

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

The Board of Supervisors of the Boyette Park Community Development District held a Public Hearing and Regular Meeting on June 30, 2025 at 6:00 p.m., at the Hilton Garden Inn Tampa/Riverview/Brandon, 4328 Garden Vista Drive, Riverview, Florida 33578.

Present:

Joshua Yearout	Chair
Greg Murphy	Vice Chair
David Puzzo	Assistant Secretary
Bob Windheuser	Assistant Secretary

Others present:

Kristen Suit	District Manager
Jordan Lansford	Wrathell, Hunt and Associates, LLC
Lindsay Whelan (via telephone)	District Counsel
Chris Fisher (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 6:00 p.m.

Supervisors Windheuser, Puzzo, Yearout and Murphy were present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consider Appointment to Fill Unexpired Term of Seat 2; Term Expires November 2026

This item was deferred.

- Administration of Oath of Office to Appointed Supervisors (the following to be provided under separate cover)
 - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-08, Electing and Removing Officers of the District and Providing for an Effective Date

Ms. Suit presented Resolution 2025-08. Mr. Yearout nominated the following slate:

Joshua Yearout	Chair
Greg Murphy	Vice Chair
Bob Windheuser	Assistant Secretary
David Puzzo	Assistant Secretary
Jordan Lansford	Assistant Secretary

No other nominations were made.

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

Craig Wrathell	Secretary
Kristen Suit	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Mr. Yearout and seconded by Mr. Murphy, with all in favor, Resolution 2025-08, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2025/2026 Budget

On MOTION by Mr. Windheuser and seconded by Mr. Yearout, with all in favor, the Public Hearing was opened.

- A. **Affidavit of Publication**
- B. **Consideration of Resolution 2025-09, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date**

Ms. Suit presented Resolution 2025-04 and the proposed Fiscal Year 2026 budget. There have been no changes since the proposed budget was previously presented.

No affected property owners or members of the public spoke.

On MOTION by Mr. Murphy and seconded by Mr. Puzzo, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Yearout and seconded by Mr. Windheuser, with all in favor, Resolution 2025-09, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-10, Providing for Funding for the FY 2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Ms. Suit presented Resolution 2025-10.

On MOTION by Mr. Yearout and seconded by Mr. Puzzo, with all in favor, Resolution 2025-10, Providing for Funding for the FY 2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment

Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2024, Prepared by Grau & Associates

Ms. Suit presented the Audited Financial Report for the Fiscal Year Ended September 30, 2024 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

Discussion ensued regarding whether it is time to advertise a Request for Proposals (RFP). If so, it will be included on the agenda for the next meeting.

A. Consideration of Resolution 2025-11, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2024

On MOTION by Mr. Windheuser and seconded by Mr. Murphy, with all in favor, Resolution 2025-11, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2024, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Fuxan Engineering, Inc., License Agreement

Ms. Suit presented the Fuxan Engineering, Inc., License Agreement.

Ms. Whelan recapped the discussions at the last meeting and gave an overview of the litigation between Fuxan Engineering (Fuxan) and William Ryan Homes Florida, Inc. (Ryan Homes), which essentially does not involve the CDD. About a year ago, Fuxan asked the CDD to execute an Engineering License Agreement to allow them to test water saturation on CDD property relative to the lawsuit between Fuxan and Ryan Homes. Approval was given subject to Fuxan waiving any right to pursue the CDD relative to any water saturation issues but Fuxan declined to accept that provision and chose not to enter into the License Agreement. She noted that two CDD representatives have been deposed in relation to the litigation matter between Fuxan and Ryan Homes.

Ms. Whelan stated that Fuxan recently emailed an executed License Agreement that contained the CDD's requested provision related to a waiver of liability. She spoke to the Chair, who wanted the entire Board to consider whether the Board is still agreeable to entering into the License Agreement.

Given what has transpired over the last six to twelve months, if the Board is still interested Ms. Whelan suggested strengthening the existing language in the Agreement, to reference not just a waiver of liability regarding any water saturation issues but to also specifically reference the cases that are currently being litigated between Fuxan, Paddock Manor homeowners, and Ryan Homes. This would be done to further delineate what the parties are waiving so as to strengthen the position of the CDD with regard to liability.

Mr. Yearout discussed his concern about future liability. He asked whether it would be better for the CDD to have a form of waiver in place, as is, rather than pushing the matter, or if it is better to delineate everything but potentially have Fuxan decline to execute a new more detailed License Agreement. Ms. Whelan stated it would be good to have the waiver, but it would be even better to bolster the waiver provision, based on everything that has happened over the last year. She thinks the language should be revised to specifically define and reference the litigation cases between the other parties. In general, the safer route is to have something in writing stating that they are not going to sue the CDD, even though this technically does not involve the CDD. She reiterated that two members of District Management have been deposed in the litigation between the other parties.

Mr. Yearout asked if it is better to negotiate over a potential new, more defined waiver or to just execute the current broader waiver so it is on file now. Ms. Whelan stated she does not think Fuxan will agree to a waiver of liability if the CDD does not allow them on CDD property to do the testing they want to do. Mr. Yearout rephrased his question and asked if it is better to have the current broader waiver in place or to try renegotiating for a stronger waiver that Fuxan might reject. Ms. Whelan thinks the CDD should tell Fuxan that, since there has been litigation on this, the Board will agree to entering into the Agreement subject to the modifications to reference the specific litigation and then, if Fuxan rejects it, then the Board could consider whether to execute the current Agreement with the broader waiver. In general,

Fuxan wants to access CDD property to perform testing so they might be agreeable to an Agreement with the more specific language.

Ms. Whelan stated the potential enhanced language would be added to Section 6B of the Agreement. In addition to the existing broad waiver of liability, language would be added to specifically list the litigation between the other parties and state that the waiver of liability includes but is not limited to the specific litigation, and that the CDD cannot be held liable for any claims, including claims against Fuxan or any claims that Fuxan brings against others in relation to that litigation.

Discussion ensued regarding the prior depositions of District Management employees, whether the water saturation issue is limited to Paddock Manor or if other areas might be involved in the future, whether water saturation is the only issue or if other water issues might arise, and whether the current language in the Agreement is limited to “water saturation” matters.

Ms. Whelan stated that the added language can state that it includes not only water saturation but also water flow and other water-related things. Regarding whether this only applies to Paddock Manor and if others might become involved, Ms. Whelan stated this Agreement is specific to Fuxan and gives the CDD some protection that Fuxan will not sue the CDD; however, there is no ability via this Agreement to waive or otherwise prevent another party from pursuing the CDD.

Regarding whether the District Engineer is concerned about anything that Fuxan might discover through their testing that could be litigated against the CDD, Ms. Whelan did not think so. When this originally arose, the CDD engaged a water expert or consultant to inspect and review the design plans, etc., and the expert’s opinion was that there was no error or omission or action on the CDD’s part that was causing the issue at hand, essentially exculpating the CDD from liability; however, that alone does not prevent another party from pursuing the CDD.

On MOTION by Mr. Windheuser and seconded by Mr. Murphy, with all in favor, the Fuxan Engineering, Inc., License Agreement, subject to inclusion of the additional provisions consistent with the discussions today, and authorizing the Chair to execute, was approved.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of May 31, 2025

On MOTION by Mr. Yearout and seconded by Mr. Puzzo, with all in favor, the Unaudited Financial Statements as of May 31, 2025, were accepted.

TENTH ORDER OF BUSINESS

Approval of April 28, 2025 Regular Meeting Minutes

On MOTION by Mr. Windheuser and seconded by Mr. Yearout, with all in favor, the April 28, 2025 Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer: Clearview Land Design, P.L.**
There were no District Counsel or District Engineer reports.
- C. District Manager: Wrathell, Hunt and Associates, LLC**
 - **NEXT MEETING DATE: November 24, 2025 at 6:00 PM**
 - **QUORUM CHECK**

The next meeting will be on November 24, 2025, unless canceled.

TWELFTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS

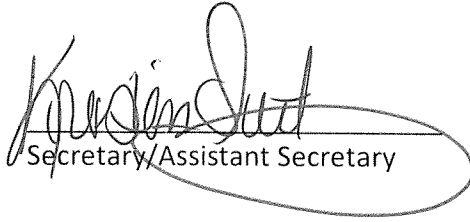
Public Comments

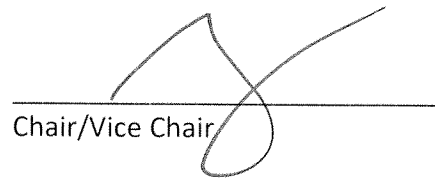
No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Murphy and seconded by Mr. Yearout, with all in favor, the meeting adjourned at 6:26 p.m.


Secretary/Assistant Secretary


Chair/Vice Chair