	132,713.75	252,713.75	5,175,000.00
11/01/25			130,073.75	130,073.75	5,175,000.00
05/01/26	125,000.00	4.400%	130,073.75	255,073.75	5,050,000.00
11/01/26			127,323.75	127,323.75	5,050,000.00
05/01/27	130,000.00	4.400%	127,323.75	257,323.75	4,920,000.00
11/01/27			124,463.75	124,463.75	4,920,000.00
05/01/28	135,000.00	4.400%	124,463.75	259,463.75	4,785,000.00
11/01/28			121,493.75	121,493.75	4,785,000.00
05/01/29	140,000.00	5.000%	121,493.75	261,493.75	4,645,000.00
11/01/29			117,993.75	117,993.75	4,645,000.00
05/01/30	150,000.00	5.000%	117,993.75	267,993.75	4,495,000.00
11/01/30			114,243.75	114,243.75	4,495,000.00
05/01/31	155,000.00	5.000%	114,243.75	269,243.75	4,340,000.00
11/01/31			110,368.75	110,368.75	4,340,000.00
05/01/32	165,000.00	5.000%	110,368.75	275,368.75	4,175,000.00
11/01/32			106,243.75	106,243.75	4,175,000.00
05/01/33	175,000.00	5.000%	106,243.75	281,243.75	4,000,000.00
11/01/33			101,868.75	101,868.75	4,000,000.00
05/01/34	185,000.00	5.000%	101,868.75	286,868.75	3,815,000.00
11/01/34			97,243.75	97,243.75	3,815,000.00
05/01/35	190,000.00	5.000%	97,243.75	287,243.75	3,625,000.00
11/01/35			92,493.75	92,493.75	3,625,000.00
05/01/36	200,000.00	5.000%	92,493.75	292,493.75	3,425,000.00
11/01/36			87,493.75	87,493.75	3,425,000.00
05/01/37	210,000.00	5.000%	87,493.75	297,493.75	3,215,000.00
11/01/37			82,243.75	82,243.75	3,215,000.00
05/01/38	225,000.00	5.000%	82,243.75	307,243.75	2,990,000.00
11/01/38			76,618.75	76,618.75	2,990,000.00
05/01/39	235,000.00	5.125%	76,618.75	311,618.75	2,755,000.00
11/01/39			70,596.88	70,596.88	2,755,000.00
05/01/40	245,000.00	5.125%	70,596.88	315,596.88	2,510,000.00
11/01/40			64,318.75	64,318.75	2,510,000.00
05/01/41	260,000.00	5.125%	64,318.75	324,318.75	2,250,000.00
11/01/41			57,656.25	57,656.25	2,250,000.00
05/01/42	275,000.00	5.125%	57,656.25	332,656.25	1,975,000.00

**BOYETTE PARK  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2018 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/42			50,609.38	50,609.38	1,975,000.00
05/01/43	290,000.00	5.125%	50,609.38	340,609.38	1,685,000.00
11/01/43			43,178.13	43,178.13	1,685,000.00
05/01/44	305,000.00	5.125%	43,178.13	348,178.13	1,380,000.00
11/01/44			35,362.50	35,362.50	1,380,000.00
05/01/45	320,000.00	5.125%	35,362.50	355,362.50	1,060,000.00
11/01/45			27,162.50	27,162.50	1,060,000.00
05/01/46	335,000.00	5.125%	27,162.50	362,162.50	725,000.00
11/01/46			18,578.13	18,578.13	725,000.00
05/01/47	355,000.00	5.125%	18,578.13	373,578.13	370,000.00
11/01/47			9,481.25	9,481.25	370,000.00
05/01/48	370,000.00	5.125%	9,481.25	379,481.25	-
<b>Total</b>	<b>5,725,000.00</b>		<b>5,106,560.04</b>	<b>10,831,560.04</b>	



**BOYETTE PARK  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2022 ASSESSMENTS**

On-Roll					
<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2022 O&amp;M Assessment per Unit</u>	<u>FY 2022 DS Assessment per Unit</u>	<u>FY 2022 Total Assessment per Unit</u>	<u>FY 2021 Total Assessment per Unit</u>
18' TH	73	\$ 217.36	\$ 600.00	\$ 817.36	\$ 817.36
24' TH	75	217.36	600.00	817.36	817.36
30' PV	80	217.36	825.00	1,042.36	1,042.36
50' SF	132	217.36	1,300.00	1,517.36	1,517.36
60' SF	54	217.36	1,525.00	1,742.36	1,742.36
<b>Total</b>	<b>414</b>				

**BOYETTE PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**12**

**BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE**

**LOCATION**

*Hilton Garden Inn Tampa/Riverview/Brandon, 4328 Garden Vista Dr. Riverview, Florida 33578*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
October <input type="text"/> , 2021	Regular Meeting	<input type="text"/> AM/PM
November <input type="text"/> , 2021	Regular Meeting	<input type="text"/> AM/PM
December <input type="text"/> , 2021	Regular Meeting	<input type="text"/> AM/PM
January <input type="text"/> , 2022	Regular Meeting	<input type="text"/> AM/PM
February <input type="text"/> , 2022	Regular Meeting	<input type="text"/> AM/PM
March <input type="text"/> , 2022	Regular Meeting	<input type="text"/> AM/PM
April <input type="text"/> , 2022	Regular Meeting	<input type="text"/> AM/PM
May <input type="text"/> , 2022	Regular Meeting	<input type="text"/> AM/PM
June <input type="text"/> , 2022	Regular Meeting	<input type="text"/> AM/PM
July <input type="text"/> , 2022	Regular Meeting	<input type="text"/> AM/PM
August <input type="text"/> , 2022	Public Hearing & Regular Meeting	<input type="text"/> AM/PM
September <input type="text"/> , 2022	Regular Meeting	<input type="text"/> AM/PM

**Exception**

**BOYETTE PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**13**

**BOYETTE PARK  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JULY 31, 2021**

**BOYETTE PARK  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JULY 31, 2021**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>			
Cash	\$ 42,866	\$ -	\$ 42,866
Investments			
Revenue	-	165,958	165,958
Reserve	-	192,056	192,056
Prepayment	-	11,353	11,353
Cost of issuance	-	2	2
Total assets	<u>\$ 42,866</u>	<u>\$ 369,369</u>	<u>\$ 412,235</u>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 1,000	\$ -	\$ 1,000
Total liabilities	<u>1,000</u>	<u>-</u>	<u>1,000</u>
Fund balances:			
Assigned			
Working capital	18,020	-	18,020
Debt service	-	369,369	369,369
Unassigned	23,846	-	23,846
Total fund balances	<u>41,866</u>	<u>369,369</u>	<u>411,235</u>
 Total liabilities and fund balances	 <u>\$ 42,866</u>	 <u>\$ 369,369</u>	 <u>\$ 412,235</u>

**BOYETTE PARK  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JULY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 86,611	\$ 86,388	100%
Total revenues	<u>-</u>	<u>86,611</u>	<u>86,388</u>	100%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	40,000	48,000	83%
Legal	949	9,229	15,000	62%
Engineering	83	5,278	2,000	264%
Consulting engineer	-	1,865	-	N/A
Audit	-	2,000	4,600	43%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	833	1,000	83%
Trustee	-	3,717	3,750	99%
Telephone	17	166	200	83%
Postage	10	51	500	10%
Printing & binding	42	417	500	83%
Legal advertising	-	1,920	1,200	160%
Annual special district fee	-	175	175	100%
Insurance	-	5,381	5,500	98%
Contingencies/bank charges	18	441	500	88%
Website maintenance	-	705	705	100%
ADA website compliance	-	210	210	100%
Tax collector	-	1,732	1,798	96%
Total professional & administrative	<u>5,202</u>	<u>74,120</u>	<u>86,388</u>	86%
Excess/(deficiency) of revenues over/(under) expenditures	(5,202)	12,491	-	
Fund balances - beginning	47,068	29,375	24,162	
Assigned	-			
Working capital	18,020	18,020	18,020	
Unassigned	23,846	23,846	6,142	
Fund balances - ending	<u>\$ 41,866</u>	<u>\$ 41,866</u>	<u>\$ 24,162</u>	

**BOYETTE PARK  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2018  
FOR THE PERIOD ENDED JULY 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 393,761	\$ 392,400	100%
Assessment prepayments	11,353	11,353	-	N/A
Interest	1	22	-	N/A
Total revenues	<u>11,354</u>	<u>405,136</u>	<u>392,400</u>	103%
<b>EXPENDITURES</b>				
Principal	-	100,000	100,000	100%
Interest	-	282,773	282,773	100%
Tax collector	-	7,875	8,175	96%
Total debt service	<u>-</u>	<u>390,648</u>	<u>390,948</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	11,354	14,488	1,452	998%
Fund balances - beginning	358,015	354,881	349,517	
Fund balances - ending	<u>\$ 369,369</u>	<u>\$ 369,369</u>	<u>\$ 350,969</u>	



**BOYETTE PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**14**

**DRAFT**  
**MINUTES OF MEETING**  
**BOYETTE PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Boyette Park Community Development District held a Public Hearing and a Regular Meeting on August 16, 2021 at 10:30 a.m., at the Hilton Garden Inn Tampa/Riverview/Brandon, 4328 Garden Vista Drive, Riverview, Florida 33578.

**Present at the meeting, were:**

Timothy Murray	Chair
Mac McCraw	Vice Chair
Thomas Griggs	Assistant Secretary

**Also present, were:**

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Kristen Suit	Wrathell, Hunt and Associates, LLC (WHA)
Carl Eldred (via telephone)	District Counsel
Chris Fisher (via telephone)	District Engineer
Bob Windheuser	Resident
Dave Allen	Resident
George Bertram	Resident
Anita Poellnitz (via telephone)	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Cerbone called the meeting to order at 10:33 a.m. Supervisors Murray, Griggs and McCraw were present, in person. Supervisor Polasky was not present. One seat was vacant.

Ms. Cerbone noted the upcoming resignation and identified Ms. Poellnitz and another resident who are interested in being appointed to the Board and would attend the next meeting, in person.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consider Appointment of Fill Unexpired Term of Vacant Seat 3, Term Expires November 2022**

43 Mr. Griggs nominated Mr. Bob Windheuser to Seat 3. No other nominations were  
44 made.

45

46 **On MOTION by Mr. Griggs and seconded by Mr. McCraw, with all in favor, the**  
47 **appointment of Mr. Bob Windheuser to fill the unexpired term of Seat 3, was**  
48 **approved.**

49

50

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

53 Ms. Sanchez, a Notary of the State of Florida and duly authorized, administered the  
54 Oath of Office to Mr. Windheuser.

55 **▪ Acceptance of Resignations and Appointments to the Board**

56 **These items were an addition to the agenda.**

57 Ms. Cerbone presented the resignation letter of Mr. Keith Polasky, from Seat 2.

58

59 **On MOTION by Mr. Griggs and seconded by Mr. McCraw, with all in favor, the**  
60 **resignation of Mr. Keith Polasky from Seat 2, was accepted.**

61

62

63 Mr. Griggs nominated Mr. Dave Allen to Seat 2. No other nominations were made.

64

65 **On MOTION by Mr. Griggs and seconded by Mr. McCraw, with all in favor, the**  
66 **appointment of Mr. Dave Allen to fill Seat 2, was approved.**

67

68

69 Ms. Cerbone presented the resignation letter of Mr. Timothy Murray, from Seat 5.

70

71 **On MOTION by Mr. Griggs and seconded by Mr. McCraw, with all in favor, the**  
72 **resignation of Mr. Timothy Murray from Seat 5, was accepted.**

73

74

75 Mr. Griggs nominated Mr. George Bertram to Seat 5. No other nominations were made.

76

77 **On MOTION by Mr. Griggs and seconded by Mr. McCraw, with all in favor, the**  
78 **appointment of Mr. George Bertram to fill Seat 5, was approved.**

79

80

81 Ms. Sanchez, a Notary of the State of Florida and duly authorized, administered the  
82 Oath of Office to Mr. Allen and Mr. Bertram.

83 Ms. Cerbone and Mr. Eldred provided and briefly explained the following items:

84 **I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and**  
85 **Employees**

86 **II. Membership, Obligations and Responsibilities**

87 **III. Financial Disclosure Forms**

88 **a. Form 1: Statement of Financial Interests**

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

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

91 **IV. Form 8B – Memorandum of Voting Conflict**

92 **B. Consideration of Resolution 2021-06 Designating Certain Officers of the District, and**  
93 **Providing for an Effective Date**

94 Ms. Cerbone presented Resolution 2021-06. Mr. Griggs nominated the following slate of  
95 officers:

- |     |                     |                |
|-----|---------------------|----------------|
| 96  | Chair               | Thomas Griggs  |
| 97  | Vice Chair          | Mac McCraw     |
| 98  | Secretary           | Craig Wrathell |
| 99  | Assistant Secretary | Bob Windheuser |
| 100 | Assistant Secretary | Dave Allen     |
| 101 | Assistant Secretary | George Bertram |
| 102 | Assistant Secretary | Kristen Suit   |
| 103 | Assistant Secretary | Cindy Cerbone  |
| 104 | Treasurer           | Craig Wrathell |
| 105 | Assistant Treasurer | Jeff Pinder    |

106 No other nominations were made.

107

**On MOTION by Mr. Griggs and seconded by Mr. McCraw, with all in favor,  
Resolution 2021-06 Designating Certain Officers of the District, as nominated,  
and Providing for an Effective Date, was adopted.**

111

112

113

114 **FOURTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2021/2022 Budget**

115  
116

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

118 The affidavit of publication was provided for informational purposes.

119 **B. Consideration of Resolution 2021-07, Relating to the Annual Appropriations and**  
120 **Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending**  
121 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**  
122 **Date**

123 Ms. Cerbone presented Resolution 2021-07. She explained the annual budget  
124 preparation, deliberation, public hearing and adoption process and review the proposed Fiscal  
125 Year 2022 budget, and the reasons for any adjustments. If the new Supervisors decide to  
126 receive compensation, a new "Supervisor" line item would be added to the Fiscal Year 2022  
127 budget and fund balance would be utilized to offset the additional expense.

128 Ms. Cerbone stated the Engineer's Report and Maintenance Agreement with the HOA  
129 would be included on the next agenda for review and to educate the new Board Members who  
130 posed questions regarding CDD procedures, whether it would be possible to dissolve the CDD  
131 and transfer operations and maintenance (O&M) expenses to the HOA, transferring the roads  
132 from the HOA to the CDD to issue bonds due to its tax exempt status, funding an Amenity  
133 Center and refinancing. It was noted that the County maintains CDD-funded infrastructure.

134

**On MOTION by Mr. Griggs and seconded by Mr. McCraw, with all in favor, the  
Public Hearing was opened.**

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138

No members of the public spoke.

139  
140

**On MOTION by Mr. Griggs and seconded by Mr. Allen, with all in favor, the  
Public Hearing was closed.**

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144

**On MOTION by Mr. Griggs and seconded by Mr. Bertram, with all in favor,  
Resolution 2021-07, Relating to the Annual Appropriations and Adopting the  
Budget for the Fiscal Year Beginning October 1, 2021, and Ending September  
30, 2022; Authorizing Budget Amendments; and Providing an Effective Date,  
was adopted.**

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151 **FIFTH ORDER OF BUSINESS**

152 **Consideration of Resolution 2021-08,**  
153 **Making a Determination of Benefit and**  
154 **Imposing Special Assessments for Fiscal**  
155 **Year 2021/2022; Providing for the**  
156 **Collection and Enforcement of Special**  
157 **Assessments, Including But Not Limited to**  
158 **Penalties and Interest Thereon Certifying**  
159 **an Assessment Roll; Providing for**  
160 **Amendments to the Assessment Roll;**  
161 **Providing a Severability Clause; and**  
162 **Providing an Effective Date**

163 Ms. Cerbone presented Resolution 2021-08.  
164

165 **On MOTION by Mr. Griggs and seconded by Mr. Windheuser, with all in favor,**  
166 **Resolution 2021-08, Making a Determination of Benefit and Imposing Special**  
167 **Assessments for Fiscal Year 2021/2022; Providing for the Collection and**  
168 **Enforcement of Special Assessments, Including But Not Limited to Penalties**  
169 **and Interest Thereon Certifying an Assessment Roll; Providing for Amendments**  
170 **to the Assessment Roll; Providing a Severability Clause; and Providing an**  
171 **Effective Date, was adopted.**

172  
173  
174 **SIXTH ORDER OF BUSINESS**

**Presentation of Audited Financial Report**  
**for Fiscal Year Ended September 30, 2020,**  
**Prepared by Grau & Associates**

175  
176  
177  
178 Ms. Cerbone presented the Audited Financial Report for the Fiscal Year Ending  
179 September 30, 2020 and noted the pertinent information throughout the Audit. There were no  
180 findings, recommendations or instances of noncompliance; it was a clean audit.  
181

182 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-09,**  
**Hereby Accepting the Audited Financial**  
**Report for the Fiscal Year Ended**  
**September 30, 2020**

183  
184  
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186  
187 Ms. Cerbone presented Resolution 2021-09.  
188

189 **On MOTION by Mr. Griggs and seconded by Mr. Bertram, with all in favor,**  
190 **Resolution 2021-09, Hereby Accepting the Audited Financial Report for the**  
191 **Fiscal Year Ended September 30, 2020, was adopted.**  
192  
193

194 EIGHTH ORDER OF BUSINESS

Ratification of Devo Seereeram, Ph.D., P.E.,  
195 LLC, Invoice No. MAR21G-22 for  
196 Geotechnical Engineering Services  
197

198 Ms. Cerbone presented the Devo Seereeram, Ph.D., P.E., LLC, invoice, for geotechnical  
199 engineering services, for ratification.  
200

201 **On MOTION by Mr. Griggs and seconded by Mr. Allen, with all in favor, the**  
202 **Devo Seereeram, Ph.D., P.E., LLC, Invoice No. MAR21G-22 for Geotechnical**  
203 **Engineering Services, in the amount of \$1,865, was ratified.**

206 NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial  
207 Statements as of June 30, 2021  
208

209 Ms. Cerbone presented the Unaudited Financial Statements as of June 30, 2021.  
210

211 **On MOTION by Mr. Griggs and seconded by Mr. Windheuser, with all in favor,**  
212 **the Unaudited Financial Statements as of June 30, 2021, were accepted.**

215 TENTH ORDER OF BUSINESS

Approval of May 17, 2021 Regular Minutes

216  
217 Ms. Cerbone presented the May 17, 2021 Regular Meeting Minutes. She explained that  
218 the minutes are transcribed in summary form, not verbatim, and that audio is available upon  
219 request.  
220

221 **On MOTION by Mr. Griggs and seconded by Mr. Allen, with all in favor, the**  
222 **May 17, 2021 Regular Meeting Minutes, as presented, were approved.**

225 ELEVENTH ORDER OF BUSINESS

Staff Reports

226  
227 **A. District Counsel: *Hopping Green & Sams, P.A.***

228 There was no report.

229 **B. District Engineer: *Clearview Land Design, P.L.***

230 There was no report.

231 Mr. Fisher stated that he replied to the email and asked for the lake location of concern  
232 to be circled on the aerial map so that he can inspect it and make a recommendation, if

233 needed. Ms. Cerbone stated she would provide Mr. Fisher’s contact information to the new  
234 Board Members.

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

236 The two remaining Board Member resignations and new appointments would be  
237 presented at the next meeting.

- 238 • **NEXT MEETING DATE: September 20, 2021 at 10:30 A.M.**

- 239 ○ **QUORUM CHECK**

240 The next meeting will be held September 21, 2021 at 6:00 p.m., instead of September  
241 20, 2021 at 10:30 a.m., if Staff a quorum can be established; otherwise, another date would be  
242 selected. It was noted that all District Staff, Ms. Poellnitz and Mr. David Puzzo would attend the  
243 next meeting in person.

244 Ms. Cerbone stated that changing the meeting dates and time and updating the Fiscal  
245 Year 2022 Meeting Schedule would be discussed at the next meeting. She felt that three to  
246 four meetings a year would be needed and noted that she and Ms. Suit, who is based out of  
247 Hillsboro County, would manage and facilitate District meetings.

248

249 **TWELFTH ORDER OF BUSINESS**

**Board Members’ Comments/Requests**

250

251 Mr. Griggs welcomed the new Board Members and thanked them for their service.

252

253 **THIRTEENTH ORDER OF BUSINESS**

**Public Comments**

254

255 There were no public comments.

256

257 **FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

258

259

260 **On MOTION by Mr. Griggs and seconded by Mr. Windheuser, with all in favor,**  
261 **the meeting adjourned at 11:45 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



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\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair