BOYETTE PARK

COMMUNITY DEVELOPMENT
DISTRICT

April 28, 2025

BOARD OF SUPERVISORS

REGULAR MEETING
AGENDA

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

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

April 21, 2025

Board of Supervisors Boyette Park Community Development District **ATTENDEES:**

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

Dear Board Members:

The Board of Supervisors of the Boyette Park Community Development District will hold a Regular Meeting on April 28, 2025 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. Administration of Oath of Office to Newly Elected Supervisors [David Puzzo Seat 4, Greg Murphy Seat 5] (the following to be provided in a separate package)
 - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
- 4. Acceptance of Resignation of David Allen [Seat 2]
- 5. Consider Appointment to Fill Unexpired Term of Seat 2; Term Expires November 2026
 - Administration of Oath of Office to Appointed Supervisor
- 6. Consideration of Resolution 2025-03, Electing and Removing Officers of the District and Providing for an Effective Date
- 7. Consideration of Resolution 2025-04, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
- 8. Consideration of Resolution 2025-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date

Board of Supervisors Boyette Park Community Development District April 28, 2025, Regular Meeting Agenda Page 2

- 9. Consideration of Resolution 2025-06, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
- 10. Discussion: Fuxan Engineering Litigation
 - Consideration of Resolution 2025-07, Providing for the Defense and Indemnification of a District Staff Member; Providing a Severability Clause; and Providing an Effective Date
- 11. Acceptance of Unaudited Financial Statements as of March 31, 2025
- 12. Approval of Meeting Minutes
 - A. November 18, 2024 Landowners' Meeting
 - B. November 18, 2024 Regular Meeting
- 13. Staff Reports

A. District Counsel: Kutak Rock LLP

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

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

- 664 Registered Voters in District as of April 15, 2025
- NEXT MEETING DATE: June 30, 2025 at 6:00 PM [Budget Adoption Hearing]
 - QUORUM CHECK

SEAT 1	JOSHUA YEAROUT	In Person	PHONE	☐ No
SEAT 2		☐ IN PERSON	PHONE	☐ No
SEAT 3	ROBERT WINDHEUSER	IN PERSON	PHONE	☐ No
SEAT 4	David Puzzo	☐ IN PERSON	PHONE	☐ No
SEAT 5	GREG MURPHY	☐ IN PERSON	PHONE	☐ No

- 14. Board Members' Comments/Requests
- 15. Public Comments
- 16. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (410) 207-1802.

Sincerely.

Kristen Suit District Manager FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE: CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 943 865 3730

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT

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BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS OATH OF OFFICE

STATES OF AMERICA, AND BEINDEVELOPMENT DISTRICT AND	NG EMPLOYED BY OR AN OFFI A RECIPIENT OF PUBLIC FUNI R OR AFFIRM THAT I WILL SU	TE OF FLORIDA AND OF THE UNITED CER OF BOYETTE PARK COMMUNITY DS AS SUCH EMPLOYEE OR OFFICER, JPPORT THE CONSTITUTION OF THE
Board Supervisor		
<u>ACKN</u>	NOWLEDGMENT OF OATH BEI	NG TAKEN
STATE OF FLORIDA COUNTY OF		
presence or online nota	arization on this day , who is personall	pefore me by means of \square physical of, 2020, by ly known to me or has produced
aforementioned oath as a Me	ember of the Board of Supe	erson described in and who took the rvisors of Boyette Park Community that he/she took said oath for the
(NOTARY SEAL)		
	Notary Public, State of	Florida
	Print Name:	
	Commission No.:	Expires:

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF TENDER OF RESIGNATION

To:	Board of Supervisors Boyette Park Community Development District Attn: Kristen Suit, District Manager 2300 Glades Road, Suite 410W Boca Raton, Florida 33431
From:	David R. Allen Printed Name
Date:	

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

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

	David Ralla	
Signature		

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

SECTION 1.	The following is/are elected as Officer(s) of the District effective April 28				
	is elected Chair				
	is elected Vice Chair				
	is elected Assistant Secretary				
	is elected Assistant Secretary				
	is elected Assistant Secretary				
SECTION 2.	The following Officer(s) shall be removed as Officer(s) as of April 28, 2025:				
David Allen	Assistant Secretary				

Resolution:	
Craig Wrathell	is Secretary
Kristen Suit	is Assistant Secretary
Craig Wrathell	is Treasurer
Jeff Pinder	is Assistant Treasurer
PASSED AND ADOPTED t	this 28 th day of April, 2025.
ATTEST:	BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

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

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Boyette Park Community Development District ("District") prior to June 15, 2025, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2025/2026"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon;

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

- **1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- **2. SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: June 30, 2025

HOUR: 6:00 PM

LOCATION: Hilton Garden Inn Tampa/Riverview/Brandon

4328 Garden Vista Drive Riverview, Florida 33578

- **3.** TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Hillsborough County at least 60 days prior to the hearing set above.
- **4. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

- **5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
- **6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
 - 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 28TH DAY OF APRIL, 2025.

ATTEST:	BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors
Fullikit A. Finnel Venu 2025/2026 Budget	

Exhibit A

Fiscal Year 2025/2026 Budget

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT PROPOSED BUDGET FISCAL YEAR 2026

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT TABLE OF CONTENTS

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BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2026

	Fiscal Year 2025				
	Adopted	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	FY 2025	02/28/2025	9/30/2025	Projected	FY 2026
REVENUES					
Assessment levy: on-roll - gross	\$ 105,529				\$ 105,529
Allowable discounts (4%)	(4,221)				(4,221)
Assessment levy: on-roll - net	101,308	\$ 99,387	\$ 1,921	\$ 101,308	101,308
Total revenues	101,308	99,387	1,921	101,308	101,308
EXPENDITURES					
Professional & administrative					
Supervisors	3,230	646	2,584	3,230	3,230
Management/accounting/recording	48,000	20,000	28,000	48,000	48,000
Legal	14,750	1,453	13,297	14,750	14,750
Engineering	2,000	107	1,893	2,000	2,000
Audit	4,600	-	4,600	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	65	435	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,150	171	979	1,150	1,150
Annual special district fee	175	175	-	175	175
Insurance	6,266	6,477	_	6,477	6,266
Contingencies/bank charges	500	756	500	1,256	500
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	210	_	210	210
Tax collector	2,111	1,945	166	2,111	2,111
Total expenditures	90,397	33,418	57,946	91,364	90,397
•					
Excess/(deficiency) of revenues					
over/(under) expenditures	10,911	65,969	(56,025)	9,944	10,911
, , ,	-,-	,	(,,	-,-	-,-
Fund balance - beginning (unaudited)	40,701	56,573	120,553	56,573	66,517
Fund balance - ending (projected)					
Assigned					
Working capital	34,310	34,310	34,310	34,310	34,310
Unassigned	17,302	86,243	30,218	32,207	43,118
Fund balance - ending	\$ 51,612	\$ 120,553	\$ 64,528	\$ 66,517	\$ 77,428

^{*}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
	φ 46,000
Wrathell, Hunt and Associates, LLC (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.	
Legal	14,750
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.	
Engineering	2,000
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.	
Audit	4,600
Statutorily required for the District to undertake an independent examination of its	
books, records and accounting procedures.	
Arbitrage rebate calculation*	750
To ensure the District's compliance with all tax regulations, annual computations are	
necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
The District must annually disseminate financial information in order to comply with the	1,000
requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell,	
Hunt & Associates serves as dissemination agent.	
	200
Telephone	200
Telephone and fax machine.	=00
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,150
The District advertises for monthly meetings, special meetings, public hearings, public	
bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,266
The District will obtain public officials and general liability insurance.	-,
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year and	000
automated AP routing etc.	
	705
Website hosting & maintenance	705
Website ADA compliance	210
Tax collector	2,111
Total expenditures	\$ 90,397

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND BUDGET - SERIES 2018 FISCAL YEAR 2026

	Fiscal Year 2025					
	Adopted	Actual	Projected		Total	Proposed
	Budget	through	through	1	Actual &	Budget
	FY 2025	02/28/2025	9/30/2025	P	Projected	FY 2026
REVENUES					_	
Assessment levy: on-roll	\$407,925					\$ 407,925
Allowable discounts (4%)	(16,317)					(16,317)
Net assessment levy - on-roll	391,608	\$ 376,788	\$ 14,820	\$	391,608	391,608
Interest		7,175				
Total revenues	391,608	383,963	14,820		391,608	391,608
EXPENDITURES						
Debt service						
Principal	120,000	-	120,000		120,000	125,000
Interest	264,159	132,079	132,080		264,159	258,879
Tax collector	8,159	7,527	632		8,159	8,159
Total expenditures	392,318	139,606	252,712		392,318	392,038
Excess/(deficiency) of revenues						
over/(under) expenditures	(710)	244,357	(237,892)		(710)	(430)
Fund balance:						
Beginning fund balance (unaudited)	358,884	399,328	643,685		399,328	398,618
Ending fund balance (projected)	\$358,174	\$ 643,685	\$ 405,793	\$	398,618	398,188
Use of fund balance:						
Debt service reserve account balance (requ	uired)					(192,056)
Interest expense - November 1, 2026						(126,689)
Projected fund balance surplus/(deficit) as of September 30, 2026						\$ 79,443

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT SERIES 2018 AMORTIZATION SCHEDULE

					Bond
	Principal	Coupon Rate	Interest	Debt Service	Balance
11/01/25			129,439.38	129,439.38	5,150,000.00
05/01/26	125,000.00	4.400%	129,439.38	254,439.38	5,025,000.00
11/01/26			126,689.38	126,689.38	5,025,000.00
05/01/27	130,000.00	4.400%	126,689.38	256,689.38	4,895,000.00
11/01/27			123,829.38	123,829.38	4,895,000.00
05/01/28	135,000.00	4.400%	123,829.38	258,829.38	4,760,000.00
11/01/28			120,859.38	120,859.38	4,760,000.00
05/01/29	140,000.00	5.000%	120,859.38	260,859.38	4,620,000.00
11/01/29			117,359.38	117,359.38	4,620,000.00
05/01/30	150,000.00	5.000%	117,359.38	267,359.38	4,470,000.00
11/01/30			113,609.38	113,609.38	4,470,000.00
05/01/31	155,000.00	5.000%	113,609.38	268,609.38	4,315,000.00
11/01/31			109,734.38	109,734.38	4,315,000.00
05/01/32	165,000.00	5.000%	109,734.38	274,734.38	4,150,000.00
11/01/32			105,609.38	105,609.38	4,150,000.00
05/01/33	175,000.00	5.000%	105,609.38	280,609.38	3,975,000.00
11/01/33			101,234.38	101,234.38	3,975,000.00
05/01/34	180,000.00	5.000%	101,234.38	281,234.38	3,795,000.00
11/01/34			96,734.38	96,734.38	3,795,000.00
05/01/35	190,000.00	5.000%	96,734.38	286,734.38	3,605,000.00
11/01/35			91,984.38	91,984.38	3,605,000.00
05/01/36	200,000.00	5.000%	91,984.38	291,984.38	3,405,000.00
11/01/36			86,984.38	86,984.38	3,405,000.00
05/01/37	210,000.00	5.000%	86,984.38	296,984.38	3,195,000.00
11/01/37			81,734.38	81,734.38	3,195,000.00
05/01/38	220,000.00	5.000%	81,734.38	301,734.38	2,975,000.00
11/01/38			76,234.38	76,234.38	2,975,000.00
05/01/39	235,000.00	5.125%	76,234.38	311,234.38	2,740,000.00
11/01/39			70,212.50	70,212.50	2,740,000.00
05/01/40	245,000.00	5.125%	70,212.50	315,212.50	2,495,000.00
11/01/40			63,934.38	63,934.38	2,495,000.00
05/01/41	260,000.00	5.125%	63,934.38	323,934.38	2,235,000.00
11/01/41			57,271.88	57,271.88	2,235,000.00
05/01/42	275,000.00	5.125%	57,271.88	332,271.88	1,960,000.00

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT SERIES 2018 AMORTIZATION SCHEDULE

					Bond
	Principal	Coupon Rate	Interest	Debt Service	Balance
11/01/42			50,225.00	50,225.00	1,960,000.00
05/01/43	285,000.00	5.125%	50,225.00	335,225.00	1,675,000.00
11/01/43			42,921.88	42,921.88	1,675,000.00
05/01/44	300,000.00	5.125%	42,921.88	342,921.88	1,375,000.00
11/01/44			35,234.38	35,234.38	1,375,000.00
05/01/45	320,000.00	5.125%	35,234.38	355,234.38	1,055,000.00
11/01/45			27,034.38	27,034.38	1,055,000.00
05/01/46	335,000.00	5.125%	27,034.38	362,034.38	720,000.00
11/01/46			18,450.00	18,450.00	720,000.00
05/01/47	350,000.00	5.125%	18,450.00	368,450.00	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	-
Total	5,150,000.00		3,713,603.94	8,863,603.94	

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT COMPARISON PROJECTED FISCAL YEAR 2026 ASSESSMENTS

On-Roll On-Roll									
Product/Parcel	Units	FY 2026 O&M Assessment per Unit		FY 2026 DS Assessment per Unit		FY 2026 Total Assessment per Unit		FY 2025 Total Assessment per Unit	
18' TH	73	\$	254.90	\$	600.00	\$	854.90	\$	854.90
24' TH	75		254.90		600.00		854.90		854.90
30' PV	80		254.90		825.00		1,079.90		1,079.90
50' SF	132		254.90		1,300.00		1,554.90		1,554.90
60' SF	54		254.90		1,525.00		1,779.90		1,779.90
Total	414								

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT



RESOLUTION 2025-05

A RESOLUTION OF THE BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Boyette Park Community Development District("District") is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within unincorporated Hillsborough County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District's Board shall be held during Fiscal Year 2025/2026 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file a schedule of the District's regular meetings annually with Hillsborough County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 28th day of April, 2025.

Attest:	BOYETTE PARK COMMUNITY
	DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

Hilton Garden Inn Tampa/Riverview/Brandon 4328 Garden Vista Drive, Riverview, Florida 33578

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 24, 2025	Regular Meeting	6:00 PM
April 27, 2026	Regular Meeting	6:00 PM
June 22, 2026	Regular Meeting	6:00 PM

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Boyette Park Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

- 1. **RECITALS.** The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
- 2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
- 3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 28th day of April, 2025.

ATTEST:	BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

<u>Exhibit A</u> Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA <u>DIVISION OF EMERGENCY MANAGEMENT</u>



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the <u>Division approved documents</u> SharePoint site¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D068 6%7D



STATE OF FLORIDA <u>DIVISION OF EMERGENCY MANAGEMENT</u>



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the <u>Division approved documents SharePoint site</u> as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance:
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required <u>FDEM forms</u> for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST: CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS OFCOUNTY, STATE OF FLORIDA
By: Clerk or Deputy Clerk	By:
	Date:Approved as to Form:
	By: County Attorney





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST: CITY CLERK	CITY OF STATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	City Attorney





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
COUNTY SHERIFF'S OFFICE, STATE OF FL	ORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	Ву:
	Attorney for Entity





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
COUNTY OR CITY FIRE DEPARTMENT/DIS	TRICT, STATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	Attorney for Entity





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

DIVISION OF EMERGENCY MANAGEMEN	Т
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
	SCHOOL DISTRICT, STATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	Attorney for District





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST:	BOARD OF TRUSTEES OF STATE COLLEGE, COMMUNITY COLLEGE, or STATE OF FLORIDA BOARD OF TRUSTEES OF UNIVERISTY, STATE OF FLORIDA
By:	By: Chairman Date: Approved as to Form: By: Attorney for Board





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
	SPECIAL DISTRICT, STATE OF FLORIDA
By:	Ву:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	Attorney for District





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
ATTEST:	BOARD OF TRUSTEES OFAUTHORITY,
	STATE OF FLORIDA
By:	By:
Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Board





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST: By:	TRIBAL COUNCIL OF THETRIBE OF FLORIDA By:
Council Clerk	Chairman Date: Approved as to Form:
	By: Attorney for Council





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
BOYETTE PARK	
COMMUNITY DEVELOPMENT DISTRICT, S	TATE OF FLORIDA
By:	By:
Title:	Title:
	Date: 04/28/2025
	Approved as to Form:
	By:
	Attorney for District





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO
WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and
WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and
WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and
NOW, THEREFORE, be it resolved by
that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.
maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.
maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which
maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY:
maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY:
maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY: DATE: I certify that the foregoing is an accurate copy of the Resolution adopted by on
maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference. ADOPTED BY: DATE: I certify that the foregoing is an accurate copy of the Resolution adopted by





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

entities listed herein will still require a imbursement process requirements.			
mbarsement process requirements.			
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	<u> </u>		
	<u></u>		

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE DEFENSE AND INDEMNIFICATION OF A DISTRICT STAFF MEMBER; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Boyette Park Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida; and

WHEREAS, the Board of Supervisors of the District (the "Board") previously adopted Resolution 2017-08 (the "Resolution") providing for the defense and indemnification of District staff pursuant to the terms of the Resolution; and

WHEREAS, Kristen Suit of Wrathell, Hunt, and Associates, Inc. which serves as district manager to the District (the "District Manager"), was served a non-party subpoena in her individual capacity for a deposition relative to her role as the District Manager in connection with ongoing Case No. 21-CA-006199, 22-CA-008689, 24-CA-003452 (hereinafter, the "Subpoena"); and

WHEREAS, in compliance with the Resolution, within fourteen (14) calendar days after actual receipt of the Subpoena, Ms. Suit has provided the District with a copy of the Subpoena and a written request for indemnification by the District.

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

SECTION 1. Pursuant to the Resolution and in reliance of the recitals above, the Board hereby determines that the District shall provide indemnification to Ms. Suit in relation to the deposition contemplated in the Subpoena, including but not limited to indemnification for expenditures associated with retaining legal representation, all subject to the terms and conditions of the Resolution.

SECTION 2. The District shall retain the firm of _______ as legal counsel for Ms. Suit, subject to approval of the terms and conditions of a Fee Agreement as negotiated and finalized by District Counsel. Following approval by District Counsel, the Chairman of the Board is authorized to execute the Fee Agreement. If an agreement cannot be reached, District Counsel shall negotiate and finalize a Fee Agreement with an alternative legal counsel with significant experience in the subject matter at issue. The Chairman of the Board is authorized to execute the Fee Agreement with the alternative legal counsel. The provision of expenses for legal counsel by the District to Ms. Suit shall be subject to the terms and conditions of the Resolution.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 28th day of April, 2025.

ATTEST:	BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS UNAUDITED MARCH 31, 2025

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS MARCH 31, 2025

		Debt		Total
	General	Service	Go	vernmental
	Fund	Fund		Funds
ASSETS				
Cash	\$ 115,184	\$ -	\$	115,184
Investments				
Revenue	-	454,083		454,083
Reserve	-	191,249		191,249
Prepayment	-	309		309
Cost of issuance	-	2		2
Due from general fund		3,403		3,403
Total assets	\$ 115,184	\$ 649,046	\$	764,230
LIABILITIES AND FUND BALANCES Liabilities:				
Due to debt service fund	\$ 3,403	\$ -	\$	3,403
Total liabilities	3,403	_		3,403
Fund balances: Assigned Working capital Debt service Unassigned	34,310 - 77,471	649,046		34,310 649,046 77,471
Total fund balances	111,781	649,046		760,827
i otal tutiu balarices	111,701	049,040		100,021
Total liabilities and fund balances	\$ 115,184	\$ 649,046	\$	764,230

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND FOR THE PERIOD ENDED MARCH 31, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES	Φ 000	Φ 00.000	Ф. 404.000	070/
Assessment levy: on-roll - net	\$ 898	\$ 98,296	\$ 101,308	97%
Total revenues	898	98,296	101,308	97%
EXPENDITURES				
Professional & administrative				
Supervisors	-	646	3,230	20%
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	5,014	6,466	14,750	44%
Engineering	-	107	2,000	5%
Audit	-	_	4,600	0%
Arbitrage rebate calculation	-	_	750	0%
Dissemination agent	83	500	1,000	50%
Trustee	-	_	3,750	0%
Telephone	17	100	200	50%
Postage	23	88	500	18%
Printing & binding	42	250	500	50%
Legal advertising	-	171	1,150	15%
Annual special district fee	-	175	175	100%
Insurance	-	6,477	6,266	103%
Contingencies/bank charges	473	1,229	500	246%
Website maintenance	-	705	705	100%
ADA website compliance	-	210	210	100%
Tax collector	18	1,964	2,111	93%
Total professional & administrative	9,670	43,088	90,397	48%
Excess/(deficiency) of revenues				
over/(under) expenditures	(8,772)	55,208	10,911	
Fund balances - beginning Assigned	120,553	56,573	40,701	
Working capital	34,310	34,310	34,310	
Unassigned	77,471	77,471	17,302	
Fund balances - ending	\$ 111,781	\$ 111,781	\$ 51,612	

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2018 FOR THE PERIOD ENDED MARCH 31, 2025

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 3,473	\$ 380,261	\$391,608	97%
Interest	1,958_	9,132		N/A
Total revenues	5,431	389,393	391,608	99%
EXPENDITURES				
Principal	-	-	120,000	0%
Interest	-	132,079	264,159	50%
Tax collector	70	7,596	8,159	93%
Total debt service	70	139,675	392,318	36%
Excess/(deficiency) of revenues				
over/(under) expenditures	5,361	249,718	(710)	
Fund balances - beginning	643,685	399,328	358,824	
Fund balances - ending	\$649,046	\$ 649,046	\$358,114	

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

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1 2 3 4	MINUTES OF MEETING BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT				
5	A Landowners' Meeting of the Boyette Park Community Development District was held				
6	on November 18, 2024 at 6:00 p.m., at the Hil	ton Garden Inn Tampa/Riverview/Brandon, 4328			
7	Garden Vista Drive, Riverview, Florida 33578.				
8					
9 10	Present:				
11 12 13 14 15 16 17	Kristen Suit Clif Fischer Bennett Davenport (via telephone) Joshua Yearout David Puzzo Bob Windheuser	District Manager Wrathell, Hunt and Associates, LLC District Counsel Landowner			
19 20	FIRST ORDER OF BUSINESS	Call to Order/Roll Call			
21	Ms. Suit called the meeting to order at	t 6:00 p.m. Mr. Joshua Yearout, Mr. David Puzzo			
22	and Mr. Bob Windheuser were present. No of	ther Landowners, Landowner Representatives or			
23	Proxy Holders were present.				
24					
25 26	SECOND ORDER OF BUSINESS	Affidavit of Publication			
27 28	The affidavit of publication was included	d for informational purposes.			
29 30 31	THIRD ORDER OF BUSINESS	Election of Chair to Conduct Landowners' Meeting			
32	Those in attendance agreed to Ms. Su	uit serving as Chair to conduct the Landowners'			
33	Meeting.				
34	Ms. Suit stated that a ballot was rec	eived from Mr. Joshua Yearout. Mr. Yearout is			
35	eligible to cast up to one vote for the seat.				
36					

37 38	FOUR	TH ORDER	OF BUSINESS	Election	of Supervisor [SEAT 1]
39	A.	Nominat	tions		
40		Mr. Year	out nominated the follow	ing:	
41		Seat 1	Joshual Yearout		
42		No other	nominations were made.		
43	В.	Casting o	of Ballots		
44		I. D	etermine Number of Vot	ing Units Represe	nted
45		One voti	ng unit was represented.		
46		II. D	etermine Number of Vot	ing Units Assigned	l by Proxy
47		No votin	g units were assigned by p	oroxy.	
48		A total o	f one voting unit was repr	esented.	
49		Mr. Year	out cast the following vot	es:	
50		Seat 1	Joshua Yearout	1 vote	
51	C.	Ballot Ta	bulation and Results		
52		Ms. Suit	reported the following ba	llot tabulation, res	ults and term lengths.
53		Seat 1	Joshua Yearout	1 vote	4-Year Term
54					
55	FIFTH	ORDER O	F BUSINESS	Landow	ners' Questions/Comments
56 57		There be	eing no Landowners' quest	ions or comments	, the next item followed.
58					
59	SIXTH	ORDER O	F BUSINESS	Adjourn	ment
60 61		There he	ing nothing further to disc	cuss the meeting	adiourned at 6:03 n m
62		THERE BE	ing nothing further to disc	cuss, the meeting	adjourned at 0.05 p.m.
63					
64			[SIGNATURES APPE	AR ON THE EOU	NWING PAGE]
U-T			[SIGNATORES APPE	AN ON THE TOLL	WING I AGE

BOYETTE PARK CDD

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70	Secretary/Assistant Secretary	Chair/Vice Chair	

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BOYETTE PARK CDD

November 18, 2024

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT

1 2 3		MINUTES OF I BOYETTE COMMUNITY DEVELO	MEETING PARK		
4 5	The Board of Supervisors of the Boyette Park Community Development District held a				
6	Pogula		diately following the Landowners Meeting,		
7			Iton Garden Inn Tampa/Riverview/Brandon,		
8	4328 6	Garden Vista Drive, Riverview, Florida 33578.			
9 10		Present:			
11		Joshua Yearout	Chair		
12		Bob Windheuser	Vice Chair		
13 14		David Puzzo	Assistant Secretary		
15		Others present:			
16					
17		Kristen Suit	District Manager		
18		Clif Fischer	Wrathell, Hunt and Associates, LLC		
19		Bennett Davenport (via telephone)	District Counsel		
20		Chris Fisher (via telephone)	District Engineer		
21					
22	FIDST (ODDED OF BUILDINGS	Call to Ouder/Ball Call		
23 24	FIKST	ORDER OF BUSINESS	Call to Order/Roll Call		
25		Ms. Suit called the meeting to order at 6	04 p.m. Supervisors Windheuser and Puzzo,		
26	and Su	pervisor-Elect Yearout were present. Superv	risors Allen and Murphy were not present.		
27					
28 29	SECON	ID ORDER OF BUSINESS	Public Comments		
30		No members of the public spoke.			
31					
32 33 34 35	THIRD	ORDER OF BUSINESS	Administration of Oath of Office to Newly Elected Supervisor [Seat 1] (the following to be provided in a separate package)		
36		Ms. Suit, a Notary of the State of Florida a	nd duly authorized, administered the Oath of		
37	Office	to Mr. Joshua Yearout. Mr. Yearout is famili	ar with the following:		
38	A.	Updates and Reminders: Ethics Training fo	r Special District Supervisors and Form 1		
39	В.	Membership, Obligation and Responsibilit	ies		
40	C.	Guide to Sunshine Amendment and Code	of Ethics for Public Officers and Employees		

	BOYE	TTE PARK CDD	DRAFT	November 18, 2024
41	D.	Form 8B: Memorandum of	Voting Conflict for Coun	ty, Municipal and other Local
42		Public Officers		
43				
44 45 46 47 48 49 50	FOUR	RTH ORDER OF BUSINESS	the Landov Held Pursi Florida Sta Effective Da	and Certifying the Results of vners' Election of Supervisors uant to Section 190.006(2), tutes, and Providing for an te
51		·	n 2025-01. The results of the	ne Landowners' Election were as
52	follow			
53		Seat 1 Joshua Yearou	t 1 vote	4-Year Term
54				
55 56 57 58		On MOTION by Mr. Windher Resolution 2025-01, Canvass Election of Supervisors Held and Providing for an Effective	ing and Certifying the Res Pursuant to Section 190.	ults of the Landowners'
59 60 61 62 63 64	FIFTH	ORDER OF BUSINESS	•	on of Resolution 2025-02, ad Removing Officers of the Providing for an Effective Date
60 61 62 63	FIFTH	ORDER OF BUSINESS Ms. Suit presented Resolution	Electing an District and	d Removing Officers of the Providing for an Effective Date
60 61 62 63 64	FIFTH		Electing an District and	d Removing Officers of the Providing for an Effective Date
60 61 62 63 64 65	FIFTH	Ms. Suit presented Resolution	Electing an District and a 2025-02. Mr. Yearout nor	d Removing Officers of the Providing for an Effective Date
60 61 62 63 64 65	FIFTH	Ms. Suit presented Resolution Joshua Yearout	Electing an District and a 2025-02. Mr. Yearout nor Chair	nd Removing Officers of the Providing for an Effective Date minated the following slate:
60 61 62 63 64 65 66	FIFTH	Ms. Suit presented Resolution Joshua Yearout Bob Windheuser	Electing an District and a 2025-02. Mr. Yearout nor Chair Vice Chair	nd Removing Officers of the Providing for an Effective Date minated the following slate:
60 61 62 63 64 65 66 67	FIFTH	Ms. Suit presented Resolution Joshua Yearout Bob Windheuser David Puzzo	Electing an District and a 2025-02. Mr. Yearout nor Chair Vice Chair Assistant Se	nd Removing Officers of the Providing for an Effective Date minated the following slate: cretary cretary
60 61 62 63 64 65 66 67 68	FIFTH	Ms. Suit presented Resolution Joshua Yearout Bob Windheuser David Puzzo David Allen	Electing an District and n 2025-02. Mr. Yearout nor Chair Vice Chair Assistant Se	nd Removing Officers of the Providing for an Effective Date minated the following slate: cretary cretary cretary
60 61 62 63 64 65 66 67 68 69	FIFTH	Ms. Suit presented Resolution Joshua Yearout Bob Windheuser David Puzzo David Allen Greg Murphy	Electing an District and a 2025-02. Mr. Yearout nor Chair Vice Chair Assistant Se Assistant Se Assistant Se Assistant Se	nd Removing Officers of the Providing for an Effective Date minated the following slate: cretary cretary cretary cretary cretary
60 61 62 63 64 65 66 67 68 69 70	FIFTH	Ms. Suit presented Resolution Joshua Yearout Bob Windheuser David Puzzo David Allen Greg Murphy Clifton Fischer	Electing an District and a 2025-02. Mr. Yearout nor Chair Vice Chair Assistant Se Assistant Se Assistant Se Assistant Se	nd Removing Officers of the Providing for an Effective Date minated the following slate: cretary cretary cretary cretary cretary
60 61 62 63 64 65 66 67 68 69 70 71	FIFTH	Ms. Suit presented Resolution Joshua Yearout Bob Windheuser David Puzzo David Allen Greg Murphy Clifton Fischer The following prior appointm	Electing an District and Chair Vice Chair Assistant Se Assistant Se Assistant Se ents by the Board remain under District and Distr	red Removing Officers of the Providing for an Effective Date minated the following slate: cretary cretary cretary cretary cretary affected by this Resolution:
60 61 62 63 64 65 66 67 68 69 70 71 72	FIFTH	Ms. Suit presented Resolution Joshua Yearout Bob Windheuser David Puzzo David Allen Greg Murphy Clifton Fischer The following prior appointm Craig Wrathell	Electing an District and Chair Vice Chair Assistant Se Assistant Se Assistant Se Ents by the Board remain un Secretary	red Removing Officers of the Providing for an Effective Date minated the following slate: cretary cretary cretary cretary cretary affected by this Resolution:
60 61 62 63 64 65 66 67 68 69 70 71 72 73	FIFTH	Ms. Suit presented Resolution Joshua Yearout Bob Windheuser David Puzzo David Allen Greg Murphy Clifton Fischer The following prior appointm Craig Wrathell Kristen Suit	Electing an District and Chair Vice Chair Assistant Se Assistant Se Assistant Se ents by the Board remain un Secretary Assistant Se	nd Removing Officers of the Providing for an Effective Date minated the following slate: cretary cretary cretary cretary naffected by this Resolution:

On MOTION by Mr. Windheuser and seconded by Mr. Puzzo, with all in favor, Resolution 2025-02, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Ratification of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

Ms. Suit presented the Memorandum explaining the new requirement for special districts to develop goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives. Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key categories to focus on for Fiscal Year 2025. She presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Mr. Windheuser and seconded by Mr. Puzzo, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were ratified.

Ms. Suit recalled that a resolution was adopted at the last meeting by which Seats 4 and 5 will be officially declared vacant effective November 19, 2024.

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Appointment of David Puzzo to Fill Vacant Seat 4; Effective November 19, 2024

This item was an addition to the agenda.

Mr. Yearout nominated Mr. David Puzzo to fill Seat 4. No other nominations were made.

On MOTION by Mr. Yearout and seconded by Mr. Windheuser, with all in favor, the appointment of Mr. David Puzzo to fill Seat 4, was approved.

Appointment of Greg Murphy to Fill Vacant Seat 5; Effective November 19, 2024
 This item was an addition to the agenda.

114 Mr. Yearout nominated Mr. Greg Murphy to fill Seat 5. No other nominations were 115 made.

152 ELEVENTH ORDER OF BUSINESS153

No members of the public spoke.

155

154

151

Public Comments

	BOYE	TTE PARK CDD	DRAFT	November 18, 2024
156	TWEL	FTH ORDER OF BUSINESS	Adjournment	
157				
158		On MOTION by Mr. Yearout a	and seconded by Mr. Puzzo, wi	th all in favor, the
159		meeting adjourned at 6:23 p.n	n.	

	BOYETTE PARK CDD	DRAFT	November 18, 2024
160			
161			
162			
163			
164			
165	Secretary/Assistant Secretary	Chair/Vice Chair	

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

April 22, 2025

To whom it may concern,

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2025, listed below.

Community Development District	Number of Registered Electors
Boyette Park CDD	664

We ask that you respond to our office with a current list of CDD office holders by June 1st and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 367-8829 or pthomas@votehillsborough.gov.

Respectfully,

Patricia "Patti" Thomas

Administrative Assistant/Candidate Services

Tricia Thomas

BOYETTE PARK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

Hilton Garden Inn Tampa/Riverview/Brandon, 4328 Garden Vista Drive, Riverview, Florida 33578

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 18, 2024	Landowners' Meeting & Regular Meeting	6:00 PM
November 18, 2024	Landowners Weeting & Regular Weeting	6:00 PIVI
April 28, 2025	Regular Meeting	6:00 PM
	Presentation of FY26 Proposed Budget	
June 23, 2025	Public Hearing & Regular Meeting	6:00 PM
rescheduled to June 30, 2025	Adoption of FY26 Proposed Budget	
June 30, 2025	Public Hearing & Regular Meeting	6:00 PM
June 30, 2025	Public Hearing & Regular Meeting Adoption of FY26 Proposed Budget	6:00