



**AVENIR  
COMMUNITY DEVELOPMENT  
DISTRICT**

**CITY OF PALM BEACH GARDENS  
REGULAR BOARD MEETING  
& PUBLIC HEARING  
JANUARY 27, 2022  
2:00 P.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.avenircdd.org](http://www.avenircdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**AVENIR COMMUNITY DEVELOPMENT DISTRICT**  
Special District Services Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Call-in #: 877-402-9753; 4411919  
**REGULAR BOARD MEETING & PUBLIC HEARING**  
January 27, 2022  
2:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
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- H. Old Business
- I. New Business
  - 1. Consider Approval of Supplemental HSQ Agreement 10 for Signal at Coconut Blvd. & SR 7.....Page 62
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  - 11. Consider Approval of Change Order No. 19 to Kast Construction for Avenir Clubhouse.....Page 88
- J. Consent Agenda
  - 1. Consider Ratification of Easement Deeds between the District and Seacoast Utility Authority.....Page 112
  - 2. Consider Ratification of Avenir Clubhouse SUA Bill of Sale.....Page 114
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  - 4. Consider Ratification of Tract O-2, Avenir Sie Plan 1 – Pod 4 Quit Claim Deed.....Page 120
  - 5. Consider Approval of DiVosta (Pod 8) - Irrigation Easement.....Page 122
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- L. Board Member Comments
- M. Adjourn

## PALM BEACH DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
West Palm Beach, Palm Beach County, Florida

STATE OF FLORIDA  
COUNTY OF PALM BEACH:

Before the undersigned authority personally appeared ANGELINA GARAY, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Palm Beach Daily Business Review f/k/a Palm Beach Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

AVENIR COMMUNITY DEVELOPMENT DISTRICT - NOTICE IS HEREBY GIVEN THAT THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT WILL HOLD REGULAR BOARD MEETINGS AT THE OFFICES OF SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, ETC

in the XXXX Court,  
was published in said newspaper in the issues of

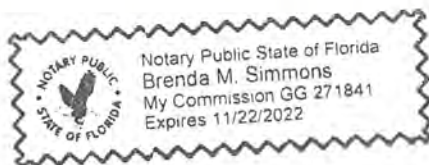
10/13/2021

Affiant further says that the said Palm Beach Daily Business Review is a newspaper published at Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in West Palm Beach in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

  
Sworn to and subscribed before me this  
13 day of OCTOBER, A.D. 2021

(SEAL)

ANGELINA GARAY personally known to me



### AVENIR COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Avenir Community Development District will hold Regular Board Meetings at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 at 2:00 p.m. on the following dates:

October 28, 2021  
November 18, 2021  
December 23, 2021  
January 27, 2022  
February 24, 2022  
March 24, 2022  
April 28, 2022  
May 26, 2022  
June 23, 2022  
July 28, 2022  
August 25, 2022  
September 22, 2022

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice. AVENIR community development district  
www.avenircdd.org  
10/13 21-01/0000556296P

**AVENIR COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
NOVEMBER 18, 2021**

**A. CALL TO ORDER**

The November 18, 2021, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 2:08 p.m. at the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which indicated that notice of the Regular Board Meeting had been published in *The Palm Beach Daily Business Review* October 13, 2021, as part of the District’s Fiscal Year 2021/2022 Meeting Schedule, as legally required.

**C. SEAT NEW BOARD MEMBERS**

**D. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER RESPONSIBILITIES & DUTIES**

Mr. Pierman noted that Ms. Cepero had been sworn in prior to the start of the meeting, and that Mr. Stern and Mr. Horowitz would be sworn in at a later date.

**E. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero, and Supervisors Daniel Lopez and Eduardo Stern and it was in order to proceed with the meeting.

Also in attendance were: Jason Pierman of Special District Services, Inc.; District Counsel Michael Pawelczyk of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; and District Engineer Carlos Ballbe of Ballbe & Associates.

**F. ELECTION OF OFFICERS**

Mr. Pierman explained that, at this time, it would be in order to elect a slate of officers.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez, and unanimously passed to elect the following slate of officers:

Chairman:	Virginia Cepero
Vice Chairman:	Roberto Horowitz
Secretary/Treasurer:	Jason Pierman
Assistant Treasurer:	Peter Pimentel
Assistant Secretary:	Daniel Lopez
Assistant Secretary:	Rodolfo Stern
Assistant Secretary:	Eduardo Stern

**G. ADDITIONS OR DELETIONS TO THE AGENDA**

Mr. Pierman noted that he had received an additional HSQ Supplemental Agreement, which would be added to New Business.

**H. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**I. APPROVAL OF MINUTES**

**1. October 28, 2021, Regular Board Meeting**

The minutes of the October 28, 2021, Regular Board Meeting were presented for approval.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the minutes of the October 28, 2021, Regular Board Meeting, as presented.

**J. OLD BUSINESS**

There were no Old Business items to come before the Board.

**K. NEW BUSINESS**

**1. Consider Resolution No. 2021-15 – Adopting a Fiscal Year 2020/2021 Amended Budget**

Resolution No. 2021-15 was presented, entitled:

**RESOLUTION NO. 2021-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2020/2021 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2021-15, as presented.

**2. Consider Auditor Renewal – Carr, Riggs & Ingram**

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the auditor renewal with Carr, Riggs & Ingram, as presented.

**3. Consider Caulfield Wheeler Work Authorization – Avenir Spine Road Phase 2**

Mr. Ballbe explained that this work order was for several sketches and legal descriptions for the dedication of easements to Seacoast Utilities.

A **motion** was made by Mr. Stern, seconded by Ms. Cepero and passed unanimously approving the Caulfield & Wheeler Work Authorization for the Avenir Spine Road Phase 2, as presented.

#### **4. Consider Change Order No. 17 to Kast Construction for Avenue Clubhouse**

Mr. Ballbe presented Change Order No. 17 to Kast Construction, explaining that it was for stairway lighting, builders risk policy extension, additional gutters, and an additional gate, in the amount of \$21,325.73.

A **motion** was made by Mr. Lopez, seconded by Ms. Cepero and passed approving Change Order No. 17 to Kast Construction in the amount of \$21,325.73 for the Avenir Clubhouse, as presented.

#### **5. Consider Ratification of Lightworks, Inc. Proposal for Engineering Services for Spine Road Phase 5**

Mr. Ballbe explained that this proposal was for street lighting on Panther National Boulevard.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez, and unanimously passed approving the proposal, authorizing staff to prepare an agreement, and further authorizing the Chair to execute the agreement.

#### **6. Consider Ratification of Pool Owner/Operator Verification**

Mr. Pierman noted that there were two additional verifications that were not included in the book that should be included in the motion.

A **motion** was made by Ms. Cepero, seconded by Mr. Stern and passed unanimously ratifying the pool owner/operator verifications, as presented.

#### **7. Consider Award of Contract for Architectural Professional Services for the Coconut Boulevard Entrance Feature Project**

Mr. Pierman noted that only two proposals had been received; one from REG and the other from Crain Atlantis. Following discussion, the Board directed staff to re-bid the project in an effort to obtain at least three bids.

#### **8. Consider HSQ Supplemental Agreement #9**

Mr. Ballbe presented the HSQ Supplemental Agreement #9, explaining that the agreement was for increasing the number of lanes going west on Northlake Boulevard.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the HSQ Supplemental Agreement #9, as presented.

#### **L. ADMINISTRATIVE MATTERS**

Mr. Pierman noted that the next meeting was scheduled for January 27, 2022.

**M. BOARD MEMBER COMMENTS**

There were no comments from the Board Members.

**N. ADJOURNMENT**

There being no further business to come before the Board, the meeting was adjourned at 2:28 p.m. There were no objections.

**ATTESTED BY:**

---

Secretary/Assistant Secretary

---

Chairperson/Vice-Chair



## PALM BEACH DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
West Palm Beach, Palm Beach County, Florida

### STATE OF FLORIDA COUNTY OF PALM BEACH:

Before the undersigned authority personally appeared ANGELINA GARAY, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Palm Beach Daily Business Review f/k/a Palm Beach Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NOTICE OF RULE DEVELOPMENT BY THE AVENIR  
COMMUNITY DEVELOPMENT DISTRICT - IN ACCORD WITH  
CHAPTERS 120 AND 190, FLORIDA STATUTES, THE AVENIR  
COMMUNITY DEVELOPMENT DISTRICT, ETC.

in the XXXX Court,  
was published in said newspaper in the issues of

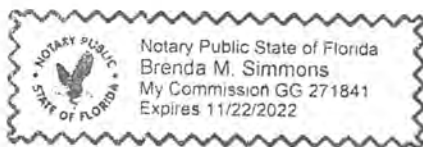
12/15/2021

Affiant further says that the said Palm Beach Daily Business Review is a newspaper published at Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in West Palm Beach in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this  
15 day of DECEMBER, A.D. 2021

(SEAL)

ANGELINA GARAY personally known to me



### NOTICE OF RULE DEVELOPMENT BY THE AVENIR COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, Florida Statutes, the Avenir Community Development District ("District") hereby gives notice of its intention to develop an Amenities Rules Handbook of rules governing the use of the clubhouse and recreational amenities of the District.

The purposes of the proposed rules and regulations are to establish: (1) rates, fees and charges pertaining to the use and operation of the amenity facilities known as Avenir Clubhouse and other recreational facilities of the District; and (2) policies and procedures regarding the everyday use of Avenir Clubhouse and recreational facilities, including, but not limited to, rules related to membership, use of the amenity facilities, prohibited activities, events, pools, fitness center, and suspensions for violations of the rules, along with rates, fees and charges associated with the use of Avenir Clubhouse and recreational facilities (collectively, the "Amenities Rules Handbook").

The purpose and effect of the Amenities Rules Handbook is to provide for efficient and effective District operations with respect to the Clubhouse and other recreational facilities of the District. The legal authority for the adoption of the proposed Amenities Rules Handbook includes Sections 190.011, 190.035, 120.54, and 120.81, Florida Statutes (2021).

A copy of the proposed Amenities Rules Handbook may be obtained by contacting the District Manager, Special District Services, 2501A Burns Road, Palm Beach Gardens, Florida 33410 or by calling (561) 630-4922 and/or toll free at 1-877-737-4922.

A public hearing on the adoption of the proposed Avenir Rules Handbook will be conducted by the District's Board of Supervisors on January 27, 2022, at 2:00 p.m. at The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

Jason Pierman  
District Manager  
AVENIR COMMUNITY DEVELOPMENT  
DISTRICT  
12/15 21-01/0000567592P



## PALM BEACH DAILY BUSINESS REVIEW

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STATE OF FLORIDA  
COUNTY OF PALM BEACH:

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NOTICE OF RULEMAKING REGARDING THE AVENIR RULES  
HANDBOOK OF THE AVENIR COMMUNITY DEVELOPMENT  
DISTRICT - IN ACCORDANCE WITH CHAPTERS 120 AND 190,  
ETAL.

in the XXXX Court,  
was published in said newspaper in the issues of

12/16/2021

Affiant further says that the said Palm Beach Daily Business Review is a newspaper published at Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in West Palm Beach in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this  
16 day of DECEMBER, A.D. 2021

(SEAL)

ANGELINA GARAY personally known to me



### NOTICE OF RULEMAKING REGARDING THE AVENIR RULES HANDBOOK OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 190, Florida Statutes, the Avenir Community Development District (the "District") hereby gives the public notice of its intent to adopt and conduct a public hearing on the District's proposed Avenir Community Development District Amenities Rules Handbook (the "Amenities Rules Handbook"). The purpose and effect of the proposed Amenities Rules Handbook is to provide for efficient and effective District operations with respect to the Clubhouse and other recreational facilities of the District. Prior notice of rule development was published in the Palm Beach Daily Business Review on December 15, 2021. The public hearing will be conducted by the Board of Supervisors of the Avenir Community Development District on January 27, 2022, at 2:00 p.m. at The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410. The public hearing will provide an opportunity for the public to address and comment upon the Avenir Rules Handbook and the proposed rates, fees, and charges set forth below. The proposed Amenities Rules Handbook and the rates, fees, and charges may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment.

The purposes of the proposed rules and regulations in the Amenities Rules Handbook are to establish: (1) rates, fees and charges pertaining to the use and operation of the Clubhouse and other recreational facilities of the District; and (2) policies and procedures regarding the everyday use of Avenir Clubhouse and recreational facilities, including, but not limited to, rules related to membership, use of the amenity facilities, prohibited activities, events, pools, fitness center, and suspensions for violations of the rules, along with rates, fees and charges associated with the use of Avenir Clubhouse and recreational facilities.

The proposed rates, fees, and charges associated with the use of the Avenir Clubhouse and recreational facilities of the District are set forth below:

**CATEGORY / AMOUNT**

**ANNUAL MEMBER CLUB FEE -**

Non-Residents \$2,500.00

**LEASE APPLICATION PROCESSING FEE \$50.00**

**MEMBERSHIP CARD/FOB**

**REPLACEMENT FEE \$25.00**

**INDIVIDUAL HOUSEGUEST PASS \$40.00**

**FAMILY HOUSEGUEST PASS \$75.00**

**CLUB RENTAL FEES AND DEPOSITS**

**MULTI-PURPOSE ROOM -**

Non-Refundable Fee \$350.00

**MULTI-PURPOSE ROOM -**

Refundable Fee \$350.00

**CLEANING FEE - Per Hour \$40.00**

**MULTI-PURPOSE ROOM - Hourly**

**Fee For Extended Hours \$40.00**

**GUARD FEE - Per Hour \$45.00**

**SINGLE POOL PAVILLION -**

Non-Refundable Fee (4 Hours)

\$150.00

**DOUBLE POOL PAVILLION -**

Non-Refundable Fee (4 Hours)

\$300.00

**POOL PAVILLION - Refundable**

**Fee \$250.00**

**TENNIS COURT (2 hours) \$4.00**

Specific legal authority for adoption of the proposed Rules of Procedure includes Sections 190.011, 190.035, 120.54, and 120.81, Florida Statutes (2021).

All interested persons may appear at the public hearing at the above-stated time and place. Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twentyone (21) days after publication of this notice to the District Manager at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect

to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN AT LEAST THREE DAYS PRIOR TO ANY PROCEEDINGS, CONTACT DISTRICT MANAGER AT SPECIAL DISTRICT SERVICES, INC. AT (561) 630-4922 OR TOLL FREE AT 1-877-737-4922. IF YOU ARE HEARING OR SPEECH IMPAIRED, PLEASE CONTACT THE FLORIDA RELAY SERVICE AT 1-800-955-8770 FOR AID IN CONTACTING THE DISTRICT MANAGER'S OFFICE.

A copy of the proposed Amenities Rules Handbook may be obtained by contacting the District Manager at 2501A Burns Road, Palm Beach Gardens, Florida 33410 or by calling (561) 630-4922 and/or toll free at 1-877-737-4922.

Pursuant to Section 286.0105, Florida Statutes, the District advises the public that: If a person decides to appeal any decision made by the District Board of Supervisors with respect to any matter considered at its meeting or hearing, such person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the District Board of Supervisors for the introduction of admission of evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. Avenir Community Development District Jason Pierman, District Manager 12/16 21-01/0000568045P

**RESOLUTION NO. 2022-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE AVENIR COMMUNITY DEVELOPMENT DISTRICT  
ADOPTING THE AMENITIES RULES HANDBOOK; AND  
PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Avenir 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 Palm Beach Gardens, Palm Beach County, Florida; and

**WHEREAS**, the District is the owner of the recently completed Avenir Clubhouse and Recreational Amenities, located at 12255 Avenir Rd., Palm Beach Gardens, Florida (the “Club Property”); and

**WHEREAS**, pursuant to Section 190.011, Florida Statutes, the District is authorized to adopt and modify rules, regulations, and rates pursuant to the provisions of Chapter 120, Florida Statutes, prescribing the conduct of the business of the District; and

**WHEREAS**, Section 190.035, Florida Statutes, authorizes the District to prescribe, fix, establish, modify, and collect rates, fees and other charges for facilities and services furnished by the District; and

**WHEREAS**, the District Board has determined that is necessary to adopt those certain rules and regulations pertaining to the use of the Avenir Club and recreational amenities, as well as a schedule of hours, and facility rental policies governing the use of the Clubhouse and its various recreational facilities, amenities and areas, providing for membership provisions, providing for suspension for violations of the Amenities Rules Handbook; and

**WHEREAS**, the District Board has further determined that is necessary to adopt those certain rates, fees and charges pertaining to non-resident membership, annual fee, guest pass fees, lease application processing fees, membership card fees, facility rental fees and deposits, and such other fees as provided in the Amenities Rules Handbook; and

**WHEREAS**, the District has complied with the provisions of Chapter 120, Section 190.011, and Section 190.035, and has conducted a public hearing to address the adoption of the Amenities Rules Handbook, as contemplated herein.

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

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

Section 2. The Avenir Community Development District Amenities Rules Handbook attached hereto and incorporated herein as Exhibit “A” is hereby adopted and enacted by the District.

Section 3. The District Manager shall include the Amenities Rules Handbook, as amended from time to time by the District Board, in the Official Records of Proceeding of the District, and shall post the same on the District’s website.

Section 4. The District Manager is hereby directed to take all actions consistent with this Resolution.

Section 5. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** in Public Session of the Board of Supervisors of the Avenir Community Development District, this **27<sup>th</sup> day of January, 2022.**

**Attest:** **AVENIR COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Virginia Cepero, Chairperson  
Board of Supervisors

EXHIBIT “A”

AMENITY RULES HANDBOOK

# **AVENIR COMMUNITY DEVELOPMENT DISTRICT**

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## **AMENITIES RULES HANDBOOK**

**Adopted January 27, 2022**

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**Jason Pierman  
District Manager  
2501 A Burns Road  
Palm Beach Gardens, FL 33410  
(561) 630-4922  
[www.Avenircdd.org](http://www.Avenircdd.org)**

**Rick Salvatore  
General Manager  
Avenir CDD  
12255 Avenir Drive  
Palm Beach  
Gardens, FL 33412  
Phone number TBD**



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**PART 1: Avenir Community Development District**  
***Amenities Operating Rules***

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2020)  
Effective Date: January 27, 2022

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**In accordance with Chapter 190 of the Florida Statutes, and on January 27, 2022, at a duly noticed public meeting, the Board of Supervisors of the Avenir Community Development District adopted the following policies to govern the operation of the District’s Amenities. All prior policies of the District governing this subject matter are hereby rescinded.**

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**DEFINITIONS**

The following definitions shall apply to these Rules in their entirety:

**“Amenities”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include the following amenities, together with their appurtenant areas, facilities, equipment, and any other appurtenances:

- Recreation Center
- Fitness Floor/Center
- Lockers
- Café/Restaurant
- Child Watch
- Recreation Center Lap Pool
- Recreation Center Hot Tub
- Recreation Center Splash Pad
- Tennis Courts
- Banquet Rooms
- Playground

**“Access Card”** – shall mean the identification card issued to Patrons.

**“Amenities Rules” or “Rules”** – shall mean this document together with the

District's adopted fee/rate schedule, the Amenities Disciplinary Rule, and all related forms of the District, as amended from time to time.

**"Annual User Fee"** – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's adopted fee/rate schedule.

**"Board of Supervisors" or "Board"** – shall mean the Board of Supervisors of the District.

**"District"** – shall mean the Avenir Community Development District.

**"District Manager"** – shall mean the professional management company with which the District has contracted to provide management services to the District.

**"Family"** – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

**"General Manager"** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenities.

**"Guest"** – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

**"Non-Resident"** – shall mean any person who does not own property within the District.

**"Non-Resident Patron"** – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

**"Patron" or "Patrons"** – shall mean Residents, Non-Resident Patrons, and Renters.

**"Renter"** – shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

**"Resident"** – shall mean any person or Family owning property within the District.

## DESCRIPTION OF AMENITIES

The District is a local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. The District operates and maintains various public improvements and community facilities, including the Amenities.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes through update to the Rules on the District's website. However, in order to permanently change rates or fees beyond the increases specifically allowed for by the District's adopted fee/rate schedule, the Board must hold a duly-noticed public hearing on said rates and fees.

The Recreation Center is located at 12255 Avenir Rd., Palm Beach Gardens, FL. The Recreation Center features a Café/restaurant with outdoor patio seating and banquet rooms, ChildWatch and fitness floor, along with several District offices.

The Recreation Center also features a wading pool, hot tub, competition pool, and splash pad. The deck contains lounge chairs and umbrellas for Patrons and Guests. The tennis courts are located behind the Recreation Center, which contains 6 clay courts, 6 pickle ball courts, and 2 hard tennis courts.

## AMENITIES USAGE

Only Patrons and Guests have the right to use the Amenities, provided however that community programming (described later) may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenities Rules.

***Residents.*** A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30. Fees include the annual Operations and Maintenance (O&M) assessments (could vary from year to year) for upkeep and management of the Club improvements and the fixed annual Membership Assessments (to pay Principal and Interest on the Series 2018-3 (Clubhouse Project) Bonds used to finance the Club acquisition). For the 2021/2022 Fiscal Year Resident Club Fees/Dues will be approximately \$2,094.71.

***Non-Residents.*** A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Annual User Fees may be renewed no more than 30 days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. For the period of October 1, 2021 through September 30, 2022, and each subsequent fiscal year, an Annual Non-Resident Membership may be purchased for such period. Refer to the District's fee schedule for rates.

***Renter's Privileges.*** Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities upon written documentation. Residents may retain their Amenities rights in lieu of granting them to their Renters. Residents may not retain their rights to use the Amenities and grant them to Renters at the same time for the same residential property.

1. A Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident. A Renter will be required to provide proof of residency (i.e. a copy of the lease agreement, and complete a landlord-tenant agreement form) and pay any applicable fee before he or she receives an Access Card. Such Renter shall receive an Access Card which shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all Amenities Rules as the Board may adopt from time to time.

***Guests.*** Each Patron Family and Non-Resident Patron Family Membership is issued 24 Guest passes annually for no charge. Individual Non-Resident Patron Memberships are entitled to 12 Guest passes annually for no charge. There is no charge for children 3 years old and under brought as Guests, and they do not count against Guest passes. Once the passes are used, additional Guest passes may be purchased. Additional fees apply for classes and/or instruction (such as aquatic, fitness, skate, or tennis lessons) and for the use of a tennis court. Patrons must accompany Guests except for houseguests that have purchased a Houseguest Pass, as described below.

***Houseguest Passes.*** A houseguest is a guest who resides outside the fifty-mile radius surrounding the District and is a short-term overnight visitor of a Patron. A

houseguest is allowed the option of a three or seven consecutive day admission to the District Amenities. The Patron must accompany their houseguest at the time of purchase of a Houseguest Pass, with the exception of extenuating circumstances which are pre-approved by District staff. Houseguests with a Houseguest Pass are not required to be accompanied by a Patron when using the facilities. Photo identification is required by the houseguest to purchase a Houseguest Pass. Specific facility pricing is as adopted by the Board of Supervisors in its fee schedule.

Patrons may convert four of their Guest passes into a seven-day individual Houseguest Pass. Four Guest passes are equal to one seven-day individual Houseguest Pass. Patrons may convert two of their Guest passes into a three-day individual Houseguest Pass. Two Guest passes are equal to one three-day individual Houseguest Pass. Privileges included with a Houseguest or Guest pass include the use of the Amenities in accordance with these Rules. There is no conversion for a Family Houseguest Pass.

***Registration / Disclaimer.*** In order to use the Amenities, each Patron and all members of a Patron's Family shall register with the District at the reception desk by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement, copies of which are attached hereto. Additionally, each Patron is responsible for ensuring that each of the Patron's Guests executes a Consent and Waiver Agreement prior to using the Amenities. **All persons using the Amenities do so at their own risk and agree to abide by the Amenities Rules. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.** Furthermore, by using the public facilities, each Patron hereby grants permission to the District for the use of any and all photos in which Patrons, without limitation, may appear. The usage is inclusive of but not limited to the publication or inclusion in the District's website, brochures, posters, catalogs, handbooks, banners, and broadcast or print advertisements by the District. Patrons and Guests also agree by using the facilities to waive any claim to compensation for use of said photos.

***Access Cards.*** All Patrons will be issued an Access Card at the District office, located at the main lobby of the Recreation Center. Access Cards will give Patrons entry to the District's Amenities during the regular operating hours of the Amenities.

Each Patron will receive an Access Card upon registration with the District. For Families, each Patron may obtain additional Access Cards for any member of a Patron's Family who is sixteen years of age or older. Minors ages 13 to 15 may receive an Access Card with limited access, with a legal guardian's consent. Minors under the age of 13 must be accompanied by an adult, 18 and older at all times.

Patrons can use their Access Cards to gain access to the Amenities. Upon arrival, Patrons will scan their Access Cards in the card reader located at Resident Relations of the Recreation Center. Card readers are also located at the pool access gate as well as the Sportsplex entrance, Aquatics Complex and fitness center. This Access Card system



prevents non-Patron entry. Unless otherwise stated herein, under no circumstance should a Patron provide their Access Card to a non-Patron to allow a non-Patron to use the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenities Rules. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

Commercial property owners within the District must contact the Recreation Director in order to obtain their Access Cards.

***Caregivers.*** The District allows caregivers to accompany minors or infirm Patrons using the Amenities, provided that the following requirements are met:

- The caregiver, who is considered a Guest for purposes of the Amenities Rules, does not count toward the limitations on the number of Guests set forth above.
- The caregiver must be eighteen (18) years of age or older and must accompany a Patron or a member of the Patron's Family who is otherwise authorized to use the Amenities.
- The Patron employing the caregiver must make a written request to authorize the caregiver to accompany the member of the Patron's Family requiring care.
- The Patron employing the caregiver is responsible for any violations, damage, etc. caused by the caregiver.
- The caregiver must execute a Consent and Waiver Agreement.
- The caregiver's use of the Amenities will expire after one year, but may be renewed annually by request of the Patron.

***Commercial Advertising Policy.*** The District is a unit of government established for the purposes of operating, owning, maintaining and providing various capital facilities and services within the District. The District hereby adopts a no commercial advertisements policy. This policy provides that the District will not, through its e-blast system, website, on the recreational facilities walls or grounds or through other District medium, allow commercial advertisements of any kind, regardless of content. The only commercial advertisements permitted are those that are of official District events. A District event is an event that is held and organized on behalf of the District through the District's employees or General Management company and is officially sponsored, supported and/or funded through the District, including vendor events facilitated by the District, such as markets or food truck events. The District may in its discretion choose the method of promoting such event, including featuring individual vendors. The three exceptions to this policy are: (1) the District allows advertisements on its leaderboard at the swimming pool, through previously adopted leaderboard advertising guidelines and upon payment to the District for such advertisements; (2) advertisements may be placed solely on the designated community bulletin board in the District's recreation center, which bulletin board may be discontinued at any time, without notice, and which advertisements are removed from time to time to allow others an opportunity to post; and (3) if the District contracts with a third party for publication of a community newsletter, such third party may permit advertising

in the newsletter if authorized to do so by the Board.

## **COMMUNITY PROGRAMMING**

The District is pleased to offer a wide variety of programs and activities designed to meet the needs of Patrons of all ages, interests and skill levels. District staff is constantly evaluating potential and current program offerings; accordingly, programs may be added or discontinued in the District's sole discretion. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber.

Patrons can easily find information on new programs and events by reviewing the community newsletter or Amenity flyers, or by contacting the Lifestyle Director. Email blasts are also sent to registered users of the website with up-to-date information on activities.

***Patrons and Guests Only.*** Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests will only be able to register for programs if space permits.

***Registration.*** Patrons will be able to register for all programs and activities in person at Resident Relations or the department office, by completing and submitting a program registration form with payment (if applicable). In some cases, online registration may be available. Most programs will require advanced registration (typically, one week prior to the start of a class, unless otherwise noted) to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

***Payment.*** A variety of complimentary and fee-based programs will be offered to Patrons. Fees for programs are occasionally required to offset the cost of instruction, supplies, equipment, overhead and administrative expenses. Full payment must be made at the time of registration or by the registration deadline, to be determined by the Amenities Manager. Patrons may pay for programs utilizing cash or a credit or debit card (Visa, MasterCard, Discover or AMEX). The District reserves the right to change its method of payment at any time.

***Programs and Activities.*** All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs must be conducted through the General Manager or as directed by the Board. A schedule of activities for the Amenities will be available from the General Manager.

***Athletic Teams.*** The District may from time to time authorize certain District-sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District's Amenities Rules apply to all such teams, and all such members of any outside teams shall be required to execute a Consent and Waiver Agreement. After these competitions are complete, all team members and their families must leave unless they are signed in as a Guest of a Patron. Please contact the General Manager for further information.

***Cancellation by the District.*** Patrons will be notified if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account if applicable.

***Refunds.*** Program refunds and credit may be granted on a case-by-case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

***Patron Clubs and Interest Groups.*** Many interest groups, activity club meetings and social events will be held at the Amenities. Clubs and interest groups shall be Patron managed and self-supporting. Any Patron wishing to develop an interest group or club should contact the Recreation Director to receive information and an application. Meeting and event dates will be subject to facility availability. All clubs must be open to any Patron of the community.

***Program Suggestions and Ideas.*** The staff is constantly striving to improve programs and services offered to the community. Patrons are encouraged to submit ideas and suggestions for upcoming programs by completing a card for the "Comments and Suggestion Box" available at the Recreation Center.

## **GENERAL PROVISIONS**

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Amenities Rules.

**Hours of Operation.** All hours of operation of the Amenities will be established and made available from the General Manager and/or posted at the Amenities. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

**General Usage Guidelines.** Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific rules for each Amenity are posted in each area and outlined under their own section herein.

- 1) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card available for inspection. Cards are only to be used by the Patron to whom they are issued. Patrons must have at all times in their possession their personalized Access Card to enter and use the Amenities and must present their Access Cards upon request by the General Manager.
- 2) **Guests.** Guests must be accompanied by a Patron while using the Amenities and must sign-in at the reception/Resident Relations desk upon entering the Amenities.
- 3) **Minors.** Minors under the age of 13 must be accompanied by an adult, age 18 or older at all times.
- 4) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room and Café areas.
- 5) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris. Management has the option to prohibit Patrons from bringing in commercially prepared meals, fast food and party platters from external vendors for consumption at the Amenities during the hours that the Café is open for business. This does not include rentals. No person under age 21 may possess an alcoholic beverage of any kind. No coolers, no outside food or glass containers are allowed in the pool, on the pool deck or in the Café internal and external seating areas, except as specifically set forth herein. Alcoholic beverages not sold on site by the District are not allowed at the Recreation Center premises.
- 6) **Drugs and Alcohol.** Anyone that appears to be under the influence of drugs or inebriated past the legal limits will be asked to leave the Amenities. Illegal drug use is prohibited and violators will be punished to the maximum extent allowed by law.
- 7) **No Smoking.** Smoking, including vapor and electric devices, is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other

subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the General Manager.

- 8) **Pets.** Pets are not permitted within District buildings or other controlled access amenity facilities with the exception of service dogs as set forth in the District's adopted Service Animal Policy. On all District Amenities, dogs must be leashed. Patrons and Guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law. Patrons maintain sole responsibility for any and all animals of any kind on District property, including but not limited to property damage or damage to persons.
- 9) **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District staff. Off-road bikes/vehicles (including ATVs), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District. Golf carts are permitted in certain areas of the Amenities if properly licensed for on-road usage and permitted under applicable State and local laws.
- 10) **Skateboards, Etc.** Use of bicycles, skateboards, rollerblades and other similar use is limited to designated outdoor areas only.
- 11) **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or District property.
- 12) **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
- 13) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
- 14) **Profanity.** Loud, profane or abusive language is prohibited.
- 15) **Horseplay.** Disorderly conduct and horseplay are prohibited.
- 16) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted.
- 17) **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons and Guests are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
- 18) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- 19) **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Please see the Commercial Advertising Policy contained within these Rules. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted within the Amenities unless such materials are a result of a sponsorship package approved by management. Please contact the General Manager if you have any questions.
- 20) **Political Campaigns.** Except as permitted by the District as part of an

approved civic event, no persons may campaign on behalf of political candidates, whether partisan or nonpartisan, or political issues within the District's Amenities (defined for purposes of this section as within the physical buildings, tennis courts and pool decks of the District). Campaigning may not inhibit or disrupt the flow of traffic to the District's Amenities or in parking areas. The District's intent is to ensure Patrons are able to use the Amenities without interruption by activities normally associated with political campaigns and to ensure safety and order within the facilities. Unless otherwise waived by the Board, the following guidelines apply:

- (a) Political campaigns are afforded the same opportunity as other persons or groups to rent District meeting room space at published rates.
  - (b) No political campaign signs, flyers or related documents are to be posted in or on District owned property, including District bulletin boards, and if discovered, such postings will be removed immediately.
  - (c) No political campaign signs, flyers or related documents are to be disseminated while in the District's Amenities.
  - (d) To allow for the efficient and timely conduct of District business during public Board meetings, no political messages, paraphernalia (including but not limited to shirts, buttons, signs or the like), political public comments or otherwise are allowed in or during a public meeting of the Board of Supervisors in furtherance of the candidacy of any candidate for public office.
  - (e) No person shall make and no person shall solicit or knowingly accept any political contribution in a building owned by a governmental entity. For purposes of this subsection, "accept" means to receive a contribution by personal hand delivery from a contributor or the contributor's agent. This subsection shall not apply when a government-owned building or any portion thereof is rented for the specific purpose of holding a campaign fund raiser.
- 21) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
  - 22) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
  - 23) **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
  - 24) **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance. By using the Amenities, Patrons and Guests hereby acknowledge and consent to such twenty-four (24) hour video surveillance.
  - 25) **Grills.** Patrons and Guests may not use their own grills on District property.



- 26) ***Bounce Houses & Other Structures.*** Bounce houses and similar apparatus are not permitted on District property unless prior approval is received from the District in writing.
- 27) ***Cellular Phones.*** To prevent disturbance to others, use of cellular telephones is limited while in the Recreation Center. Patrons and Guests are asked to keep their ringers turned off or on vibrate while in the Recreation Center.
- 28) ***Lost Property.*** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the General Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks.
- 29) ***Community Programming by District Representatives Only.*** All programs and services, including personal training, group exercise, tennis lessons, and instructional programs must be conducted by an approved District employee or contractor.
- 30) ***Emergencies.*** In the event of an injury, property damage or other emergency, please contact the District immediately pursuant to the terms of this policy (see the provisions herein addressing the same).
- 31) ***Closures.*** Although anyone using the District's Amenities does so at his or her own risk as set forth herein, the District reserves the right to close its Amenities or restrict access to any District property immediately if deemed necessary in the District's discretion, including but not limited to in instances of inclement weather or safety hazards. Everyone must leave the Amenities or District property immediately when instructed to do so by staff.

## **ALCOHOL POLICY**

### **Generally**

The following policy applies to the consumption of alcoholic beverages on District property:

- 1) Patrons and Guests must be at least 21 years of age to be served alcohol. Patrons and Guests under 21 years of age may not consume alcohol on property at any time.
- 2) All Patrons and Guests must present valid picture identification at the request of the General Manager.
- 3) Alcohol served on the premises must be consumed on the premises.
- 4) The District reserves the right to refuse to serve alcohol to anyone.
- 5) The District reserves the right to ask intoxicated or disruptive persons to leave the Amenities or District property immediately.
- 6) No alcohol shall be consumed or served within any designated children's area or playground.
- 7) Subject to the rental policy, only alcoholic beverages served by the Café or

District staff are allowed at rental events at the Recreation Center. Outside alcohol is permitted at rental events at the Aquatics Complex provided that the terms of the rental policy and Rental Agreement are met.

- 8) Any persons consuming or providing alcohol on District property must comply with the Alcohol Requirements Matrix included at Part 3 of these Amenities Rules, as may be amended from time to time.
- 9) Alcohol policies may be changed at any time at the discretion of the District.

## **Recreation Center**

The District is licensed for the sale of beer and wine through the Café at the Recreation Center, and may additionally offer beer, wine and specialty drinks during scheduled times and events. **Patrons and Guests are not allowed to bring outside alcohol to the Recreation Center at any time.** Alcoholic beverages purchased in the Café may not be taken or consumed outside of the Recreation Center under any circumstances. Patrons who rent the Recreation Center are required to use bartenders employed by the Café operator. Please see the General Manager for scheduling and rental fees.

## **FITNESS CENTER & GROUP EXERCISE STUDIO**

### **Features and Benefits**

The District offers a fitness center with both cardiovascular and strength training equipment, including:

- Cardiovascular machines
- Circuit training
- Free weights
- Personal training

The District also offers a group exercise studio featuring:

- Mirrored walls
- Organized fitness classes

### **Usage Guidelines**

The following policies apply to the District's fitness center and group exercise studio:

- 1) ***Exercise at Your Own Risk.*** All Patrons and Guests are encouraged to consult their physician before beginning an exercise program and consult fitness staff for questions about equipment use. All Patrons and Guests shall consult District staff for any questions or concerns about the equipment.
- 2) ***Usage Restrictions.*** Patrons and Guests ages 13 and older may use the fitness center, but they must have an Access Card and signed waiver on file.

Patrons and Guests ages 13 to 15 must be accompanied by an adult age 18 or older.

- 3) **Attire.** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center.
- 4) **Courtesy.** If a Patron or Guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work in” between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
- 5) **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
- 6) **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be silenced and not used while in the fitness center.
- 7) **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
- 8) **Hand Chalk.** Hand chalk is not permitted.
- 9) **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited. The District offers a personal training program for Patrons seeking more individualized attention and guidance. Information on trainers, packages, and fees is available in the newsletter and posted in the facility. All instructors must be approved District employees or contractors.
- 10) **Maintenance Items.** All concerns, equipment malfunctions, and maintenance needs should be reported to the staff.

The following additional policies apply to the group exercise studio:

- 1) **Group Classes.** Classes are scheduled each month based on the interests of the Patrons and the availability of qualified instructors. Information on class times, dates, fees, and instructors is available at the fitness desk. All instructors must be approved District employees or contractors.
- 2) **General Usage.** Patrons and Guests are not permitted to use the studio and the equipment when classes are not in session.
- 3) **Music System.** The music system may only be utilized as part of a structured and supervised program.
- 4) **Usage Restrictions.** Patrons and Guests between the ages of 13 and 15 may participate in group exercise classes when accompanied by a parent/guardian. Patrons and Guests 16 years and older may participate in a group exercise class independently.

## LOCKER ROOMS

### Features and Benefits

Locker room facilities are available for all Patrons and Guests, including:

- Individual use lockers
- Showers

### Usage Guidelines

- 1) **Daily Use.** Lockers are for daily use only, and all items must be removed from the lockers at the end of the day.
  - a. If a locker is not vacated at the end of the day, items and locks left in or on the locker will be removed by District staff.
  - b. Items removed from lockers will be kept for two weeks at the Recreation Center lost and found. After two weeks, unclaimed items will be donated or otherwise disposed of.
  - c. The General Manager reserves the right, at its sole discretion, to remove and dispose of items immediately and without notice.
- 2) **Age Restriction.** Children 5 years of age and older are required to use the shower/dressing area of their gender.
- 3) **Dressing Room.** A family/accessible dressing room and bathroom is available in the aquatics building to anyone who may need assistance changing.

## POOL, SPLASH PAD, & LAP LANES

### Features & Benefits

The District offers a variety of aquatic amenity areas, including:

- Zero entry wading pool
- Children's Splash Pad
- Junior Olympic size swim lanes with lane lines
- Market-size umbrellas, loungers, tables and chairs

### Usage Guidelines

- 1) **Operating Hours.** Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District. No one is permitted in the pool at any other time unless a specific event is

scheduled.

- 2) ***Check-In.*** Patrons with Guests are required to check in at the Resident Relations Desk before utilizing the pool. Access to the pool is on a first- come, first-served basis, and the District reserves the right to refuse entry if the pool is at capacity.
- 3) ***Swim at Your Own Risk.*** All persons using the pool do so at their own risk, and must abide by all swimming pool rules and policies.
- 4) ***Supervision of Children.*** Minors under the age of 13 must be accompanied by, and supervised by, an adult at least 18 years of age at all times for usage of the pool. All children 5 years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual (18 years of age or older) within arm's length at all times when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- 5) ***Small Children; Swim Diapers.*** Children 3 years and younger are restricted to the baby and splash park pools unless closely supervised by an adult who is 18 years of age or older. Parents should take their children to the restroom before entering the pool and are responsible for ensuring that their children do not urinate or defecate in the pool. Swim diapers are required. Children who are not reliably toilet trained must wear rubber lined swim diapers and a swimsuit over the swim diaper. Diapers (cloth and disposable) are prohibited. If contamination occurs, the pool will be closed and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
- 6) ***Food and Drink.*** Patrons will be permitted to bring their own snacks and nonalcoholic beverages to the pool; however, no coolers are permitted except for small snack coolers, which are defined as those coolers that hold twelve quarts or less. Additionally, no food or beverages are permitted in the pool or on the pool wet deck area and instead food and beverages are only allowed in designated areas. At the Recreation Center, possession of alcohol other than purchased through the Café will result in immediate expulsion.
- 7) ***Glass Containers.*** Glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms.
- 8) ***Aquatic Toys and Recreational Equipment.*** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- 9) ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades or skateboards are permitted on the pool deck. A bike rack is provided near the pool gate in the parking lot area.

***Prevention of Disease.*** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, or nasal or ear discharge, may not use the pool. No person should use the pool with or

suspected of having a communicable disease which could be transmitted through the use of the pool.

- 10) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion.
- 11) **Pets.** Pets (other than service animals) are not permitted on the pool deck area inside the pool gates at any time.
- 12) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- 13) **Diving.** Diving is strictly prohibited at the pool, except in designated areas. Back dives, back flips, back jumps or other dangerous actions are prohibited.
- 14) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
- 15) **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- 16) **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- 17) **Entrances.** Pool entrances must be kept clear at all times.
- 18) **Railings.** No swinging on ladders, fences, lap lane ropes, safety lines, or railings is allowed.
- 19) **Pool Furniture.** Pool furniture is not to be removed from the pool area.
- 20) **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- 21) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- 22) **Swim Instruction.** Except as expressly authorized by the District, swim instruction, or solicitation of swim instruction, is prohibited.
- 23) **Rest Rooms / Locker Rooms.** Please use the rest rooms adjacent to the pool, not the locker rooms. Children, ages five and older, MUST use their gender appropriate changing room.
- 24) **Staff Only.** Only authorized staff members are allowed in the filter rooms, chemical storage rooms, first aid station and staff office area.
- 25) **Pool Closure.** In addition to Palm Beach County and the State of Florida Health Code Standards, and as noted above, the pool will be closed for the following reasons:
  - Operational and mechanical difficulties affecting pool water quality.
  - During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom



is compromised (deck also closed).

- For 30 minutes following the last occurrence of thunder or lightning (deck also closed).
- For a period of time following any mishap that results in feces or vomit in the pool water.
- Any other reason deemed to be in the best interests of the District as determined by District staff.

26) ***Private Pool Parties and Pavilion Rentals.*** Private parties cannot be accommodated except as pre-approved and rented through the Aquatics Department. Private parties at the pool may require additional lifeguard support – please see on-site staff for more information and applicable fees.

### **Additional Usage Guidelines (Lap Lane)**

1. Lap lanes are to be used only by persons swimming laps or water walking.
2. Lap lane swimmers are encouraged to share the lane and circle swim.
3. Do not hang on the lane lines as they are not designed to support weight.
4. Backstroke flags are available.
5. The District reserves the right to remove some lap lanes on weekends.

### **Additional Usage Guidelines (ADA Chair Lifts)**

1. ADA chair lifts are for use by disabled Patrons and Guests only. Users should consult with their physician to determine if water activities are appropriate.
2. Chair lifts are designed for self-use. District staff is available to assist Patrons or Guests when needed.

## **BANQUET ROOMS AND RELATED GATHERING AREAS**

The facility contains common social areas that will be programmed at specific times of the day and will also be open for Patron use.

**Features and Benefits** - Banquet Rooms are available for use and rental and are located on the bottom floor of the Recreation Center. There is wireless internet access. These rooms convert to two meeting rooms.

### **Usage Guidelines**

1. ***Availability.*** All areas except Banquet Rooms are open for Patron utilization unless a structured program, event or exclusive rental is taking place.
2. ***Rental of Banquet Room(s).*** The Banquet Room(s) are available for rental (see the section herein on rentals).

3. ***Age Restriction.*** Minors under the age of 13 must be accompanied by an adult, age 18 or older. Patrons are not permitted to “drop off” their children/grandchildren without specific supervision from an adult.

## **CHILD WATCH**

### **Usage**

Child Watch is for the use of Patrons and Guests only, for children 3 months old to 12 years old. Parents or legal guardians may not leave the Recreation Center at any time their child is in Child Watch.

### **Availability**

Child Watch is only available when Staff are present.

### **Sick Child**

Children deemed ill or sick by Child Watch personnel, will not be allowed to attend.

## **CAFÉ**

The District’s Café offers Patrons beverages, including alcoholic drinks, and a light menu of snacks and prepared foods. The menu is available at the Café. The Café also provides catering services. No outside food or beverage is permitted to be consumed in the Café seating area.

## **WIRELESS INTERNET ACCESS**

### **Features and Benefits**

The Recreation Center and associated decks, amenity spaces and related areas, feature wireless internet access that Patrons and Guests may use free of charge, subject to the usage guidelines below.

### **Usage Guidelines**

- 1) The District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or illegal information.
- 2) Use of the District’s wireless internet access for purposes contrary to state

or federal laws or in a manner that violates this policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:

- a. Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
  - b. Propagating malicious software.
  - c. Unauthorized copying of copyrighted material.
  - d. Attempting to access unauthorized files or systems.
- 3) Parents/legal guardians are responsible for deciding which Internet resources are appropriate for their own children under age 18. Restriction of a child's access to the Internet is the responsibility of the parent/legal guardian.

## **TENNIS COURTS**

Eight clay championship tennis courts are available for informal use, lessons, and league play.

### **Features and Benefits**

- 6 clay courts
- 6 Pickle Ball
- 4 hard-tru tennis courts
- Shaded pavilions available
- Tennis professional available by appointment

### **Usage Guidelines**

#### **1) *Reservations & Scheduling.***

- a. Tennis courts may be reserved on a 2-hour basis at the reception desk in person, online or by phone up to 3 days in advance. The reservations sheet will be at the front desk daily and Patrons wishing to "walk on" to an unreserved court will be able to do so by checking availability.
- b. Court reservations will be honored and enforced over unscheduled play with the exception of players who arrive more than fifteen minutes late for their reservation.
- c. Please check in ten minutes prior to play. Several courts may be unavailable due to cleaning or reservations.
- d. There will be, from time to time, a designated teaching court which will not be available for reservation. When it is not being used for instruction, it will be available on a first-come, first-serve basis.
- e. A schedule of activities will be posted in each area and updated by the staff.
- f. When other players are waiting tennis court use should be limited to 1 hour.

- 2) ***Supervision of Children.*** Minors under the age of 13 must be accompanied by an adult (18 years and older). Patrons are not permitted to “drop off” underage children without specific supervision from an adult.
- 3) ***Attire.*** All players shall be dressed in appropriate attire, which includes shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
- 4) ***Use; Rules.*** Tennis courts are for tennis only. The rules established by the United States Tennis Association (U.S.T.A.) will be strictly followed and adhered to by all players at all times.
- 5) ***Pets.*** Pets, with the exception of service animals, are not permitted on the tennis courts at any time.
- 6) ***Food and Drinks.*** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.
- 7) ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted on the tennis courts.
- 8) ***Operating Hours.*** The tennis courts are open from 7 am to 10 pm, Monday through Friday, 7 am to 8 pm on Saturday and 8 am to 7 pm on Sunday. No one is permitted on the tennis courts at any other time unless a specific event is scheduled.
- 9) ***Court Lights.*** Please allow up to five (5) minutes for lights to fully illuminate. After play, please turn off the lights prior to leaving the court area.
- 10) ***Skateboards, etc.*** No bicycles, scooters, roller skates, roller blades or skateboards or similar uses are permitted on the tennis courts.
- 11) ***Furniture.*** No furniture, other than benches already provided, will be allowed on the playing surfaces.
- 12) ***Equipment.*** Patrons are responsible for bringing their own equipment.
- 13) ***Tennis Instruction.*** Except as expressly authorized by the District, tennis instruction for fees, or solicitation of tennis instruction for fees, is prohibited.
- 14) ***Equipment.*** Fees, as adopted by the Board of Supervisors and contained in the fee chart, will be assessed for ball machine and courts.

## PLAYGROUNDS AND PARKS

Our community provides playground areas and parks for Patrons to enjoy.

### Usage Guidelines:

- 1) ***Use at Own Risk.*** Patrons and Guests may use the playgrounds and parks at their own risk, and must comply with all posted signage.
- 2) ***Hours of Operation.*** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- 3) ***Supervision of Children.*** Adult supervision (18 years or older) is required for children under the age of 13. Children must remain in the sight of

parents/guardians. All children are expected to play cooperatively with other children.

- 4) **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.
- 5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- 6) **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- 7) **Pets.** No pets of any kind are permitted with the exception of service animals.
- 8) **Glass Containers.** No glass containers are permitted.
- 9) **Equipment.** No hard balls such as baseballs, golf balls, etc. are permitted.
- 10) **No Jumping.** No jumping off from any climbing bar or platform.
- 11) **Playground Slides.** Climb the ladder and go down the slide one at a time; go down in a sitting position, feet forward; wait until the person before you finishes the sliding first; slide inside the tunnel slide, do not climb on top; no clogging the tunnel slide; and no running or climbing up the slides.

## **POND AREAS**

The District only operates and maintains a small number of stormwater ponds throughout the community, which are on the Recreation Center property.. The District's stormwater ponds are not designed for swimming or boating.

The following additional guidelines apply:

- 1) **Privacy.** Please be respectful of the privacy of the residents living near the ponds.
- 2) **Parking.** Parking along the right-of-way or on any grassed area near the ponds is prohibited.
- 3) **Litter.** Do not leave any litter.
- 4) **Wildlife.** Do not feed the wildlife anything, ever.
- 5) **No Swimming.** Swimming is prohibited in all ponds on District property.
- 6) **No Boating.** No watercrafts of any kind are allowed in any of the ponds on District property.
- 7) **Stormwater Management System.** The ponds owned by the District are part of the District's stormwater management system. Consistent with the District's existing "Natural Areas Policy," maintenance of the system, disposal of personal property within the system, and other similar activities are strictly prohibited, except by authorized representatives of the District. Please contact the District's General Manager in the event that you witness any event in violation of these policies or requiring the District's attention.

## FACILITY RENTAL POLICIES

For the convenience and enjoyment of our Patrons, our community offers certain facilities for private rentals, including the Banquet Rooms, Pavilion, Pool Deck and other areas.

The following policies apply to the rental of the Amenities:

- 1) **Rentals; Patrons Only.** Patrons must reserve Amenities available for rental through the Resident Relations Desk in order to use those areas on an exclusive basis, and must reserve the facility or facilities for any organized party or event and in order to use those areas on a non-exclusive basis. Unless otherwise directed by the District, only Patrons may reserve the Amenities for parties and events. All rentals are subject to availability and the discretion of the General Manager.
- 2) **Amenities Available for Rental:** The following Amenities are available for rental:
  - a. Recreation Center Banquet Rooms
  - b. Pool Pavilions – Recreation Center
  - c. Pool Deck Area
  - d. Café Pavilion
- 3) **Payment & Registration.** Patrons interested in renting the Amenities may pick up the application packet at the Recreation Center. At the time the reservation is made, two checks, money orders, or credit card authorizations (no cash), one for the deposit and one for the rental fee in full, both made out to District must be delivered to the General Manager, along with completed paperwork and insurance certificate. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
- 4) **Rates and Deposits.** The rental rates and deposits for use of the Amenities are as set forth in the District's fees/rates. The deposit will secure the rental time, location and date. To receive the full refund of the deposit within 10 days after the party, the renter must:
  - i. Remove all garbage, place in dumpster and replace garbage liners;
  - ii. Take down all decorations or event displays; and
  - iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.
- 5) **Food & Drinks.** The Patron may bring in his or her own food and non-alcoholic beverages. If the Patron desires to have alcohol available at a Recreation Center event, the Patron must notify the General Manager in advance, and the General Manager will make arrangements to provide such beverages through the Café. If the Patron desires to have alcohol available at a Recreation Center event, the Patron must notify the General Manager in advance, and must meet insurance and event

staffing/security requirements as determined by the District in its sole discretion. If alcohol is to be served or sold, the Patron must hire a licensed bartender or caterer. Please see the Alcohol Requirements Matrix attached as a portion of Part 3 for more information.

- 6) ***Computation of Rental Time.*** The rental time period is inclusive of set-up and clean-up time.
- 7) ***Duration of Events.*** Unless otherwise authorized by the General Manager, each rental shall take place during normal operating hours. No after-hours events shall extend past midnight in any case, including cleanup.
- 8) ***Capacity.*** The capacity limit shall not be exceeded at any time for a party or event.
- 9) ***Noise.*** The volume of live or recorded music must not violate applicable County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
- 10) ***Insurance.*** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District is to be named on these policies as an additional insured party.
- 11) ***Staffing.*** Depending on the nature of the event, the District may, in its sole discretion, require the Patron renting the District's facilities to pay for additional event attendant staffing, lifeguard staffing, or outside security services.
- 12) ***Cancellation.*** Please see the latest rental agreement document available at the District's Resident Relations desk for cancellation policies and cleaning/security deposit fees.

## **PROPERTY DAMAGE**

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

## **EMERGENCY PROCEDURES**

In the event of an emergency, please dial 911, and contact the on-site General Manager and the District Manager. The facility is equipped with emergency phones, a first aid kit and an AED. At all times while the facility is staffed, an individual with first aid, CPR and AED certifications will be on duty to respond to emergencies, accidents, and injuries. The following equipment is available in specified areas throughout the community.

## **First Aid Kits**

### *Locations*

- Resident Relations
- Fitness

### *Procedure for Use*

- 1) Notify a staff member that first aid is required
- 2) If a staff member is unavailable, utilize the first aid supplies as necessary
- 3) Dispose of any used first aid supplies in appropriate trash receptacles

## **AEDs**

### *Locations*

- Aquatics – Recreation Center
- Fitness Floor

### *Procedure for Use*

1. Send someone to call 911 and contact the nearest staff member or General Manager
2. Follow CPR steps with the victim
3. If the victim is not breathing and you do not hear a heartbeat open the AED
4. Follow instructions provided by the AED

## **DISCIPLINARY RULE**

Please be aware that staff must protect the rights and privileges of rule-abiding Patrons, and that inappropriate behavior will not be accepted. All Patrons and Guests are responsible for compliance with the Amenities Rules established for the safe operations of the Amenities. A copy of the District's Amenities Disciplinary Rule is included as Part 2 of this Amenities Rules Handbook.

## **USE AT OWN RISK; INDEMNIFICATION**

**Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in**



connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

#### **SOVEREIGN IMMUNITY**

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, F.S., or other statutes or law.

#### **SEVERABILITY**

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

#### **AMENDMENTS / WAIVERS**

The Board in its sole discretion may amend these Amenities Rules from time to time. The Board by vote at a public meeting, or the District Manager, and/or General Manager, may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenities Rules, provided however that the Board is informed within a reasonable time of any such waivers.

#### **OTHER RULES AND POLICIES**

The District also has adopted other rules and policies governing the use of District property, including the Amenities. Please contact the District Manager for copies of all such rules and policies.

**PART 2: Avenir Community Development District**  
***Disciplinary & Enforcement Rule***

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2020)  
Effective Date: January 27, 2022

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on January 27, 2022, at a duly noticed public meeting, the Board of Supervisors of the Avenir Community Development District adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded.**

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**SUSPENSION AND TERMINATION OF PRIVILEGES**

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).

2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District’s Amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and General Manager, shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies (e.g., Amenity Rules);
- f. Treats the District’s supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property;
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests; or
- i. Commits or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe

endangers District residents, staff and Guests.

4. Authority of District Manager and General Manager. The District Manager, General Manager or their designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her discretion it is the District's best interests to do so. The District Manager, General Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.

## **5. Process for Termination or Suspension of Amenity Privileges.**

- a. Offenses:
  - i. First Offense: Verbal warning by Amenity staff and suspension from the Amenities for up to one week from the commencement of the suspension. Violation is recorded by Amenity staff, signed by the individual offender(s), and held on file at the Amenity.
  - ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty days from the commencement of the suspension, with the preparation by Amenity staff of a written report to be signed by the offender(s) and filed at the Amenity.
  - i. Third Offense: Suspension of all Amenity privileges for up to one year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one calendar year. The length of the suspension is in the discretion of the Board and may be for more or less than one year, depending on the nature of the violation.
- b. Each offense shall expire one year after such offense was committed, except in cases of egregious behavior that, in the discretion of the Board, may warrant a longer or even permanent suspension. After the expiration of one year, or longer as provided for herein, the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire, and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.

Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the

premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Manager or General Manager upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be considered and warranted.

- c. Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

**6 Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

**7 Fines.** In the event of an infraction involving the commission of a crime on District property, resulting in law enforcement response to District property, or involving damage to or destruction of District property, the District may in its discretion assess a fine of up to \$500 in order to offset the legal and administrative expenses incurred by the District. Such fine shall be in addition to any suspension or termination of amenity privileges and/or any applicable legal action warranted by the circumstances.

**8 Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

**PART 3: Avenir Community Development District**  
*Amenity Forms*

**ATTACHED FORMS:**

- New Patron Information Form
- Consent and Waiver Agreement
- Credit Application Form
- Rental/Reservation Forms
- Alcohol Requirements Matrix

# Avenir Community Development District

## Resident User Information Form

**NOTE TO STAFF:** This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

**PRIVACY NOTICE:** Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

### PRIMARY PATRON INFORMATION (family members to be added to reverse side)

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Address \_\_\_\_\_  
*Street Address* *Apartment/Unit #*

### TENANT INFORMATION (IF APPLICABLE)\*

Begin Lease Date \_\_\_\_\_ End Lease Date \_\_\_\_\_

Owner Last Name \_\_\_\_\_ Owner First Name \_\_\_\_\_

Owner Address \_\_\_\_\_  
*Street Address* *Apartment/Unit #*  
*\*Tenant shall provide a copy of their release and Owner shall submit a Tenant release form*

### EMERGENCY NOTIFICATION INFORMATION

Home Phone  
Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_ Name \_\_\_\_\_

Cell Phone Number \_\_\_\_\_ Name \_\_\_\_\_

Email Address(es) \_\_\_\_\_

Please select all that apply:

☐ I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

☐ I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

☐ Only contact me in case of emergency.

**PRIVACY NOTICE:** If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

### SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? ☐ YES ☐ NO  
If you answered yes, please provide specific information below in the blank space:

# Avenir Community Development District Resident User Information Form

## HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address	Avenir CDD Resident*
1.			
2.			
<b>Name(s) of Children</b>	<b>Age</b>	<b>Birthdate</b>	
3.			
4.			
5.			
6.			
7.			
8.			

\*Non-Residents must complete the Non-Resident User Agreement and pay Annual User Fee.

\*\*In the event that one of the cards is lost, we will be responsible in paying \$5.00 for each replacement card.

\_\_\_\_\_  
Please initial

### **PLEASE READ AND SIGN BELOW:**

*The undersigned agrees and acknowledges that the above information is true and correct. It is understood that Resident Cards and Guest Passes are the property of the Avenir Community Development District (AVENIR CDD or District) and are non-transferable, in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests to utilize District property and District facilities, including without limitation the, Recreation Center owned and operated by the AVENIR CDD (together, the Facilities), the undersigned on behalf of himself and/or herself and each of their minor children, heirs and successors, hereby agrees to hold harmless and release the AVENIR CDD, its staff, supervisors, agents, officers and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the gross or intentional negligence of the AVENIR CDD. Furthermore, Patron understands that the District and its staff, supervisors, agents, officers and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, sports, use of pool, use of tennis or pickleball courts, use of playground, or other activities on District owned property. Patron expressly acknowledges on behalf of him/herself and his or her minor children, heirs and successors that he/she assume the risk for any and all injuries and illness that may result from participation in these activities. Patron hereby releases and discharges the District and its staff, supervisors, agents, officers and employees as a result of Patron(s), or his or her minor children's, participation in these activities. Patron further understands that the District is not responsible for personal property lost or stolen while at the Facilities. By signing below, Patron(s) acknowledge he/she has received the AVENIR CDD rules and policies and shall abide by the same. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute.*

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**AVENIR CDD Employee Initials** \_\_\_\_\_

# **Avenir Community Development District**

## **Non-Resident User Agreement**

THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Avenir Community Development District ("District"), and \_\_\_\_\_ whose address is \_\_\_\_\_ ("User"). The District is the owner of the real property and facilities comprised of pools and other recreational facilities within the District located in Palm Beach County, Florida ("Facilities"). User is a non-resident member of the public desiring to utilize the Facilities. A non-resident is a person or family who does not reside or own property within the District. The District will permit User to utilize the Facilities subject to the terms and conditions contained in this Agreement.

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

1. User shall pay a one-time non-refundable annual fee ("Membership Fee") to utilize the Facilities for 12 months. (Please Initial Membership Type).

The 12-month period shall commence as of the date of this agreement and terminate on that same date the following year.

2. The right to use the Facilities provided through this Agreement is personal to the person paying the Membership Fee and family members residing in his/her household and is not transferable, alienable, devisable, or inheritable. This Agreement shall be binding upon, and shall inure to the benefit of the District and its respective legal representatives and successors. Nothing herein shall inure to the benefit of any third-party, not a party to this Agreement.
3. User agrees that use of Facilities by User, User's family members residing in his/her household, and User's guest shall be subject to all rules, policies and procedures of the District as may be amended from time to time and by signature on this form, hereby agrees he/she has received a copy of such policies or was given the opportunity to receive a copy and will abide fully by the same. Failure by User, family members residing in his/her household, or User's guests to abide by all rules, policies and procedures of the District may result in forfeiture of the right to utilize the Facilities. In such event, no portion of the Membership Fee shall be refunded.
4. User(s) agrees and acknowledges that the information provided herein is true and correct. It is understood that User Cards and Guest Passes are the property of the Avenir Community Development District (AVENIR CDD or District) and are non-transferable, in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the hereinlisted persons, along with each of their guests, to utilize District property and District facilities, including without limitation the, Recreation Center owned and operated by the AVENIR CDD (together, the Facilities), the undersigned on behalf of himself and/or herself and each of their minor children, heirs and successors, hereby agrees to hold harmless and release the AVENIR CDD, its staff, supervisors, agents, officers and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the grossor intentional negligence of the AVENIR CDD. Furthermore, User(s) understands that the District and its staff, supervisors, agents, officers and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, sports, use of pool, use of tennis or pickle ball courts, use of playground, or other activities on District owned property. User(s) expressly acknowledges on behalf of him/her self and



# Avenir Community Development District

## Non-Resident User Agreement

his or her minor children, heirs and successors that he/she assume the risk for any and all injuries and illness that may result from participation in these activities. User(s) hereby releases and discharges the District and its staff, supervisors, agents, officers and employees as a result of User(s), or his or her minor children's, participation in these activities. User(s) further understands that the District is not responsible for personal property lost or stolen while at the Facilities. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute.

- All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with the District's Rules of Procedure and Florida law.

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

**USER**

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

**AVENIR  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

Payment Type: <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit		Date Paid: _____
Amount of Payment: \$ _____		Amenities Expiration Date: _____
E-mail added to Avenir CDD.org: _____		
Staff initials: _____		

**HOUSEHOLD MEMBERS (Must Reside in Same House)**

Name (Last, First)	Cell Phone	Email Address
Name(s) of Children	Age	Birthdate

**NOTE TO STAFF:** This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

# Avenir Community Development District

## Non-Resident User Agreement

**PRIVACY NOTICE:** Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

### PRIMARY USER INFORMATION (family members to be added to reverse side)

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Address \_\_\_\_\_  
*Street Address* *Apartment/Unit #*

### EMERGENCY NOTIFICATION INFORMATION

Home Phone  
Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_ Name \_\_\_\_\_

Cell Phone Number \_\_\_\_\_ Name \_\_\_\_\_

Email Address(es) \_\_\_\_\_

Please select all that apply:

☐ I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

☐ I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

☐ Only contact me in case of emergency.

**PRIVACY NOTICE:** If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

### SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? ☐ YES ☐ NO  
If you answered yes, please provide specific information below in the blank space:

**AVENIR COMMUNITY DEVELOPMENT DISTRICT  
ADDRESS/IDENTIFICATION CONFIDENTIALITY REQUEST  
FROM PUBLIC RECORDS DISCLOSURE**

*Florida law allows certain persons to request that a governmental entity not publicly disclose his/her specific identifying information and/or address in any of the entity's governmental records. If eligible under Florida law, submit this completed form to Avenir Community Development District. Note that this form is **not** intended to be an exhaustive list of exemptions, and other exemptions may apply. It is your responsibility to ensure that you are eligible under Florida law for the exemption claimed, and the District reserves the right to pursue any available legal remedies in the event that no exemption exists and the District is harmed as a result.*

**I hereby request the exemption (check applicable exemption category) for the person named below:**

- |   |   |
|---|---|
| <p><input type="checkbox"/> Code Enforcement Officer*</p> <p><input type="checkbox"/> Dept. of Children and Family Services personnel with investigative duties involving abuse, neglect, exploitation, fraud, theft, or other criminal activities.*</p> <p><input type="checkbox"/> Dept. of Health personnel whose duties are to support the investigation of child abuse or neglect.*</p> <p><input type="checkbox"/> Dept. of Revenue personnel or local government personnel with duties relating to revenue collection and enforcement or child support enforcement.*</p> <p><input type="checkbox"/> Dept. of Business and Professional Regulation investigator or inspector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*</p> <p><input type="checkbox"/> Firefighter certified in compliance with s. 633.408, F.S.</p> <p><input type="checkbox"/> Guardian ad litem (By signature below, it is certified that the person made "reasonable efforts to protect such information from being accessible through other means available to the public.")*</p> <p><input type="checkbox"/> Human resource, labor relations, or employee relations director, assistant director, manager or assistant manager of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties.*</p> <p><input type="checkbox"/> Judge or justice of the Florida Supreme Court, district court of appeal, circuit court and county court.*</p> <p><input type="checkbox"/> Judicial or quasi-judicial officer (general and special magistrate, judge of compensation claims, administrative law judge of the Division of Administrative Hearings, and child support enforcement hearing officer) (By signature below, it is certified that the person made "reasonable"</p> | <p>efforts to protect such information from being accessible through other means available to the public."*).</p> <p><input type="checkbox"/> Juvenile probation officer or supervisor, detention superintendent, assistant detention superintendent, juvenile detention officer I or II, juvenile detention officer supervisor, juvenile residential officer or supervisors I or II, juvenile counselor or supervisor, human services counselor administrators, senior human services counselor administrators rehabilitation therapist, and social services counselor of the Dept. of Juvenile Justice.*</p> <p><input type="checkbox"/> Law enforcement personnel including correctional officers and correctional probation officers.*</p> <p><input type="checkbox"/> Prosecutor (includes state attorney, assistant state attorney, statewide prosecutor, assistant statewide prosecutor). *</p> <p><input type="checkbox"/> Public defenders and criminal conflict and civil regional counsel (includes assistant public defenders, assistant criminal conflict and assistant civil regional counsel).*</p> <p><input type="checkbox"/> U.S. attorney or assistant attorney, U.S. appellate judge, U.S. district court judge and U.S. magistrate (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*</p> <p><input type="checkbox"/> Victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery or domestic violence. (Attach official verification that crime occurred.). This is only a 5-year exemption. **</p> <p><input type="checkbox"/> County Tax Collector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public."*).</p> <p><input type="checkbox"/> Other (list applicable statute): _____</p> |
|---|---|

**Printed Name:** \_\_\_\_\_

**Residence Address (City, State, Zip):** \_\_\_\_\_

**Prior/Current Position** (for purpose of claiming exemption): \_\_\_\_\_ **Years Held:** \_\_\_\_\_

**Description of Position:**

Signature _____	Date _____
<small>If request is submitted instead by the person's employing agency, complete the following:</small>	
Agency: _____	Name/title _____
Signature: _____	Date _____

*To request an exemption for your spouse or child's identifying information and address, please submit a separate sheet with the name, date of birth, and relationship. \*Available to both current and former employees. \*\*Florida law does not make this exemption applicable to the spouse or child of a donor or victim.*

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**  
**USER PERMIT FOR RECREATION CENTER: BANQUET ROOM(S)**

**NOTE TO STAFF:** This form may contain confidential or exempt information. Please do not disclose its contents without first consulting the District Manager.

**PRIVACY NOTICE:** Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose part or all of the information you submit to us.

Name \_\_\_\_\_ Date of Event: \_\_\_\_\_

Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Intended Use: \_\_\_\_\_ Estimated Age Group: \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_ Hours: from: \_\_\_\_\_ to \_\_\_\_\_  
(available from 7am – closing; including set-up/clean-up)

**Please check the room you would like to reserve.**

- ☐ Cypress Room (549 sq. ft.; max: 35 people): **\$350/4 hours**
- ☐ Magnolia Room (691 sq. ft.; max: 45 people): **\$350/4 hours**
- ☐ Add pool use: **\$50/10 guests/4 hours** (#of guests: \_\_\_\_\_)

**Set-up Requests**

**AV Equipment** (Please make an appointment with staff to make sure your electronics are compatible)

- ☐ AV Equipment for Cypress Room: Screen & Projector
- ☐ AV Equipment for Magnolia Room: TV/DVD

**Requested room set up:** (Includes tables & chairs only; District does not provide linens)

- ☐ Dining (round tables & chairs) ☐ Classroom (rectangular tables & chairs)
- ☐ Theater (chairs only) ☐ U-shaped rectangular

**Food & Beverage Requests:** (All alcoholic beverages **MUST** be provided through the District. Special requests or outside catering must be coordinated with the General Manager at least 14 days in advance of the reservation. A District representative will be in touch to discuss cost.)

- ☐ Catering (Outside) ☐ Catering (District) ☐ Beer/Wine (Available through the District ONLY)

**Other Requests**

- ☐ Entertainment ☐ On-site childcare (minimum of 8 children required; 3mos-12 yrs)

**\*RESERVATION:** To reserve your event date, please submit the following to the Lifestyle Director of the Avenir Community Development District ("District"):

- A completed User Permit Form
- A check or credit card authorization for the refundable Cleaning/Damages Deposit, in the amount of \$250
- A separate check or credit card authorization for (50%) of the rental fee (balance due by the date of the rental).

**\*USAGE:** Only District Patrons (as defined in the District's policies) may rent the Banquet Rooms. The renter must be 21 years of age or older and must be on-site during the rental function. Any function for those younger than 21 years old must have adult supervision; adult is responsible for all terms of this Permit. **Initial** \_\_\_\_\_

**\*ADVERTISING:** All advertising naming the District Recreation Center (or any derivation of) must include the following statement in legible font: "This is not a AVENIR CDD sponsored or endorsed event." **Initial** \_\_\_\_\_

**\*ALCOHOL USAGE:** The District holds a current license from the Division of Alcoholic Beverages to serve beer, wine, and wine-based products. All alcoholic beverages consumed at the District Recreation Facility, either individually, during special events, or catered events, must be purchased from the District. Any violation will constitute potential cause for immediate shut-down of party/event with NO REFUNDS. **Initial** \_\_\_\_\_

**Please read and initial below as your agreement:**

- \_\_\_\_\_ The Recreation Center, and the property surrounding it, is a **NON**-smoking facility. Please advise your guests of this policy. Any violations will subject the renter to a forfeit of the Damages Deposit.
- \_\_\_\_\_ Room decorations shall not to leave any marks on walls, floors or ceilings. Failure to comply may result in a forfeit of the Damages Deposit and other charges.
- \_\_\_\_\_ The District Banquet Rooms are not to be used for any illegal or illicit activities; or to include anything that could be deemed lewd, offensive, or pornographic.
- \_\_\_\_\_ Pool use is only permitted in connection with a banquet room rental if the additional pool use fee is paid. No wet or damp guests are allowed to enter or re-enter Banquet premises until **COMPLETELY** dry. Violations will subject the renter to a forfeit of the Damages Deposit.
- \_\_\_\_\_ Additional event staffing fees apply to events on weekends and after 5 pm on weekdays.
- \_\_\_\_\_ Proof of insurance for any outside vendors must be provided to Recreation Director 14 days in advance of reservation, if required.
- \_\_\_\_\_ The District reserves the right to deny or cancel any application based on safety, site capacity, scheduling considerations, weather, potential for community disturbance, public health concerns, or other issues impacting the community.

**\*INDEMNIFICATION AND WAIVER**

I personally agree to indemnify, defend and hold harmless the Avenir Community Development District (the “District”) and its supervisors, officers, directors, staff, relevant agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of any facility or amenity or other property owned or operated by the District (the “Facilities”), and, if alcohol is to be permitted, arising out of or in connection with the consumption or provision of alcohol, including litigation or any appellate proceedings with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity or limits of liability beyond any limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other law.

I have read, understand and agree to abide by all policies and rules of the District governing the District’s Facilities. Failure to adhere to the District’s Policies and rules may result in the suspension or termination of my privileges to use the facilities and forfeiture of all of my deposits. **I also understand that I am financially responsible for any damages caused by me, my family members, or my guests.** If requested, I will obtain an event insurance policy naming the District, and its agents, supervisors, officers, directors, employees and staff as additional insured.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**AVENIR COMMUNITY DEVELOPMENT DISTRICT  
BANQUET ROOMS FEES AND CHARGES**

**Rental Fee:**    ☐ Magnolia Room: **\$350**/4 hours  
                      ☐ Cypress Room: **\$350**/4 hours  
                      ☐ Add pool usage: **\$50**/10 guests/4 hours  
**Total Rental Fee:** \$ \_\_\_\_\_  
50% due at time of reservation; 50% due by date of rental

**Staffing Fee:**    (applies on weekends and after 5 pm on weekdays)  
                      ☐ **\$25**/hour x \_\_\_\_\_ hours  
**Total Staffing Fee:** \$ \_\_\_\_\_

**Refundable Cleaning/Damage Deposit: \$350**  
*Please pay by separate check or credit card transaction at time of reservation.*

If paying by check, please indicate your Deposit check preference:    ☐ District to Destroy    ☐ User to Pick Up

*The Cleaning/Damage Deposit check may be picked up only after the post-party checklist is completed and District staff have confirmed there are no cleaning/damage expenses; otherwise, if there are no cleaning/damages expenses and the user has selected "District to Destroy," the check will be shredded within two (2) business days after the conclusion of the event.*

**Refund/Cancellation Policy:**  
***Up to 30 days before event:*** Full refund of the Rental Fee, Staffing Fee, and Cleaning/Damage Deposit.  
***Fewer than 30 days before event:*** Full refund of the Cleaning/Damage Deposit and Staffing Fee. Refund of Rental Fee minus 50% cancellation fee. **INITIAL** \_\_\_\_\_

**Payment Terms:**  
***Check:*** For those paying with check(s), make check(s) payable to the Avenir Community Development District. ***Credit Card:*** For those paying with Credit Card, please provide District Staff with the Credit Card Information set forth in the Credit Card Authorization section below. In the event the Deposit is made with a Credit Card, a hold may be placed on your card account for the full anticipated amount to be owed. Holds may not be released for ninety-six (96) hours from that certain date that is one (1) business day after the event concludes or longer at the discretion of your card issuer. **INITIAL** \_\_\_\_\_

**Office Use Only:**

**Cleaning/Damage Deposit: \$250**

Payment Method: ☐ Check # \_\_\_\_\_ ☐ Credit Card  
Received: Date \_\_\_\_\_ INITIAL \_\_\_\_\_

**Staffing Fee (if applicable): \$ \_\_\_\_\_**

Payment Method: ☐ Check # \_\_\_\_\_ ☐ Credit Card  
Received: Date \_\_\_\_\_ INITIAL \_\_\_\_\_

**Rental Fee: \$ \_\_\_\_\_**

Payment Method: ☐ Check # \_\_\_\_\_ ☐ Credit Card  
Deposit Received: Date \_\_\_\_\_ INITIAL \_\_\_\_\_  
Balance Received: Date \_\_\_\_\_ INITIAL \_\_\_\_\_

District Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

### CREDIT CARD AUTHORIZATION

Please complete all fields. You may cancel this authorization, consistent with the form and policies, at any time by contacting AVENIR CDD. This authorization will remain in effect until cancelled.

Credit Card Information			
Card Type:	<input type="checkbox"/> MasterCard	<input type="checkbox"/> VISA	<input type="checkbox"/> Discover <input type="checkbox"/> AMEX
	<input type="checkbox"/> Other _____		
Cardholder Name (as shown on card): _____			
Card Number: _____			
Expiration Date (mm/yy): _____			
Cardholder ZIP Code (from credit card billing address): _____			

I, \_\_\_\_\_, authorize Avenir Community Development District or its designee to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

\_\_\_\_\_  
Cardholder Signature

\_\_\_\_\_  
Date

**PRIVACY NOTICE:** Pursuant to Section 119.071, Florida Statutes, bank account numbers and debit, charge, and credit card numbers held by the District are exempt and may be withheld from any disclosure the District makes as the result of a public records request.

**EXEMPT STATUS**

Is any of the personal information that you have provided on this form, including, but not limited to, identity, address, and telephone number, exempt from disclosure under Florida law?

☐ YES ☐ NO

If you checked "YES," please explain which exemption you qualify for:

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If you checked "YES," please provide a written request for such exemption to District staff at the following address:

Avenir Community Development Districtc/o Special District  
Services, Inc.  
2501 A Burns Road  
Palm Beach Gardens, FL, 33410  
Attn: District Manager  
-or-  
[jpierman@sdsinc.org](mailto:jpierman@sdsinc.org)



**AVENIR COMMUNITY DEVELOPMENT DISTRICT  
USER PERMIT FOR PAVILIONS**

**NOTE TO STAFF:** This form may contain confidential or exempt information. Please do not disclose its contents without first consulting the District Manager.

**PRIVACY NOTICE:** Under Florida's Public Records Law, Chapter 119, *Florida Statutes*, the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose part or all of the information you submit to us.

Name: \_\_\_\_\_ Card #: \_\_\_\_\_ Date of Event: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Intended Use: \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_ Hours: from \_\_\_\_\_ to \_\_\_\_\_  
(Available from 9am-6pm; 4-hour max, including set up/clean up)

**Please check the facility you would like to reserve.**

- ☐ Recreation Center Pool Pavilion, single - \$75/4 hours  
☐ Recreation Center Pool Pavilion, double - \$150/4 hours

**\*RESERVATION:** To reserve your event date, please submit the following to the Recreation Director of the Avenir Community Development District ("District"):

- A completed User Permit Form
- A check or credit card authorization for the Cleaning/Damages Deposit, in the amount of \$350
- A separate check or credit card authorization for the rental fee

**\*USAGE:** Only District Patrons (as defined in the District's policies) may rent a Pavilion. The renter must be twenty-one (21) years of age or older and must be on-site during the rental event. Any event for those younger than twenty-one (21) years old must have adult supervision, and the adult is responsible for all terms of this Permit. **Initial** \_\_\_\_\_

**\*ADVERTISING:** All advertising naming the Avenir CDD (or any derivation of) must include the following disclaimer in legible font: "This event is not sponsored or endorsed by the Avenir Community Development District." **Initial** \_\_\_\_\_

**Please read and initial below:**

- \_\_\_\_\_ No mylar balloons are allowed on premises due to electrical hazard.
- \_\_\_\_\_ No open burning and no campfires are allowed at District Facilities.
- \_\_\_\_\_ The pavilions shall not be used for any illegal or illicit activities; or to include anything that could be deemed lewd, offensive, or pornographic.
- \_\_\_\_\_ The District reserves the right to deny any application or cancel any scheduled event based on safety, site capacity, scheduling considerations, potential for community disturbance, or public health concerns.

**\*INDEMNIFICATION AND WAIVER**

I personally agree to indemnify, defend and hold harmless the Avenir Community Development District (the “District”) and its supervisors, officers, directors, staff, relevant agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with the use of any facility or amenity or other property owned or operated by the District (the “Facilities”), and, if alcohol is to be permitted, arising out of or in connection with the consumption or provision of alcohol, including litigation or any appellate proceedings with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity or limits of liability beyond any limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other law.

To the extent my use of the Facilities involves the use of bounce houses, inflatables, obstacle courses, or other recreational or yard game equipment, I understand that participation in such activities involves risk, danger, and hazards that may cause serious personal injury or death, and that injuries are a common and ordinary occurrence, and as such agree to indemnify and hold harmless the Indemnitees from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for injuries, death, or property damage of any nature arising out of or in connection with such activities.

I have read, understand and agree to abide by all policies and rules of the District governing the District’s Facilities. Failure to adhere to the District’s Policies and rules may result in the suspension or termination of my privileges to use the facilities and forfeiture of all of my deposits. **I also understand that I am financially responsible for any damages caused by me, my family members, or my guests.** If requested, I will obtain an event insurance policy naming the District, and its agents, supervisors, officers, directors, employees and staff as additional insured.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

AVENIR COMMUNITY DEVELOPMENT DISTRICT

PARK PAVILION RENTAL  
FEES AND CHARGES

**Rental Fee:** ☐ Plantation Park Pavilion - \$75/4 hours

**Total Rental Fee:** \$ \_\_\_\_\_

**Refundable Cleaning/Damage Deposit: \$250**

*Please pay by separate check or credit card transaction at time of reservation.*

If paying by check, please indicate your Deposit check preference: ☐ District to Destroy ☐ User to Pick Up

*The Cleaning/Damage Deposit check may be picked up only after the post-party checklist is completed and District staff have confirmed there are no cleaning/damage expenses; otherwise, if there are no cleaning/damages expenses and the user has selected "District to Destroy," the check will be shredded within two (2) business days after the conclusion of the event.*

**Refund/Cancellation Policy:**

**Up to 48 hours before event:** Full refund of the Rental Fee and Cleaning/Damage Deposit.

**Fewer than 48 hours before event:** Full refund of the Cleaning/Damage Deposit. No refund of Rental Fee. **INITIAL** \_\_\_\_\_

**Payment Terms:**

**Check:** For those paying with check(s), make check(s) payable to the Avenir Community Development District. **Credit Card:** For those paying with Credit Card, please provide District Staff with the Credit Card Information set forth in the Credit Card Authorization section below. In the event the Deposit is made with a Credit Card, a hold may be placed on your card account for the full anticipated amount to be owed. Holds may not be released for ninety-six (96) hours from that certain date that is one (1) business day after the event concludes or longer at the discretion of your card issuer. **INITIAL** \_\_\_\_\_

**Office Use Only:**

**Cleaning/Damage Deposit: \$250**

Payment Method: ☐ Check # \_\_\_\_\_ ☐ Credit Card

Received: Date \_\_\_\_\_ INITIAL \_\_\_\_\_

**Rental Fee: \$ \_\_\_\_\_**

Payment Method: ☐ Check # \_\_\_\_\_ ☐ Credit Card

Received: Date \_\_\_\_\_ INITIAL \_\_\_\_\_

District Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

### CREDIT CARD AUTHORIZATION

Please complete all fields. You may cancel this authorization, consistent with the User Permit Form and District policies, at any time by contacting the Avenir Community Development District. This authorization will remain in effect until cancelled.

Credit Card Information				
Card Type:	<input type="checkbox"/> MasterCard	<input type="checkbox"/> VISA	<input type="checkbox"/> Discover	<input type="checkbox"/> AMEX
	<input type="checkbox"/> Other _____			
Cardholder Name (as shown on card): _____				
Card Number: _____				
Expiration Date (mm/yy): _____				
Cardholder ZIP Code (from credit card billing address): _____				

I, \_\_\_\_\_ authorize Avenir Community Development District or its designee to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

\_\_\_\_\_  
Cardholder Signature

\_\_\_\_\_  
Date

**PRIVACY NOTICE:** Pursuant to Section 119.071, *Florida Statutes*, bank account numbers and debit, charge, and credit card numbers held by the District are exempt and may be withheld from any disclosure the District makes as the result of a public records request.

### EXEMPT STATUS

Is any of the personal information that you have provided on this form, including, but not limited to, identity, address, and telephone number, exempt from disclosure under Florida law?

☐ YES ☐ NO

If you checked "YES," please explain which exemption you qualify for:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you checked "YES," please provide a written request for maintenance of such exemption to District staff at the following address:

Avenir Community Development District/o Special District  
Services, Inc.  
2501 A Burns Road  
Palm Beach Gardens, FL, 33410  
Attn: District Manager  
-or-  
jpierman@sdsinc.org

**AVENIR CDD**  
**ALCOHOL INSURANCE MATRIX**

	<b>BYOB (Informal Gatherings)</b>	<b>BYOB Patrons and/or Guests (Rental Events)</b>	<b>Served Patrons and/or Guests (Rental Events)</b>	<b>Sold Patrons and/or Guests (Rental Events)</b>
<b>Permitted (Aquatic Facilities)</b>	Yes	Yes	Yes, but only if a licensed bartender/caterer is hired	Yes, but only if a licensed bartender/caterer is hired
<b>Permitted (Recreation Center)</b>	No. All alcohol must be purchased through the Café.	No. All alcohol must be purchased through the Café.	No. All alcohol must be purchased through the Café.	No. Alcohol may only be sold/purchased through the Café.
<b>Insurance</b>	None. However, to the extent there are more than ten people present and alcohol is going to be consumed, renter is responsible for appropriate party staffing through the District.	Homeowner's Insurance Rider/Endorsement providing special event coverage with alcohol endorsement or required hiring of appropriate party staffing through the District WITH waivers executed by nonresidents.	Event liability insurance: <ul style="list-style-type: none"> <li>• \$250,000 property damage;</li> <li>• \$1,000,000 personal injury,</li> <li>• Alcohol rider</li> <li>• District named as additional insured</li> </ul> Requisite staffing levels required.	Event liability insurance: <ul style="list-style-type: none"> <li>• \$250,000 property damage;</li> <li>• \$1,000,000 personal injury,</li> <li>• Alcohol rider</li> <li>• District named as additional insured</li> </ul> Requisite staffing levels required.
<b>Admission Fee Permitted</b>	No	No	Admission fee only for District sponsored events w/District approval	Admission fee only for District sponsored events w/District approval

Notes:

1. The insurance requirements in this chart may only be altered after consultation with the District Manager and/or District Counsel and NOT by Amenity Management.

EXHIBIT “B”  
CLUB SCHEDULE

## Avenir Community Development District Fee Schedule FY 2021-2022

CATEGORY	AMOUNT
ANNUAL MEMBER CLUB FEE – Non-Residents	\$2,500.00
LEASE APPLICATION PROCESSING FEE	\$50.00
MEMBERSHIP CARD/FOB REPLACEMENT FEE	\$25.00
INDIVIDUAL HOUSEGUEST PASS	\$40.00
FAMILY HOUSEGUEST PASS	\$75.00
<b>CLUB RENTAL FEES AND DEPOSITS</b>	
MULTI-PURPOSE ROOM – Non-Refundable Fee	\$350.00
MULTI-PURPOSE ROOM – Refundable Fee	\$350.00
CLEANING FEE – Per Hour	\$40.00
MULTI-PURPOSE ROOM – Hourly Fee For Extended Hours	\$40.00
GUARD FEE – Per Hour	\$45.00
SINGLE POOL PAVILLION – Non-Refundable Fee (4 Hours)	\$150.00
DOUBLE POOL PAVILLION – Non-Refundable Fee (4 Hours)	\$300.00
POOL PAVILLION – Refundable Fee	\$250.00
TENNIS COURT (2 hours)	\$4.00



**HSQ GROUP, INC.**  
**Engineers • Planners • Surveyors**  
1001 Yamato Road, Suite 105  
Boca Raton, Florida 33431  
(561) 392-0221 Phone • (561) 392-6458 Fax

November 18, 2021

Mr. Manuel M. Mato  
**AVENIR COMMUNITY DEVELOPMENT DISTRICT**  
550 Biltmore Way, Suite 1110  
Miami, FL 33134  
Phone: (305) 447-7494  
Fax: (561) 828-0440

**Supplemental Agreement 10**

**NORTH LAKE BLVD. (CONCONUT BLVD to SR 7)**  
**(Structural reanalyzes for the span wire and redesign of the signal at Aviner Dr )**

Dear Mr. Manny Mato:

The purpose of this Supplemental Agreement to the original scope is as follows:

**1- Structural re-analyses for the span wire signal at Coconut Blvd/Northlake Blvd (\$1,550)**

The scope of services for this item is related to reanalyzing the span wire signal. The interim design that was done which is to provide a temporary span wire was based on two westbound lanes at the intersection. Later on, it was requested that HSQ add a third lane for the westbound traffic which resulted in the need to move the signal concrete pole located at the northeast corner to the north.

**2- Redesign of the signal at Aviner Dr (\$8,500)**

The original design of this signal was based on video detection as per the county's standards at the time of the design. Now the county requests the signal be loops detection instead. The scope of services will be to revise the signal plan from video detection system to loops detection. Pull boxes, leading wires, revising the plans and quantities will be part of this revision in accordance with Palm Beach County Standards

The total design fee for this supplemental agreement is \$10,050

This Supplemental Agreement will be made part of the original agreement.

**Acceptance of Proposal:**

By: **HSQ Group, Inc.**

Signed: Nour Shehadeh  
Name: Nour Shehadeh, PE  
Title: Vice President  
Date: 11/18/2021

By: **Avenir Community Development District**

Signed: Virginia Cepero  
Name: Virginia Cepero  
Title: Chair  
Date: 11/19/2021





Complete Property Maintenance  
4101 Vinkemulder Rd.  
Coconut Creek, FL 33073

Office: (954) 973-3333 | Fax: (954) 979-1424

*"Beautifying South Florida Since 1977"*

# Irrigation Proposal

Avenir Community Development District c/o Special District Services 2501 A Burns Rd Palm Beach Gardens, FL 33410 Attn.: Carlos J. Ballbé, P.E., LEED ® A.	Date		Proposal #
	1/6/2022		37998
	TB	CPM Rep	RE:
	DM	JSO	See Below
Description	Quantity	Cost	Proposal Total
<p><b>* SCOPE OF WORK *</b></p> <p>(1) General pump station cleaning - Exterior/Interior = Pressure wash/Vacuum</p> <p>(2) Inspect hydraulic connections and check for proper torque</p> <p>(3) Lubricate centrifugal pump bearings and inspect pump shaft seal for wear / leaks</p> <p>(4) Inspect fan, heater and pressure transducer / gauges and clean air filters</p> <p>(5) Inspect / torque electrical connections on pump controls</p> <p>(6) Test-run pump system to ensure proper operations from min. to max. flows</p> <p>(7) Confirm Variable Frequency Drive (VFD) parameters and tune as required</p> <p>(8) Pressure clean and inspect Auto-Flush Filter System (if equipped)</p> <p>(9) Inspect pump intake / discharge system, cleaning intake screen as needed</p> <p><b>* NOTES *</b></p> <p>(1) Scope of work is limited to inspection of the pump system and warranty repairs</p> <p>(2) Additional repairs identified during each inspection must be authorized by customer</p> <p>(3) SiteOne will document each inspection with a completed check list</p> <p>(4) SiteOne is not responsible for electrical surge or existing damage caused by neglect</p>			
OTHER SPECIFICATIONS: Although Contractor will use due care, Contractor is not responsible for plants, bushes, shrubs, hedges, etc. that are planted around trees that are being installed, trimmed or removed. Also, Contractor is not responsible for underground utilities, cable TV or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. Any and all permits to be obtained shall remain the responsibility of the H.O.A. or Homeowner. Any damages must be inspected and approved by the Contractor for repair before compensation will be made.			<b>Proposal Total</b>

Signature \_\_\_\_\_

This Proposal may be withdrawn by CPM if not accepted within 30 days. The above prices, specifications and conditions are satisfactory and hereby accepted. We are authorized to do work as specified. Payment will be made according to Terms. Please do not make your payment from this proposal.



Complete Property Maintenance  
4101 Vinkemulder Rd.  
Coconut Creek, FL 33073

Office: (954) 973-3333 | Fax: (954) 979-1424

"Beautifying South Florida Since 1977"

# Irrigation Proposal

Avenir Community Development District c/o Special District Services 2501 A Burns Rd Palm Beach Gardens, FL 33410 Attn.: Carlos J. Ballbé, P.E., LEED ® A.	Date		Proposal #
	1/6/2022		37998
	TB	CPM Rep	RE:
	DM	JSO	See Below

Description	Quantity	Cost	Proposal Total
(5) Preventative Maintenance intervals shall be adjusted based on changes in site conditions (6) SiteOne is not responsible for water source quality (i.e. debris, pH, staining and etc) (7) SiteOne will respond within 36 hrs. (week days) to service requests outside of this agreement  Service Agreement Price Per Visit - Price Also Includes Drive Watch - Add \$600 for Intake Filter Cleaning - Requires Boat & 2 Men *** SERVICES PROVIDED OUTSIDE ABOVE SCOPE OF WORK WILL BE BILLED AT A \$150 / HOUR RATE - PARTS ARE NOT INCLUDED ***  An initial inspection shall occur on _____ and subsequent inspections will continue every 3 months thereafter. Termination of this agreement by either party but be in writing and a minimum of 30 days prior to the next inspection.		750.00	750.00

OTHER SPECIFICATIONS: Although Contractor will use due care, Contractor is not responsible for plants, bushes, shrubs, hedges, etc. that are planted around trees that are being installed, trimmed or removed. Also, Contractor is not responsible for underground utilities, cable TV or sprinkler related materials (pipes, valves, etc.) due to the fact that we cannot determine their location. Any and all permits to be obtained shall remain the responsibility of the H.O.A. or Homeowner. Any damages must be inspected and approved by the Contractor for repair before compensation will be made.	<b>Proposal Total</b>	<b>\$750.00</b>
--	-----------------------	-----------------

Signature \_\_\_\_\_

This Proposal may be withdrawn by CPM if not accepted within 30 days. The above prices, specifications and conditions are satisfactory and hereby accepted. We are authorized to do work as specified. Payment will be made according to Terms. Please do not make your payment from this proposal.

Woman Owned Small Business Enterprise  
www.signarama-npb.com  
Licensed Palm Beach County Sign Contractor #U22244  
Licensed Broward County Sign Contractor # 19-SE21530-R

Payment Terms: No Term Customer

Created Date: 1/11/2022

**DESCRIPTION:** Reflective No Trespassing Signs for Lake

**Bill To:** Avenir CDD, c/o SDS  
2501A Burns Rd  
Palm Beach Gardens, FL 33410  
US

**Pickup At:** SIGNARAMA - North Palm Beach  
802 Old Dixie Hwy  
Suite 3  
Lake Park, FL 33403  
US

**Requested By:** Jason Pierman  
Email: jpierman@sdsinc.org  
Work Phone: (561) 630-4922  
Cell Phone: (561) 818-8066

**Salesperson:** Lisa Marder  
Email: lisa@sar-npb.com  
Work Phone: (561) 845-7339  
Cell Phone: (561) 666-7986  
Entered By: Lisa Marder

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	<p>Reflective Sign</p> <p>Size: W: 18" x H:24 "</p> <p>2" Letters high</p> <p>Includes 2" Sq Painted Aluminum Posts with Pyramid Finial Cap. Black.</p> <p>To Read: WARNING! (SHERIFF BADGE) NO TRESPASSING PROHIBIDO LA ENTRADA PALM BEACH COUNTY SHERIFF'S OFFICE F.S.S. 810.09 AVENIR Community Development District</p> <p>Customer MUST approve prior to fabrication</p>	100	\$235.00	\$23,500.00
2	<p>Installation</p> <p>Installation is \$75 per sign, as needed.</p> <p>Quantity to be determined.</p>	1	\$0.00	\$0.00

Estimate is based upon information provided by the customer. The design details, materials, sizes, and colors used are as specified in this estimate. Customer changes after final proof approval will result in a change to the final price.

<b>Subtotal:</b>	\$23,500.00
<b>Taxes:</b>	\$0.00
<b>Grand Total:</b>	\$23,500.00
<b>Deposit Required:</b>	\$11,750.00

DUE TO RECENT ECONOMIC CONDITIONS, PRICES QUOTED ARE GUARANTEED FOR 14 DAYS, AFTER WHICH PRICES MAY BE ADJUSTED FOR FLUCTUATIONS IN WHOLESALE PRICES.

\*\* ALL DEPOSITS ON NEW ORDERS ARE NON-REFUNDABLE \*\*  
BALANCE IS DUE BEFORE OR UPON INSTALLATION

\*\*\* PROCESSING FEE FOR CREDIT CARD PAYMENTS. In order to not increase our prices across the board, there will now be a 3.5% processing fee for all credit card payments. The fee will be reflected in the credit card receipt, not on our invoice. \*\*\*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Certified Woman Owned Small Business Enterprise**  
**Prices shown on estimates are guaranteed for 14 days.**

Art Proof

Client: AVENIR Community Development District - Reflective Sign - 16031

SIGNARAMA NORTH PALM BEACH

Licensed & Insured Sign Contractor Lic # U-22244

561-845-7339

802 Old Dixie Highway, Suite 3

Lake Park, Florida 33403

signarama-npb.com

DESIGNER:

YV

Sales Rep:

RZ



Size: W:18" x H:24" - Reflective Sign

PROOF:  
01/17/22

1

Please review Art for accuracy in:  
Dimension • Layout • Spelling • Color

ALL ARTWORK IS THE PROPERTY OF SIGNARAMA NORTH PALM BEACH  
AND MAY NOT BE REPRODUCED IN ANY FORMAT WITHOUT THE WRITTEN  
CONSENT OF SIGNARAMA NORTH PALM BEACH.

© 2021 Signarama



- ☐ I HAVE REVIEWED THIS PROOF AND HAVE APPROVED IT FOR PRODUCTION.
- ☐ CHANGES ARE REQUIRED BEFORE THIS CAN BE APPROVED FOR PRODUCTION.  
AFTER 3 CHANGES, EACH ADDITIONAL CHANGE WILL HAVE A FEE OF \$ 45.00

SIGNATURE / DATE: \_\_\_\_\_

Approval states that contents of this proof are correct and the responsibility of the client  
DUE TO VARIANCE IN PRINTING AND SCREEN CALIBRATION THE COLORS SHOWN MAY NOT REFLECT ACTUAL COLORS.

## **PRELIMINARY ENGINEERING AGREEMENT**

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of \_\_\_\_\_, 20\_\_\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and **AVENIR COMMUNITY DEVELOPMENT DISTRICT** (“Agency”).

### **EXPLANATORY STATEMENT**

1. Agency wishes to facilitate the development of the proposed **Youth Camp Crossing Closure; Department of Transportation Crossing Inventory Number 628094S; Railroad Milepost Number SX 953.35; New Crossing Coconut Blvd; New full depth asphalt / rubber crossing surface; New crossing warning devices; located in Palm Beach Gardens, Palm Beach County, FL; Florida Zone; Auburndale Subdivision** (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and incorporate by reference, the parties agree as follows:

#### 1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
3. Reimbursement of CSXT Expenses.
  - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).
  - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **Forty-six thousand six hundred thirty-eight dollars and zero cents (\$46,638.00)** (the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
  - 3.3. Payment Terms.
    - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the CSXT Schedule PA form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
    - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight



carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.  
500 Water Street, J301  
Jacksonville, Florida 32202  
Attention: Scott Willis – Public Projects Manager

If to Agency: Avenir Community Development District  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
Attention: Jason Pierman – District Manager

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the **State of Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Palm Beach County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Palm Beach County, Florida.

**BY SIGNING THIS AGREEMENT**, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **October 27, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CSX TRANSPORTATION, INC.**

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

Scott Willis

Public Projects Manager

## **CSXT Schedule PA**

(Advance Payment – Preliminary Engineering Agreement)

### **PAYMENT SUBMISSION FORM**

#### **PROJECT INFORMATION**

**CSX OP No.:** **TBD**

**Description:** **Palm Beach Gardens, Palm Beach County, FL; Youth Camp Crossing Closure; 628094S; SX 953.35;  
New Crossing Coconut Blvd; (proposed DOT to be assigned); Florida Zone; Auburndale Sub**

**Agreement Amount: \$46,638.00**

\*\*\*\*\*

Payment is hereby provided in accordance with the terms of Section 3.3 Payment Terms of the Agreement dated \_\_\_\_\_, between Agency and CSXT.

\*\*\*\*\*

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

**CSX Transportation, Inc.  
P.O. Box 530192  
Atlanta, GA 30353-0192**

\*\*\*\*\*

**Payment due within ten (10) days of Agency's receipt of fully executed agreement**

\*\*\*\*\*

**(All information below to be completed by Agency providing Payment)**

Payment Date

Payment Amount

Check No.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

Date: \_\_\_\_\_

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

**Please send copy of check to:**

**CSX Transportation**

**Scott Willis**

**Project Manager – Public Projects**

**500 Water Street J-301**

**Jacksonville, FL 32202**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## **WAIVER AND CONSENT**

This Waiver and Consent (the "Waiver and Consent") is made and entered into this \_\_\_\_ day of January 2022. The undersigned hereby represent and certify that they are each duly authorized and have full power to execute this Waiver and Consent on behalf of **RANGER CONSTRUCTION INDUSTRIES, INC. ("RANGER")** and **J.W. CHEATHAM, LLC ("CHEATHAM")**, respectively (each, a "Contractor" and collectively, the "Contractors").

### **BACKGROUND:**

The Avenir Community Development District (the "District"), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and by ordinance enacted by the City of Palm Beach Gardens, Florida, has proceeded with the solicitation for Construction Services pursuant to (1) a Request for Proposals for the Avenir Northlake Boulevard Phase One Project ("Phase 1") and (2) a Request for Proposals for the Avenir Northlake Boulevard Phase Two Project ("Phase 2").

The District, through the action of its Board of Supervisors, has either taken action to award, has awarded, or is expected to award the contracts for both Phase 1 and for Phase 2. RANGER and CHEATHAM each submitted proposals in response to the Requests for Proposal for Phase 1 and for Phase 2 (collectively, the "RFPs"). The District is of the opinion that the responses from RANGER and CHEATHAM to the RFPs contain minor or technical irregularities that can be waived by the District, which District opinion is not necessarily shared by either RANGER or CHEATHAM.

Based on a review of the responses, the District staff is recommending that certain minor or technical irregularities be waived with respect to the RFPs, that the contract for Phase 1 be awarded to RANGER, and that the contract for Phase 2 be awarded to CHEATHAM.

**FOR GOOD AND VALUABLE CONSIDERATION** the receipt and sufficiency of which are hereby acknowledged, RANGER and CHEATHAM hereby attest and agree to the following:

1. The information set forth in the Background as provided above is true and correct.
2. Provided that the District awards the Phase 1 contract to RANGER and awards the Phase 2 contract to CHEATHAM, each Contractor hereby waives any rights it may have now or in the future to protest, object to, or seek to overturn or modify any action(s) taken by the District to award contracts under the RFPs pursuant to the RFPs, any rules, policies, or procedures adopted or implemented by the District, or as otherwise provided under any applicable Florida Statute or law.
3. RANGER hereby consents and affirmatively states that it has no objection to the District awarding the contract for Phase 2 to CHEATHAM. CHEATHAM hereby consents and affirmatively states that it has no objection to the District awarding the contract for Phase 1 to RANGER.

4. The Contractors hereby release the District from any and all claims or demands whatsoever that either Contractor has or may have with respect to the solicitation of RFPs, the award of contracts pursuant to said RFPs, or pursuant to any applicable rule, ordinance, regulation or law pertaining to the execution of the proceedings and processes for soliciting the contraction work under said RFPs.

5. This Waiver and Consent shall be subject to and is contingent upon each Contractor executing the Waiver and Consent and the District awarding the Phase 1 contract to RANGER and awarding the Phase 2 contract to CHEATHAM.

6. By executing this Waiver and Consent, each Contractor hereby acknowledges and confirms that this Waiver and Consent shall bind any assigns and representatives of said Contractor, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE OR INITIATE ANY OTHER LEGAL PROCEEDINGS against the District, its officers, staff, and agents related to the solicitation of the RFPs and the award of contracts pursuant to said RFPs. This Waiver and Consent and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute concerning this Waiver and Consent shall be Palm Beach County, Florida. EACH CONTRACTOR HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS WAIVER AND CONSENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE AUTHORIZATION GRANTED AND EXPRESSED HEREIN BY EACH RESPECTIVE CONTRACTOR.

7. Nothing in this Waiver and Consent shall be construed as an admission of liability, responsibility, or wrongdoing on the part of the District or the Contractors, with the parties of this Waiver and Consent entering into the same to avoid the additional costs to all parties and the delays to the implementation and construction of Phase 1 and of Phase 2 that would likely result from protests, rejection of all bids and rebidding the construction work, and the possible legal proceedings.

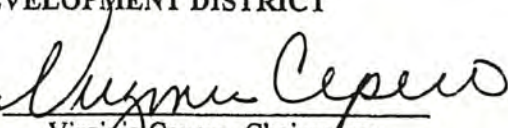
**THIS WAIVER AND CONSENT IS RECEIVED AND ACCEPTED BY:**

ATTEST:

  
Jason Pierman, Secretary

THE AVENIR COMMUNITY  
DEVELOPMENT DISTRICT

By:

  
Virginia Cepero, Chairperson  
Board of Supervisors

Date: 1/4, 2022

I HAVE READ THIS WAIVER AND CONSENT AND HEREBY ACKNOWLEDGE  
THAT I UNDERSTAND AND ACCEPT ALL OF THE TERMS AND CONDITIONS THEREIN

Witnesses:

J.W. CHEATHAM, LLC, a Florida limited  
liability company

Stephen P Cheatham  
Stephen P Cheatham  
Print Name

By: Thomas P. Whrig  
Thomas P. Whrig, President  
Print Name/Title

Eddie Giles  
Eddie Giles  
Print Name

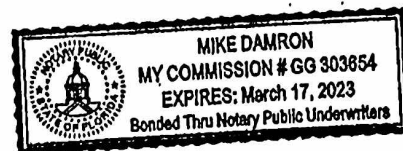
Date: January 3, 2022

STATE OF FLORIDA                    }  
COUNTY OF Florida                }

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, this 3 day of January, 2022, by Thomas P. Whrig  
as President of J.W. CHEATHAM, LLC, a Florida limited liability company, who is  
personally known to me or has produced \_\_\_\_\_ as identification and who being  
duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her  
knowledge.

[Signature]  
Notary Public

Commission:



IN WITNESS WHEREOF, the parties hereto execute this Waiver and Consent and further agree that it shall take effect as of the date first above written.

I HAVE READ THIS WAIVER AND CONSENT AND HEREBY ACKNOWLEDGE THAT I UNDERSTAND AND ACCEPT ALL OF THE TERMS AND CONDITIONS THEREIN

Witnesses:

Terry Jo Basher  
\_\_\_\_\_  
Terry Jo Basher  
Print Name  
Cristina Lolli  
\_\_\_\_\_  
CRISTINA LOLLI  
Print Name

**RANGER CONSTRUCTION  
INDUSTRIES, INC., a Florida  
corporation**

By: Jamie Timmings  
\_\_\_\_\_  
Jamie Timmings, Vice President  
Print Name/Title

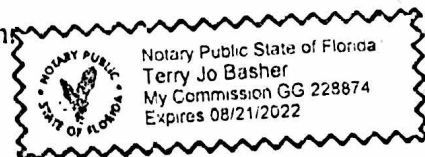
Date: January 4, 2022

STATE OF FLORIDA Palm Beach  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 4th day of January, 2022, by Jamie Timmings as Vice President of RANGER CONSTRUCTION INDUSTRIES, INC., a Florida corporation, who is personally known to me or has produced \_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Terry Jo Basher  
\_\_\_\_\_  
Notary Public

Commission



**CONSIDER AWARD OF CONTRACT FOR  
THE NORTHLAKE PHASE 2 PROJECT**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**



**CONSIDER AWARD OF CONTRACT FOR  
ARCHITECTURAL PROFESSIONAL  
SERVICES FOR THE COCONUT  
BOULEVARD ENTRANCE FEATURE  
PROJECT**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**



7027 SW 87 Ct, Miami, FL 33173 - (305) 246-3223 Fax (305) 246-0481

**Project: 1316 - Avenir Spine Road Phase 2 - Coconut Blvd. - Additional Material 06/10/2021 - CO #2**

Key	Product Description	Specs	Qty	Unit Cost	Total Cost
Add	Acalypha hispida/Chenille Plant (Shrubs & Ground)	3 Gal., 18" X 18"	15.00	\$10.00	\$150.00
Add	Acalypha wilkesiana/Copperleaf (Shrubs & Ground)	3 Gal., 24" X 18"	20.00	\$8.00	\$160.00
Add	Alcantarea imperialis/Bromeliad (Shrubs & Ground)	7 Gal., 24" X 24"	12.00	\$100.00	\$1,200.00
Add	Asparagus densiflorus 'Meyersii'/Foxtail Fern (Shrubs & Ground)	3 Gal., 12" X 12"	60.00	\$7.50	\$450.00
Add	Bursera simaruba/Gumbo Limbo (Trees & Palms)	12' Ht. X 5' Spr., 2.5' Cal.	2.00	\$250.00	\$500.00
Add	Bursera simaruba/Gumbo Limbo (Trees & Palms) (CO#3)	12' Ht. X 5' Spr., 2.5' Cal.	1.00	\$250.00	\$250.00
Add	Chrysobalanus icaco 'Red Tip'/Red Tip Cocoplum (Shrubs & Ground)	3 Gal., 18" X 12"	261.00	\$7.50	\$1,957.50
Add	Chrysobalanus icaco 'Red Tip'/Red Tip Cocoplum (Shrubs & Ground)	3 Gal., 18" X 12", Full to Base	420.00	\$7.50	\$3,150.00
Add	Coccoloba diversifolia/Pigeon Plum (Trees & Palms)	10' Ht. X 4' Spr.	8.00	\$275.00	\$2,200.00
Add	Crinum Americanum/Swamp Lily (CO#1)	3 Gal., 12" x 12"	716.00	\$9.00	\$6,444.00
Add	Delonix regia/Royal Poinciana (Trees & Palms)	12' Ht. X 5' Spr., 2.5" Cal.	2.00	\$400.00	\$800.00
Add	Delonix regia/Royal Poinciana (Trees & Palms)	12' Ht. X 5' Spr., 2.5" Cal.	4.00	\$400.00	\$1,600.00
Add	Duranta erecta 'Gold Mound'/Gold Mound Duranta (Shrubs & Ground)	7 Gal., 18" X 18"	50.00	\$25.00	\$1,250.00
Add	Evolvulus glomeratus 'Blue Daze'/Blue Daze (Shrubs & Ground)	1 Gal., 6" X 6"	138.00	\$4.50	\$621.00
Add	Hamelia patens/Fire Bush (Shrubs & Ground)	3 Gal., 18" X 18"	43.00	\$8.00	\$344.00
Add	Hibiscus rosa-sinensis 'Seminole Pink'/Seminole Pink Hibiscus (Shrubs & Ground)	7 Gal., 30" X 24"	15.00	\$30.00	\$450.00
Add	Ixora 'Nora Grant'/Nora Grant Ixora (Shrubs & Ground)	3 Gal., 12" X 12"	53.00	\$8.00	\$424.00
Add	Lagerstroemia indica 'Muskogee'/Muskogee Crape Myrtle (Trees & Palms)	12' Ht. X 5' Spr., 2.5" Cal., Multi	2.00	\$400.00	\$800.00
Add	Muhlenbergia capillaris/Pink Muhly Grass (Shrubs & Ground)	1 Gal., 16" X 16"	27.00	\$8.00	\$216.00
Add	Podocarpus macrophyllus/Yew Pine (Shrubs & Ground)	7 Gal., 36" X 18"	68.00	\$40.00	\$2,720.00
Add	Quercus virginiana / Southern Live Oak (Trees & Palms)	14' Ht. X 6' Spr., 3.5" Cal.	2.00	\$700.00	\$1,400.00
Add	Quercus virginiana / Southern Live Oak (Trees & Palms)	18' Ht. X 8' Spr., 4" Cal.	4.00	\$1,000.00	\$4,000.00
Add	Quercus virginiana / Southern Live Oak (Trees & Palms)	22' Ht. X 10' Spr., 5" Cal.	5.00	\$1,400.00	\$7,000.00
Add	Sabal palmetto/Cabbage Palmetto (Trees & Palms)	12-18' CT, Varying Hts., Slickm Straight Trunk, Hu	17.00	\$250.00	\$4,250.00
Add	St. Augustine Sod (Sod)	Square Feet	55,000.00	\$0.50	\$27,500.00
Add	St. Augustine Sod (Sod) - Additional Sod 8/6/2021	Square Feet	22,000.00	\$0.50	\$11,000.00
Add	Tradescantia spathacea 'Dwarf'/Dwarf Oyster Plant (Shrubs & Ground)	1 Gal., 6" X 6"	381.00	\$5.00	\$1,905.00
Add	Tripsacum floridanum/Dwarf Fakahatchee Grass (Shrubs & Ground)	3 Gal., 18" X 18"	492.00	\$7.50	\$3,690.00
Total Additions					\$86,431.50
Total Changes in Scope					\$86,431.50

**Notes:**

\*

Arazoza Brothers Corp.(Signature)

Date

Print Name & Title

Date

Approved By (Signature)

Date

Print Name & Title

Date



# PCCO #018

KAST Construction Company, LLC  
701 Northpoint Pkwy, Suite 400  
West Palm Beach, Florida 33407  
Phone: (561) 689-2910

**Project:** 20-007-01 - AVENIR CLUBHOUSE  
12255 Avenir Drive  
Palm Beach Gardens, Florida 33412  
Phone: 561-689-2910

## Prime Contract Change Order #018: PCO's #107- #110

<b>TO:</b>	<b>The Avenir Community Development District a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes</b> 2501 A Burns Road Palm Beach Gardens , Florida 33410	<b>FROM:</b>	<b>KAST CONSTRUCTION</b> 701 Northpoint Pkwy, Suite 400 West Palm Beach Florida 33407
<b>DATE CREATED:</b>	11/ 29 /2021	<b>CREATED BY:</b>	Sara Carroll (KAST CONSTRUCTION)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>	Virginia Cepero (The Avenir Community Development Distr)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	12/03 /2021	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>CONTRACT FOR:</b>	1:AVENIR CLUBHOUSE Prime Contract
<b>SCHEDULE IMPACT:</b>	0 days	<b>EXECUTED:</b>	No
<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>		<b>TOTAL AMOUNT:</b>	\$ 70,071.63
<b>DESCRIPTION:</b> To include previously approved PCO's			
<b>ATTACHMENTS:</b>			

### POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
107	RFI 037 Remaining Light Fix Installation and Material Costs	0 days	5,403.07
108	Added Duct Smoke/CO Detectors RFI 150	0 days	11,363.68
109	Add'l Code Req'd Signage	0 days	8,970.91
110	Drainage Chgs RFI 168	0 days	44,333.97
<b>TOTAL:</b>			<b>\$ 70,071.63</b>

### CHANGE ORDER LINE ITEMS:

#### PCO # 107 : RFI 037 Remaining Light Fix Installation and Material Costs

#	Cost Code	Description	Type	Amount
1	16-200 - LIGHT FIX/ACCESS CONTROL	All other Light fixture changes (materials only)	MATERIALS	(\$7,287.43)
2	16-100 - ELECTRICAL & DATA	Costs for ALL RFI 037 light fixture install changes	SUBCONTRACTOR	\$ 12,029.00
<b>Subtotal:</b>				<b>\$4,741.57</b>
<b>Insurance : 1.20 % of 17-025 - INSURANCE</b>				<b>56.90</b>
<b>Kast P&amp;P Bond : 1.00 % of 17-050 - Payment &amp; Performance Bond</b>				<b>47.98</b>
<b>SDI: 1.35 % of 17-005 - Subcontractor Default Ins</b>				<b>65.43</b>
<b>OH&amp;P: 10.00 % of 99-001 - Overhead Profit</b>				<b>491.19</b>
<b>Grand Total:</b>				<b>\$5,403.07</b>



# PCCO #018

## PCO # 108 : Added Duct Smoke/CO Detectors RFI 150

#	Cost Code	Description	Type	Amount
1	15-700 - HVAC	Furnish Duct Detectors as Per RFI 150	SUBCONTRACTOR	\$ 1,000.00
2	16-100 - ELECTRICAL & DATA	Install Duct Smoke and CO Detectors as per RFI 150	SUBCONTRACTOR	\$ 8,972.42
<b>Subtotal:</b>				\$9,972.42
Insurance : 1.20 % of 17-025 - INSURANCE				119.67
Kast P&P Bond : 1.00 % of 17-050 - Payment & Performance Bond				100.92
SDI: 1.35 % of 17-005 - Subcontractor Default Ins				137.61
OH&P: 10.00 % of 99-001 - Overhead Profit				1,033.06
<b>Grand Total:</b>				<b>\$11,363.68</b>

## PCO # 109 : Addtl Code Req'd Signage

#	Cost Code	Description	Type	Amount
1	10-904 - SIGNAGE	Additional Interior/Exterior Signage as per the Fire Inspector	SUBCONTRACTOR	\$ 4,617.25
2	10-904 - SIGNAGE	Additional Code required Signage as per the Fire Inspector	SUBCONTRACTOR	\$ 2,779.20
3	01-147 - PROJECT SIGN	Costs to print additional code required signage	OTHER	\$ 476.15
<b>Subtotal:</b>				\$7,872.60
Insurance : 1.20 % of 17-025 - INSURANCE				94.47
Kast P&P Bond : 1.00 % of 17-050 - Payment & Performance Bond				79.67
SDI: 1.35 % of 17-005 - Subcontractor Default Ins				108.63
OH&P: 10.00 % of 99-001 - Overhead Profit				815.54
<b>Grand Total:</b>				<b>\$8,970.91</b>

## PCO # 110 : Drainage Chgs RFI 168

#	Cost Code	Description	Type	Amount
1	02-300 - EARTHWORK	Regrading and sidewalk replacements	SUBCONTRACTOR	\$ 8,520.00
2	02-770 - UNDERGROUND UTILITIES	Drainage Rim and yard drains adjustments	SUBCONTRACTOR	\$ 8,352.59
3	02-770 - UNDERGROUND UTILITIES	Added Yard Drains (#37,38 & 39)	SUBCONTRACTOR	\$ 15,533.57
4	02-875 - PLAYGROUND EQUIPMENT	Regrading of Tot Lot #2 surface prep for added yard drains	SUBCONTRACTOR	\$ 6,500.00
<b>Subtotal:</b>				\$38,906.16
Insurance : 1.20 % of 17-025 - INSURANCE				466.87
Kast P&P Bond : 1.00 % of 17-050 - Payment & Performance Bond				393.73
SDI: 1.35 % of 17-005 - Subcontractor Default Ins				536.85
OH&P: 10.00 % of 99-001 - Overhead Profit				4,030.36
<b>Grand Total:</b>				<b>\$44,333.97</b>



PCCO #018

The original (Contract Sum)	\$ 10,117,140.00
Net change by previously authorized Change Orders	\$ 2,973,535.41
The contract sum prior to this Change Order was	\$ 13,090,675.41
The contract sum would be changed by this Change Order in the amount of	\$ 70,071.63
The new contract sum including this Change Order will be	\$ 13,160,747.04
The contract time will not be changed by this Change Order by 0 days	
The Revised Substantial Completion Date will be	

**Don Durante (RANDALL STOFFT  
ARCHITECTS)**

42 NORTH SWINTON AVE., SUITE 1  
DELRAY BEACH Florida 33444

DocuSigned by:

12/2/2021

163921AC45934A8...

SIGNATURE

DATE

**The Avenir Community Development  
District a local unit of special-purpose  
government established pursuant to  
Chapter 190, Florida Statutes**

2501 A Burns Road  
Palm Beach Gardens Florida 33410

DocuSigned by:

12/2/2021

87BACAF654C450...

SIGNATURE

DATE

**KAST CONSTRUCTION**

701 Northpoint Pkwy, Suite 400  
West Palm Beach Florida 33407

DocuSigned by:

12/2/2021

F2FF2F188FF9400...

SIGNATURE

DATE



PCO #107

KAST Construction Company, LLC  
701 Northpoint Pkwy, Suite 400  
West Palm Beach, Florida 33407  
Phone: (561) 689-2910

Project: 20-007-01 - AVENIR CLUBHOUSE  
12255 Avenir Drive  
Palm Beach Gardens, Florida 33412  
Phone: 561-689-2910

## Prime Contract Potential Change Order #107: RFI 037 Remaining Light Fix Installation and Material Costs

TO:	Avenir Development, LLC, a Florida limited liability company 777 S. Flagler Drive, STE 500 E West Palm Beach Florida, 33401	FROM:	KAST CONSTRUCTION 701 Northpoint Pkwy, Suite 400 West Palm Beach Florida, 33407
PCO NUMBER/REVISION:	107 / 0	CONTRACT:	1 - AVENIR CLUBHOUSE Prime Contract
REQUEST RECEIVED FROM:	Morgan Niznik (KAST CONSTRUCTION)	CREATED BY:	Sara Carroll (KAST CONSTRUCTION)
STATUS:	Pending - In Review	CREATED DATE:	11/16 /2021
REFERENCE:	RFI 037	PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	ACCOUNTING METHOD:	Amount Based
LOCATION:		TOTAL AMOUNT:	\$5,403.07
SCHEDULE IMPACT:	0 days		

POTENTIAL CHANGE ORDER TITLE: RFI 037 Remaining Light Fix Installation and Material Costs

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*  
Costs to resolve the long awaited response to RFI 037

Note: Costs for interior Custom Light fixtures as designed by The Decorator's Unlimited and approved in design by Owner.

### ATTACHMENTS:

[RSY RFI 037.pdf](#) [\\_Union Light CP90451.pdf](#)

#	Cost Code	Description	Type	Amount
1	16-200 - ACCESS CONTROL	All other Light fixture changes (materials only)	MATERIALS	(\$7,287.43)
2	16-100 - ELECTRICAL & DATA	Costs for ALL RFI 037 light fixture install changes	SUBCONTRACTOR	\$ 12,029.00
Subtotal:				\$4,741.57
Insurance :				\$ 56.90
Kast P&P Bond :				\$ 47.98
SDI:				\$ 65.43
OH&P:				\$ 491.19
Grand Total:				\$5,403.07





PCO #107

Avenir Development, LLC, a Florida limited liability company

777 S. Flagler Drive, STE 500 E

West Palm Beach, Florida 33401

KAST CONSTRUCTION

701 Northpoint Pkwy, Suite 400

West Palm Beach, Florida 33407

SIGNATURE

DATE

SIGNATURE

DATE



## Union Lighting USA

1295 SW 4 Avenue

Delray Beach, FL 33444

Tel: 561-990-2590

Toll-free: 1-877-514-2377

www.unionlgt.com

CHANGE ORDER  
RFI #37

#	CP90451
Date	2021-08-23

### Bill To:

KAST CONSTRUCTION COMPANY (AVENIR CLUBHOUSE)  
701 NORTHPOINT PARKWAY  
STE 400  
  
BOCA RATON FL USA 33186

### Ship To:

KAST CONSTRUCTION COMPANY (AVENIR CLUBHOUSE)  
12255 AVENIR DR.  
PALM BEACH GARDENS FLORIDA 33412  
  
BRYAN ROE

Your PO #		Customer Code	Salesperson ID	Shipping	Payment Terms		Union Contact		
F20007-00013		6892910AC	3080 JASON TAITE	BEST WAY	NET 30 DAYS		Carole Peloquin x175		
Item	Vendor/ Catalog	Description			Type	NR *	Qty	Unit \$	Total
RFI 37		DECORATIVE FIXTURES CHANGES					1	US\$0.00	US\$0.00
TYPE A		CA0244FXHZWF/SGE4SQLEDFX30L			ADD		11	US\$146.50	US\$1,611.50
TYPE C		1295OZ HINKLEY			OLD C		-28	-US\$172.00	-US\$4,816.00
NEW TYPE C		B7614					2	US\$378.50	US\$757.00
TYPE C2		1290OZ HINKLEY			OLD C2		-8	-US\$112.00	-US\$896.00
NEW TYPE C2		B7612					27	US\$226.50	US\$6,115.50
TYPE C3		4090RI HINKLEY			OLD C3		-12	-US\$154.00	-US\$1,848.00
TYPE C4		5073CR HINKLEY			OLD C4		-6	-US\$122.00	-US\$732.00
TYPE C5		5972PN HINKLEY			OLD C5		-8	-US\$82.00	-US\$656.00
TYPE D		1070W-OB-OB-WC CHANGE TO D-EXT					-1	-US\$374.00	-US\$374.00
TYPE D-EXT		1080W-OB-OB-WC					1	US\$430.00	US\$430.00
TYPE E2		129ZOZ HINKLEY			OLD E2		- 6	-US\$176.00	- US\$1,056.00
NEW TYPE E2		F7617					6	US\$241.75	US\$1,450.50

\*\*\*\*\* SEE NEXT PAGE \*\*\*\*\*

Page: 1



# UNION LIGHTING

## Union Lighting USA

1295 SW 4 Avenue

Delray Beach, FL 33444

Tel: 561-990-2590

Toll-free: 1-877-514-2377

www.unionltg.com

## QUOTE

#	CP90451
Date	2021-08-23

### Bill To:

**KAST CONSTRUCTION COMPANY (AVENIR CLUBHOUSE)**  
701 NORTHPOINT PARKWAY  
STE 400  
  
BOCA RATON FL USA 33186

### Ship To:

**KAST CONSTRUCTION COMPANY (AVENIR CLUBHOUSE)**  
12255 AVENIR DR.  
PALM BEACH GARDENS FLORIDA 33412  
  
**BRYAN ROE**

Your PO #		Customer Code	Salesperson ID	Shipping	Payment Terms		Union Contact		
F20007-00013		6892910AC	3080 JASON TAITE	BEST WAY	NET 30 DAYS		Carole Peloquin x175		
Item	Vendor/ Catalog	Description			Type	NR *	Qty	Unit \$	Total
TYPE K1		4099R1 HINKLEY			OLD K1		-3	-US\$869.00	-US\$2,607.00
TYPE K2		4094RI HINKLEY			OLD K2		-3	-US\$505.00	-US\$1,515.00
TYPE K3		4231OZ HINKLEY			OLD K3		-3	- US\$104.00	-US\$312.00
TYPE K4		4971 HINKLEY			OLD K4		-1	-US\$140.00	-US\$140.00
TYPE K5		4236OZ HINKLEY			OLD K5		-7	-US\$230.00	-US\$1,610.00
TYPE K6		3382LZ HINKLEY			OLD K6		-2	-US\$230.00	-US\$460.00
TYPE K7		4234OZ HINKLEY			OLD K7		-1	- US\$172.00	- US\$172.00
TYPE K8		FR4070SVIR HINKLEY			OLD K8		- 1	- US\$734.00	-US\$734.00
TYPE ZH		CHANGED TO K3			CANCELED		-1	-US\$330.00	-US\$330.00
TYPE L2		16018-AZT-30			ADDITION		8	US\$128.50	US\$1,028.00

Subtotal	-US\$6,865.50
Misc	US\$0.00
Freight	US\$40.00
Tax State	- US\$461.93
Total	- US\$7,287.43

### Quote Terms and Conditions

\*\*\*CREDIT CARD PAYMENT SUBJECT TO A 3% CONVENIENCE FEE\*\*\*

1-Warranties on product do not include labour costs. 2-Price are valid for 30 days. 3-Freight charges may apply. 4-Prices attached in the quote are valid for quantities and products indicated in the quote only. 5-Any change may incur additional charges. 6-Please note that we are not responsible for quantities taken from plans. 7-All quantities must be validated by the client. 8-Union Lighting will not be held responsible for any delays with our manufacturers or their delivery dates. 9-Bulbs not included unless otherwise specified. 10-All cancellation and or modification will be refused after order is released for production. 11-Goods returned are subject to investigation and can be subject to restocking fees.

\* The items indicated with an "X" are non returnable nor cancelable.



# PCCO #019

KAST Construction Company, LLC  
701 Northpoint Pkwy, Suite 400  
West Palm Beach, Florida 33407  
Phone: (561) 689-2910

**Project:** 20-007-01 - AVENIR CLUBHOUSE  
12255 Avenir Drive  
Palm Beach Gardens, Florida 33412  
Phone: 561-689-2910

## Prime Contract Change Order #019: PCO'S 111- 116

<b>TO:</b>	<b>The Avenir Community Development District a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes</b> 2501 A Burns Road Palm Beach Gardens , Florida 33410	<b>FROM:</b>	<b>KAST CONSTRUCTION</b> 701 Northpoint Pkwy, Suite 400 West Palm Beach Florida 33407
<b>DATE CREATED:</b>	12/ 20 /2021	<b>CREATED BY:</b>	Sara Carroll ( <b>KAST CONSTRUCTION</b> )
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>	Virginia Cepero ( <b>The Avenir Community Development Distr</b> )	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	12/27 /2021	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>CONTRACT FOR:</b>	1:AVENIR CLUBHOUSE Prime Contract
<b>SCHEDULE IMPACT:</b>	0 days	<b>EXECUTED:</b>	No
<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>		<b>TOTAL AMOUNT:</b>	\$ 33,972.63
<b>DESCRIPTION:</b>			
<b>ATTACHMENTS:</b> <a href="#">PCCO #019 backup.pdf</a>			

### POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
111	RFI 173 Access Control & Fire Exit Changes	0 days	9,009.35
112	RFI 164 Re-Work Circuits & Connect Surge Protector	0 days	1,651.14
113	RFI 172 Owner Request Light Fixture Chgs	0 days	7,006.11
114	Interlock at Dishwasher and Hood RFI 174	0 days	1,878.96
115	Fire Pit costs for non-specified work	0 days	2,886.87
116	DRS Panel Relocation at Tennis Courts	0 days	11,540.20
<b>TOTAL:</b>			<b>\$ 33,972.63</b>

### CHANGE ORDER LINE ITEMS:

#### PCO # 111 : RFI 173 Access Control & Fire Exit Changes

#	Cost Code	Description	Type	Amount
1	16-100 - ELECTRICAL & DATA	Access Control Exit Sign Changes	SUBCONTRACTOR	\$ 2,146.33
2	16-200 - LIGHT FIX/ACCESS CONTROL	Install Only MAG Locks and Necessary Shims	SUBCONTRACTOR	\$ 5,760.00
<b>Subtotal:</b>				<b>\$7,906.33</b>
<b>Insurance : 1.20 % of 17-025 - INSURANCE</b>				<b>94.88</b>
<b>Kast P&amp;P Bond : 1.00 % of 17-050 - Payment &amp; Performance Bond</b>				<b>80.01</b>
<b>SDI: 1.35 % of 17-005 - Subcontractor Default Ins</b>				<b>109.10</b>
<b>OH&amp;P: 10.00 % of 99-001 - Overhead Profit</b>				<b>819.03</b>
<b>Grand Total:</b>				<b>\$9,009.35</b>



# PCCO #019

## PCO # 112 : RFI 164 Re-Work Circuits & Connect Surge Protector

#	Cost Code	Description	Type	Amount
1	16-100 - ELECTRICAL & DATA	Re-work several circuits and connect surge protector	SUBCONTRACTOR	\$ 1,449.00
Subtotal:				\$1,449.00
Insurance : 1.20 % of 17-025 - INSURANCE				17.39
Kast P&P Bond : 1.00 % of 17-050 - Payment & Performance Bond				14.66
SDI: 1.35 % of 17-005 - Subcontractor Default Ins				19.99
OH&P: 10.00 % of 99-001 - Overhead Profit				150.10
Grand Total:				\$1,651.14

## PCO # 113 : RFI 172 Owner Request Light Fixture Chgs

#	Cost Code	Description	Type	Amount
1	01-590 - RENTAL EQUIPMENT	Scissor Lift Rental Event Hall Light Chgs RFI 172	OTHER	\$ 1,596.91
2	01-800 - LABOR FOR PROJECT SITE	Misc. Labor RFI 172	OTHER	\$ 142.00
3	09-250 - DRYWALL	Drywall Repairs Event Hall Light Chgs RFI 172	SUBCONTRACTOR	\$ 450.00
4	09-900 - PAINTING & WALL COVERING	Paint Touch UP Event Hall Light Chgs RFI 172	SUBCONTRACTOR	\$ 800.00
5	16-100 - ELECTRICAL & DATA	Remove and Reinstall Light Fix, Install Hi-Hats, Install Front Entry Light	SUBCONTRACTOR	\$ 2,638.47
6	16-200 - LIGHT FIX/ACCESS CONTROL	Additional Light Fixture Front Entry RFI 172	MATERIALS	\$ 520.97
Subtotal:				\$6,148.35
Insurance : 1.20 % of 17-025 - INSURANCE				73.78
Kast P&P Bond : 1.00 % of 17-050 - Payment & Performance Bond				62.22
SDI: 1.35 % of 17-005 - Subcontractor Default Ins				84.84
OH&P: 10.00 % of 99-001 - Overhead Profit				636.92
Grand Total:				\$7,006.11

## PCO # 114 : Interlock at Dishwasher and Hood RFI 174

#	Cost Code	Description	Type	Amount
1	11-450 - RESIDENTIAL EQUIPMENT	F&I Interlock at Hood and Dishwasher	SUBCONTRACTOR	\$ 321.00
2	16-100 - ELECTRICAL & DATA	F&I Wire and Conduit for Dishwasher Interlock	SUBCONTRACTOR	\$ 1,327.92
Subtotal:				\$1,648.92
Insurance : 1.20 % of 17-025 - INSURANCE				19.79
Kast P&P Bond : 1.00 % of 17-050 - Payment & Performance Bond				16.69
SDI: 1.35 % of 17-005 - Subcontractor Default Ins				22.75
OH&P: 10.00 % of 99-001 - Overhead Profit				170.81
Grand Total:				\$1,878.96

## PCO # 115 : Fire Pit costs for non-specified work

#	Cost Code	Description	Type	Amount
1	16-100 - ELECTRICAL & DATA	Fire Pit costs for non-specified work	SUBCONTRACTOR	\$ 1,533.43
2	01-595 - MISC SITE EXPENSES	Fire Pit Labor and Misc. Parts	OTHER	\$ 1,000.00
Subtotal:				\$2,533.43
Insurance : 1.20 % of 17-025 - INSURANCE				30.40
Kast P&P Bond : 1.00 % of 17-050 - Payment & Performance Bond				25.64
SDI: 1.35 % of 17-005 - Subcontractor Default Ins				34.96
OH&P: 10.00 % of 99-001 - Overhead Profit				262.44
Grand Total:				\$2,886.87



PCCO #019

## PCO # 116 : DRS Panel Relocation at Tennis Courts

#	Cost Code	Description	Type	Amount
1	16-100 - ELECTRICAL & DATA	DRS Panel Relocation and Re-Wiring for Tennis Courts	SUBCONTRACTOR	\$ 10,127.33
<b>Subtotal:</b>				\$10,127.33
Insurance : 1.20 % of 17-025 - INSURANCE				121.53
Kast P&P Bond : 1.00 % of 17-050 - Payment & Performance Bond				102.49
SDI: 1.35 % of 17-005 - Subcontractor Default Ins				139.74
OH&P: 10.00 % of 99-001 - Overhead Profit				1,049.11
<b>Grand Total:</b>				<b>\$11,540.20</b>

The original (Contract Sum)	\$ 10,117,140.00
Net change by previously authorized Change Orders	\$ 3,043,607.04
The contract sum prior to this Change Order was	\$ 13,160,747.04
The contract sum would be changed by this Change Order in the amount of	\$ 33,972.63
The new contract sum including this Change Order will be	\$ 13,194,719.67
The contract time will not be changed by this Change Order by 0 days	
The Revised Substantial Completion Date will be	

**Don Durante (RANDALL STOFFT  
ARCHITECTS)**


42 NORTH SWINTON AVE., SUITE 1  
DELRAY BEACH Florida 33444


**The Avenir Community Development  
District a local unit of special-purpose  
government established pursuant to  
Chapter 190, Florida Statutes**


2501 A Burns Road  
Palm Beach Gardens Florida 33410

**KAST CONSTRUCTION**

701 Northpoint Pkwy, Suite 400  
West Palm Beach Florida 33407

DocuSigned by:  
  
163921AC45934A8...  
**SIGNATURE** **DATE** 1/4/2022

DocuSigned by:  
  
87BACAF654C450...  
**SIGNATURE** **DATE** 1/4/2022

DocuSigned by:  
  
F2FF2F188FF9400...  
**SIGNATURE** **DATE** 1/4/2022





## RSY CHANGE ORDER REQUEST

**Project Name:** AVENIR **Date:** 8/17/2021  
**RSY Superintendent** Otoniel Delgado

**Instructions:**

1. Provide detailed description of work requested by contractor
2. Have contractor foreman or superintendent sign before commencing work

Added labor cost?	Yes	<b>X</b>	No	
Work part of SOW/SOV?	Yes		No	<b>X</b>
Remedial Work?	Yes		No	<b>X</b>
Added Work?	Yes	<b>X</b>	No	
Drawings issued?	Yes		No	<b>X</b>

**Description of change order work**

Due to changes made as per the Answer to RFI 37, the following Labor was required in order to make the changes. 9 days 2 Electricians re-doing Electrical rough already done. 5 days 2 Electricians working on Trim. 2 days 2 Electricians repairing Light Type C2, K8 Led Mirror and Type M. 5 days Superintendent Supervision.

		PRICE/EA		TOTAL
				\$ -
				\$ -
MATERIAL TAX				\$ -
EQUIPMENT USED		HOURS	RATE	TOTAL
				\$ -
				\$ -
				\$ -
CLASSIFICATION	NO.	HOURS	RATE	TOTAL
HELPER	1	112	\$ 30.00	\$ 3,360.00
ELECTRICIAN	1	112	\$ 50.00	\$ 5,600.00
MECHANICAL ELECTRICIAN			\$ 55.00	\$ -
FOREMAN			\$ 60.00	\$ -
SUPERINTENDENT	1	20	\$ 75.00	\$ 1,500.00
FIRE ALARM TECH			\$ 50.00	\$ -
CHANGE ORDER SUBTOTAL				\$ 10,460.00
CHANGE ORDER TOTAL W/ OH% PROFIT			OH&P % 15%	\$ 12,029.00

**Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

RSY Electric will not proceed on any changes in work without written authorization from contractor



PCO #108

KAST Construction Company, LLC  
701 Northpoint Pkwy, Suite 400  
West Palm Beach, Florida 33407  
Phone: (561) 689-2910

Project: 20-007-01 - AVENIR CLUBHOUSE  
12255 Avenir Drive  
Palm Beach Gardens, Florida 33412  
Phone: 561-689-2910

## Prime Contract Potential Change Order #108: Added Duct Smoke/CO Detectors RFI 150

TO:	Avenir Development, LLC, a Florida limited liability company 777 S. Flagler Drive, STE 500 E West Palm Beach Florida, 33401	FROM:	KAST CONSTRUCTION 701 Northpoint Pkwy, Suite 400 West Palm Beach Florida, 33407
PCO NUMBER/REVISION:	108 / 0	CONTRACT:	1 - AVENIR CLUBHOUSE Prime Contract
REQUEST RECEIVED FROM:	Morgan Niznik (KAST CONSTRUCTION)	CREATED BY:	Sara Carroll (KAST CONSTRUCTION)
STATUS:	Pending - In Review	CREATED DATE:	11/17 /2021
REFERENCE:	RFI 150	PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	TOTAL AMOUNT:	\$11,363.68

POTENTIAL CHANGE ORDER TITLE: Added Duct Smoke/CO Detectors RFI 150

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Costs to F&I added duct smoke and CO detectors as per RFI 150

### ATTACHMENTS:

[RSY RFI 150 Added Duct Detectors.pdf](#) [Wright Bros Added Duct Detectors RFI 150.pdf](#)

#	Cost Code	Description	Type	Amount
1	15-700 - HVAC	Furnish Duct Detectors as Per RFI 150	SUBCONTRACTOR	\$ 1,000.00
2	16-100 - ELECTRICAL & DATA	Install Duct Smoke and CO Detectors as per RFI 150	SUBCONTRACTOR	\$ 8,972.42
Subtotal:				\$9,972.42
Insurance :				\$ 119.67
Kast P&P Bond :				\$ 100.92
SDI:				\$ 137.61
OH&P:				\$ 1,033.06
Grand Total:				\$11,363.68

Avenir Development, LLC, a Florida limited liability company  
777 S. Flagler Drive, STE 500 E  
West Palm Beach , Florida 33401

SIGNATURE

DATE

KAST CONSTRUCTION  
701 Northpoint Pkwy, Suite 400  
West Palm Beach, Florida 33407

SIGNATURE

DATE





**CAC1815903**  
**CFC1429171**  
**EC13007034**  
**CGC1523750**

# **WRIGHT BROTHERS CONTRACTING SERVICES, INC.**

**1750 Latham Rd Ste. 2, West Palm Beach, FL 33409**

**"Our Goal Is Customer Satisfaction"**

**Office: (561) 629-7749**

**Fax: (561) 629-7794**

**Date:** 11/17/2021

**ATTN:** Morgan Niznik  
*Kast Construction*

**E-Mail:** [mniznik@kastbuild.com](mailto:mniznik@kastbuild.com)

**Jobsite:** Avenir Clubhouse

## **Change Order #004 - RFI CONST-150 Duct Smoke Detectors Installation**

Please review the change order for Wright Brothers Contracting Service with regards to the installation of (7) qty. smoke duct detectors at the project "Avenir Clubhouse".

The chart below shows the breakdown of what is included in the price. The total for the cost of material & labor comes to the sum of **\$1,000.00**.

### **Breakdown**

Description	Qty.	Price	Sub-Total
Install Smoke Duct Detectors for the units listed below:			
AHU1			
AHU2			
AHU3			
ERV	7	\$142.86	\$1,000.00
RTU1			
RTU2			
K-SF1			
<b>FINAL PRICE</b>			<b>\$1,000.00</b>

**FINAL PRICE: \$ 1,000.00**

Respectfully,

**Yin Kyi**

*Wright Brothers Contracting Services, Inc.*

(561) 351-9892

[ykyi@wrightbrotherscs.com](mailto:ykyi@wrightbrotherscs.com)



**KAST Construction Company, LLC**  
 701 Northpoint Pkwy, Suite 400  
 West Palm Beach, Florida 33407  
 P: (561) 689-2910

**Project: 20-007-01 AVENIR CLUBHOUSE**  
 12255 Avenir Drive  
 Palm Beach Gardens, Florida 33412  
 P: 561-689-2910

## RFI #CONST-150: Duct Smoke Detectors Type & Locations

<b>Status</b>	Closed on 04/15/21		
<b>To</b>	Jim Mullen (TLC Engineering Solutions, Inc) Don Durante (RANDALL STOFFT ARCHITECTS) Danielle Eberhardt (TLC Engineering Solutions, Inc) (Response Required)	<b>From</b>	Erick Benito (WRIGHT BROTHERS CONTRACTING) 1750 LATHAM ROAD, SUITE 2 WEST PALM BEACH, Florida 33409
<b>Date Initiated</b>	Apr 13, 2021	<b>Due Date</b>	Apr 20, 2021
<b>Location</b>	Clubhouse	<b>Project Stage</b>	Course of Construction
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>	M601	<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>	Erick Benito (WRIGHT BROTHERS CONTRACTING)		
<b>Copies To</b>	Sara Carroll (KAST CONSTRUCTION), Manuel Mato (Landstar Development Group / Waterstone Group), Morgan Niznik (KAST CONSTRUCTION), Keith OBrien (Avenir Development, LLC, a Florida limited liability company), Bryan Roe (KAST CONSTRUCTION), Matt Still (KAST CONSTRUCTION)		

### ADDITIONAL FIELDS

<b>Applies to MEPF Coord</b>	No	<b>Sub &amp; Sub RFI#</b>	
<b>Full sheets issued with response</b>			

### Activity

<b>Question</b>	<b>Question from Erick Benito WRIGHT BROTHERS CONTRACTING on Tuesday, Mar 30, 2021 at 12:29 PM EDT</b> 1. Please provide the location that the duct smoke detectors should be installed, on the supply or exhaust? 2. And which systems and acceptable manufacturers?
-----------------	---

<b>Official Response</b>	<b>Response from Danielle Eberhardt TLC Engineering Solutions, Inc on Wednesday, Apr 14, 2021 at 12:39 PM EDT</b> 1. Provide a smoke duct detector in the following supply side units: AHU-1 AHU-2 AHU-3 RTU-1 RTU-2  2. A smoke duct detector is not required in the following: ERV-1 K-SF-1  <b>Attachments</b> <a href="#">Response.pdf</a>
--------------------------	--



RFI #CONST-150 - Duct Smoke Detectors Type & Locations

Project: 20-007-01 AVENIR CLUBHOUSE

Official Response

**Response from Morgan Niznik KAST CONSTRUCTION** on Tuesday, Apr 13, 2021 at 07:53 AM EDT

1. KAST discussed and confirmed with the Mechanical engineer that there will be one (1) per unit on the supply side of each system as follows (refer to M601).

Systems (TLC to re-confirm):

AHU1

AHU2

AHU3

ERV (mech eng recommended to include one here)

RTU1

RTU2

K-SF1

2. We asked the engineer on the specified type and they said refer to the fire alarm spec 283111.

RSY to coordinate with their fire alarm vendor and what type of duct smoke detector is compatible w/ the FA system and submit for record.



## RSY TIME & MATERIAL / WORK ORDER REQUEST

**Project Name:** AVENIR CLUBHOUSE **Date:** 9/29/2021  
**RSY Superintendent** Otoniel Delgado

**Instructions:**

1. Provide detailed description of work requested by contractor
2. Have contractor foreman or superintendent sign before commencing work

Added labor cost?	Yes	<b>X</b>	No	
Work part of SOW/SOV?	Yes		No	<b>X</b>
Remedial Work?	Yes	<b>X</b>	No	
Added Work?	Yes	<b>X</b>	No	
Drawings issued?	Yes		No	<b>X</b>

**Description of work**

Installing 2 additional CO Detectors as per Fire Department requirements and 2 Smoke Duct Detectors as per response to RFI 150

			PRICE/EA		TOTAL
MC Cable 250' Roll		2	\$	215.00	\$ 430.00
					\$ -
MATERIAL TAX					\$ 30.10
SUBCONTRACTOR QUOTE					TOTAL
WSA Systems Duct Detectors		1		1556	\$ 1,556.00
WSA Systems CO Detectors		1		2086	\$ 2,086.00
CLASSIFICATION	NO. MEN	HOURS		RATE	TOTAL
HELPER			\$	40.00	\$ -
ELECTRICIAN	2	16	\$	55.00	\$ 1,760.00
MECHANICAL ELECTRICIAN			\$	68.00	\$ -
FOREMAN			\$	80.00	\$ -
SUPERINTENDENT	1	16	\$	95.00	\$ 1,520.00
FIRE ALARM TECH	1	6	\$	70.00	\$ 420.00
CHANGE ORDER SUBTOTAL					\$ 7,802.10
CHANGE ORDER TOTAL W/ OH% PROFIT			OH&P %	15%	\$ 8,972.42

**Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

RSY Electric will not proceed on any changes in work without written authorization from contractor





PCO #109

KAST Construction Company, LLC  
701 Northpoint Pkwy, Suite 400  
West Palm Beach, Florida 33407  
Phone: (561) 689-2910

Project: 20-007-01 - AVENIR CLUBHOUSE  
12255 Avenir Drive  
Palm Beach Gardens, Florida 33412  
Phone: 561-689-2910

## Prime Contract Potential Change Order #109: Add'l Code Req'd Signage

TO:	Avenir Development, LLC, a Florida limited liability company 777 S. Flagler Drive, STE 500 E West Palm Beach Florida, 33401	FROM:	KAST CONSTRUCTION 701 Northpoint Pkwy, Suite 400 West Palm Beach Florida, 33407
PCO NUMBER/REVISION:	109 / 0	CONTRACT:	1 - AVENIR CLUBHOUSE Prime Contract
REQUEST RECEIVED FROM:	Morgan Niznik (KAST CONSTRUCTION)	CREATED BY:	Sara Carroll (KAST CONSTRUCTION)
STATUS:	Pending - In Review	CREATED DATE:	11/19 /2021
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	ACCOUNTING METHOD:	Amount Based
LOCATION:		TOTAL AMOUNT:	\$8,970.91
SCHEDULE IMPACT:	0 days		

POTENTIAL CHANGE ORDER TITLE: Add'l Code Req'd Signage

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Costs to F&I additonal code required signage as per the Fire Inspector.

### ATTACHMENTS:

[Designer Sign CO 03.pdf](#) [Designer Sign CO 02.pdf](#) [Kauff Signage.pdf](#)

#	Cost Code	Description	Type	Amount
1	10-904 - SIGNAGE	Additional Interior/Exterior Signage as per the Fire Inspector	SUBCONTRACTOR	\$ 4,617.25
2	10-904 - SIGNAGE	Additional Code required Signage as per the Fire Inspector	SUBCONTRACTOR	\$ 2,779.20
3	01-147 - PROJECT SIGN	Costs to print additional code required signage	OTHER	\$ 476.15
Subtotal:				\$7,872.60
Insurance :				\$ 94.47
Kast P&P Bond :				\$ 79.67
SDI:				\$ 108.63
OH&P:				\$ 815.54
Grand Total:				\$8,970.91

Avenir Development, LLC, a Florida limited liability company  
777 S. Flagler Drive, STE 500 E  
West Palm Beach , Florida 33401

KAST CONSTRUCTION  
701 Northpoint Pkwy, Suite 400  
West Palm Beach, Florida 33407

SIGNATURE

DATE

SIGNATURE

DATE

KAUFF'S SIGNS

Invoice: KS202102918

**"IMAGE IS EVERYTHING"****561.775.3278**

Kauff's Kustom Lettering & Signs, Inc.  
 3587 Northlake Blvd.  
 Palm Beach Gardens, FL 33403 - 1625

## Sales Invoice

Date	Salesperson	Invoice #
10/14/2021	AB	KS202102918
Ordered By	Fax To	Contact Ph #
sara Carroll		689-2911
Customer E-mail		

**Steve Kauff****Nick Petrou****Justin Mesteller**

Billing Address	Shipping Address \ Install Location
Kast Construction	Cindy Perih 701 Northpoint Parkway Suite 400 West Palm Beach, FL 33407

Qty	Item	Description	Price Per	Amount
1	3 mm PVC	8" x 2" red with white Gas Shut Off with gold chain single sided  Reference: Avenir Clubhouse	40.00	40.00T

**Kauff's Signs - Image Is Everything****Subtotal** \$40.00

Phone
561-775-3278

Fax
561-775-7559

**Sales Tax ( 7% )** \$2.80**Total** \$42.80

Web Site
www.kauffs.com

**Payments/Credits** \$0.00**Balance Due** \$42.80

KAST CONSTRUCTION

Report Header Page 1 of 2



KAUFF'S SIGNS

Invoice: KS202103234

**"IMAGE IS EVERYTHING"****561.775.3278**

Kauff's Kustom Lettering & Signs, Inc.  
3587 Northlake Blvd.  
Palm Beach Gardens, FL 33403 - 1625

## Sales Invoice

Date	Salesperson	Invoice #
11/15/2021	AB	KS202103234
Ordered By	Fax To	Contact Ph #
sara Carroll		689-2911
Customer E-mail		

**Steve Kauff****Nick Petrou****Justin Mesteller**

Billing Address	Shipping Address \ Install Location
Kast Construction	Cindy Perih 701 Northpoint Parkway Suite 400 West Palm Beach, FL 33407

Qty	Item	Description	Price Per	Amount
8	3 mm PVC	8" x 2" red with white Gas Shut Off with gold chain single sided	40.00	320.00T
1	3 mm PVC	Reference: Avenir Clubhouse		
1	3 mm PVC	26.5" x 6.6" white with red, No Smoking - No Chain	50.00	50.00T
		12.5" x 3.5" Emergency Shut off NO CHAIN	35.00	35.00T

**Kauff's Signs - Image Is Everything****Subtotal** \$405.00

Phone
561-775-3278

Fax
561-775-7559

Web Site
www.kauffs.com

**Sales Tax ( 7% )** \$28.35**Total** \$433.35**Payments/Credits** \$0.00**Balance Due** \$433.35

KAST CONSTRUCTION

Report Header Page 1 of 1

**FWO 16354 CHANGE ORDER 2**

KAST CONSTRUCTION  
 ATTN: MORGAN NIZNIK, PROJ MGR  
 701 NORTHPOINT PARKWAY, STE 400  
 WEST PALM BEACH, FL 33407

email: mniznik@kastbuild.com



Page: 1 OF 1  
 Date: 10/8/2021  
 Telephone: 917-578-6093  
 Fax :

Project: AVENIR CLUBHOUSE - 12255 AVENIR DR. PB GRDNS, 33412

Quote #:

Item	Qty	Description	Unit Price	Extension
1	5	ADA INTERIOR DESIGN, BUILD, INSTALL ALL SIGNS FOR ACCESSIBILITY, BASED ON CUSTOM ACRYLIC MATERIALS SIGN TYPE (A) - LARGE AMENITIES - <b>LAYOUT # 8759</b> SIZE: 8 3/8" H X 7" W X 3/8" T COPY TO READ: (1) GYM (1) AEROBICS (1) WOMEN, (1) MEN (1) ELECTRIC / FIRE RISER ROOM - NO STORAGE	\$ 150.00	\$ 750.00
2	1	SIGN TYPE (B) - SMALL AMENITIES - <b>LAYOUT #8761</b> SIZE: 7 1/8" H X 6" W X 3/8" T COPY TO READ: MECHANICAL ROOM (BRAILLE) NO STORAGE	\$ 120.00	\$ 1,200.00
3	1	SIGN TYPE: PSV LETTERS - <b>LAYOUT # 8770</b> OVERALL SIZE: 5-5/8" H X 20" W - TYPE STYLE: KESSEL 105200-BOLD MATERIAL: BLACK PSV LETTERS - COPY SIZE: 1-3/8" H, SURFACE APPLIED TO DRYWALL COPY TO READ: DOORS MUST REMAIN UNLOCKED DURING BUSINESS HOURS	\$ 180.00	\$ 180.00
4	6	SIGN TYPE: PICTO ONLY - <b>LAYOUT # 8760</b> OVERALL SIZE: 4" H X 3-1/4" W X 1/32" T MATERIAL: 1/32" T RAISED CHARCOAL PICTO	\$ 15.00	\$ 90.00
5	2	SIGN TYPE: C2-ADDITIONAL SIGNS - <b>LAYOUT # 8762-2</b> OVERALL SIZE: 3" H X 7" W X 3/16" T - TYPESTYLE: KESSEL 105WOO-BOLD COPY SIZE: 5/8" H X 1/32" T RAISED CHARCOAL MATERIAL: 3/16" T BRUSHED STAINLESS STEEL CHEMETAL W/HORIZONTAL GRAIN COPY TO READ: (PICTO IMAGE) ACCESSIBLE	\$ 95.00	\$ 190.00
6	2	SIGN TYPE: D-LOCATION SIGN - <b>LAYOUT # 8763</b> OVERALL SIZE: 4" H X 18" W X 3/16" T - TYPE STYLE: KESSELL 105WOO-BOLD COPY SIZE: 1-7/8" H X 1/32" T RAISE CHARCOAL MATERIAL: 3/16" T BRUSHED STAINLESS STEEL CHEMETAL W/HORIZONTAL GRAIN COPY TO READ: RESTROOMS	\$ 125.00	\$ 250.00
7	4	SIGN TYPE: C1-ADDITIONAL SIGNS OVERALL SIZE: 2" H X 7" W X 3/16" T - COPY SIZE: 5/8" H X 1/32" T RAISED CHARCOAL MATERIAL: 3/16" T BRUSHED STAINLESS STEEL CHEMETAL W/HORIZONTAL GRAIN (2) TO READ: LOCKER ROOM - <b>LAYOUT # 8762-1</b> (2) TO READ: NO STORAGE - <b>LAYOUT # 8816</b>	\$ 85.00	\$ 340.00
8	1	SIGN TYPE: FDC SIGN ON U-CHANNEL POST- <b>LAYOUT # 8840</b> PANEL: 18" H X 24" W X .080 T, OVERALL SIZE: 6' H X 24" W MOUNTED: 3' BELOW GRADE	\$ 225.00	\$ 225.00

**Product Total: \$ 3,225.00**  
**Installation: \$ 950.00**  
**Sales Tax: \$ 292.25**  
**Freight: \$ 150.00**  
**Total: \$ 4,617.25**

TERMS: 50% DEPOSIT - BALANCE NET 15  
 DELIVERY: 3 - 4 WEEKS FROM SIGN QUOTE, DEPOSIT & LAYOUT APPROVAL

This quotation is subject to the terms and conditions printed on the reverse side of this sheet unless otherwise modified and agreed upon in writing. Signature of this document acknowledges acceptance of all items included and is a binding contract by all parties. If material quoted is ordered on a separate purchase order or contract this quotation becomes a part thereof and must be signed and accompany same.

Submitted By: \_\_\_\_\_ Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

PAUL R. PIERSON - 10/8/21

Designer Sign Systems, Inc. 3540 N.W. 56 St. #201 Ft. Lauderdale, FL 33309 Tel. 954.972.0707 FAX 954.972.1040









FWO 16382 CHANGE ORDER 3

KAST CONSTRUCTION  
 ATTN: MORGAN NIZNIK, PROJ MGR  
 701 NORTHPOINT PARKWAY, STE 400  
 WEST PALM BEACH, FL 33407  
 email: mniznik@kastbuild.com

Page: 1 OF 1  
 Date: 10/29/2021  
 Telephone: 917-578-6093  
 Fax :  
 Cell:  
 Quote #:

Project: AVENIR CLUBHOUSE - 12255 AVENIR DR. PB GRDSN, 33412

Item	Qty	Description	Unit Price	Extension
1	6	SIGN TYPE: FIRE EXTINGUISHER SIGNS	\$ 40.00	\$ 240.00
2	1	SIGN TYPE: COPY ONLY ON EXISTING ELECTRICAL METER BOX SIZE: 1" H X 10" W (MAX) COPY SIZE: 1" H CAPS MATERIAL: WHITE REFLECTIVE ELECTRICAL METER	\$ 15.00	\$ 15.00
3	4	SIGN TYPE: ETCHMARK OVERALL SIZE: 12.75" W X 77.5" H	\$ 95.00	\$ 380.00
4	1	SIGN TYPE: FACP ROOM OVERALL SIZE: 2" X 12" COLOR: WHITE BACKGROUND WITH RED PSV	\$ 45.00	\$ 45.00
5	1	SIGN TYPE: PLAQUE - FACP INSIDE OVERALL SIZE: 2" X 7" COPY: RAISED TO MATCH OTHER SPEC, CHARCOAL METALLIC MATERIAL: CHEMETAL STAINLESS STEEL, HORIZONTAL GRAIN COPY TO READ PER LAYOUT #	\$ 60.00	\$ 60.00
6	1	SIGN TYPE: E - COPY TO READ PER LAYOUT 8940 ROOF ACCESS (WITH BRAILLE) OVERALL SIZE: 2" H X 6" W X 3/16" T	\$ 60.00	\$ 60.00
7	11	SIGN TYPE: F - COPY TO READ PER LAYOUT # 8941 EXIT (WITH BRAILLE) OVERALL SIZE: 2" H X 4" W X 3/16" T	\$ 50.00	\$ 550.00
8	1	SIGN TYPE G: COPY TO READ PER LAYOUT # 8942 EXHAUST FAN MUST REMAIN ON WHILE COOKING OVERALL SIZE: 3" H X 12" W X 1/4" T	\$ 60.00	\$ 60.00
9	4	MAPS LAMINATED ON PAPER PER LAYOUT # A003	\$ 100.00	\$ 400.00

**Product Total:** \$ 1,810.00  
**Installation:** \$ 750.00  
**Sales Tax:** \$ 179.20  
**Freight:** \$ 40.00  
**Total:** \$ 2,779.20

FOB: SP

TERMS: 50% DEPOSIT / BALANCE NET 15

DELIVERY: 4 - 8 WEEKS AFTER RECEIPT OF DEPOSIT &amp; SIGNED QUOTE

This quotation is subject to the terms and conditions printed on the reverse side of this sheet unless otherwise modified and agreed upon in writing. Signature of this document acknowledges acceptance of all items included and is a binding contract by all parties. If material quoted is ordered on a separate purchase order or contract this quotation becomes a part thereof and must be signed and accompany same.

Submitted By: \_\_\_\_\_ Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

PAUL R. PIERSON

Designer Sign Systems, Inc. 3540 NW 56 St. #201 Fort Lauderdale, FL 33309 Tel. 954.972.0707 FAX 954.972.1040





PCO #110

KAST Construction Company, LLC  
701 Northpoint Pkwy, Suite 400  
West Palm Beach, Florida 33407  
Phone: (561) 689-2910

Project: 20-007-01 - AVENIR CLUBHOUSE  
12255 Avenir Drive  
Palm Beach Gardens, Florida 33412  
Phone: 561-689-2910

## Prime Contract Potential Change Order #110: Drainage Chgs RFI 168

<b>TO:</b>	Avenir Development, LLC, a Florida limited liability company 777 S. Flagler Drive, STE 500 E West Palm Beach Florida, 33401	<b>FROM:</b>	KAST CONSTRUCTION 701 Northpoint Pkwy, Suite 400 West Palm Beach Florida, 33407
<b>PCO NUMBER/REVISION:</b>	110 / 0	<b>CONTRACT:</b>	1 - AVENIR CLUBHOUSE Prime Contract
<b>REQUEST RECEIVED FROM:</b>	Morgan Niznik (KAST CONSTRUCTION)	<b>CREATED BY:</b>	Sara Carroll (KAST CONSTRUCTION)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	11/22 /2021
<b>REFERENCE:</b>	RFI 168	<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>	0 days	<b>TOTAL AMOUNT:</b>	\$44,333.97

POTENTIAL CHANGE ORDER TITLE: Drainage Chgs RFI 168

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Changes per RFI 168:

1. Revised storm drain #1 elevation to 22.0'
2. Revised storm drain #8 elevation to 23.0' also yard drain added just east to address pickle court issue at elevation 21.0' Also, yard drain #20 changed to elevation 21.0'
3. Sidewalk to A-4 revised elevations on attached sketch 21.75' to the west, at gate 21.05, and tile in to east A-4 sidewalk 19.79'
4. Added yard drains, one for each drainage structure, #38 at elevation 21.0' (ties into #35) and #39 at elevation 21.50' (ties into #34).

Other Impacts due to changes:

5. Regrading of areas for yard drains and changed storm drain elevations.
6. Removed and replaced sidewalks.
7. Regrading of tot lot#2 surface prep after added yard drains.
8. Add'l work during installation plus remove and re-installing new rubber for the drainage at Tot lot #2.

### ATTACHMENTS:

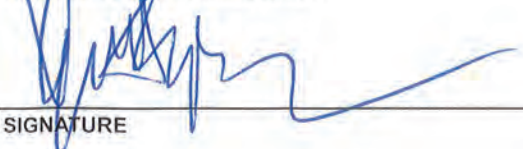
[AA RFI 168.pdf](#) [\\_CL T&M Added Yard Drains RFI 168.pdf](#) [\\_CL T&M Inlet Rim Adjustments RFI 168.pdf](#) [\\_H&J Mult Site Chgs.pdf](#)

#	Cost Code	Description	Type	Amount
1	02-300 - EARTHWORK	Regrading and sidewalk replacements	SUBCONTRACTOR	\$ 8,520.00
2	02-770 - UNDERGROUND UTILITIES	Drainage Rim and yard drains adjustments	SUBCONTRACTOR	\$ 8,352.59
3	02-770 - UNDERGROUND UTILITIES	Added Yard Drains (#37,38 & 39)	SUBCONTRACTOR	\$ 15,533.57
4	02-875 - PLAYGROUND EQUIPMENT	Regrading of Tot Lot #2 surface prep for added yard drains	SUBCONTRACTOR	\$ 6,500.00
Subtotal:				\$38,906.16
Insurance :				\$ 466.87
Kast P&P Bond :				\$ 393.73
SDI:				\$ 536.85
OH&P:				\$ 4,030.36
Grand Total:				\$44,333.97



PCO #110

Avenir Development, LLC, a Florida limited liability company  
777 S. Flagler Drive, STE 500 E  
West Palm Beach, Florida 33401

  
SIGNATURE DATE 11/29/21

KAST CONSTRUCTION  
701 Northpoint Pkwy, Suite 400  
West Palm Beach, Florida 33407

  
SIGNATURE DATE 11/29/21

# H & J Contracting. Inc.

3160 Fairlane Farms Road  
Wellington, FL 33414  
USA

Phone: 561-791-1953  
Fax: 561-795-9282

<b>To:</b>	Kast Construction	<b>Contact:</b>	Morgan Niznik
<b>Address:</b>	701 Northpoint Parkway, Suite 400 West Palm Beach, FL 33407	<b>Phone:</b>	561-689-2910
		<b>Fax:</b>	561-689-2911
<b>Project Name:</b>	Avenir Clubhouse-Misc. Items CO REVISED	<b>Bid Number:</b>	Change Order
<b>Project Location:</b>	Avenir, Palm Beach Gardens, FL	<b>Bid Date:</b>	11/11/2021

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	4" Sidewalk Remove And Replace (Includes Concrete Pump)	337.00	SF	\$10.00	\$3,370.00
	200	Remove And Replace D-Curb	25.00	LF	\$30.00	\$750.00
	300	Replace 2 ADA Mats At Main Entrance	2.00	EACH	\$450.00	\$900.00
	400	Regrading Misc Areas	1.00	LS	\$3,500.00	\$3,500.00

**Total Bid Price:** \$8,520.00

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**H & J Contracting. Inc.**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** Franz Favre

franz.favre@hjcontracting.com



**Centerline, Inc.**

2180 SW Poma Drive \* Palm City, FL 34990 \* Phone (561) 689.3917 \* Fax (561) 689.0017

**Date:** 9/29/2021**To:** Kast Construction Company LLC**Attn:** Morgan Niznik**Project:** **Avenir Clubhouse****COR#:** 07 **T&M costs associated with adjusting the rim elevations of previously installed drainage inlets as directed by EOR & Kast***The following proposal is subject to all notes & qualifications presented with original bid.*

Item No.	Description	Qty	U/M	Unit Cost	Amount					
					Labor	Equip	Mtl	Sub	M/U	Total
1	Modify Inlets to Accommodate Revised Rim Elevations	1	LS	\$ 8,352.59	\$ 3,385.03	\$ 2,806.81	\$ 507.03	\$ 618.00	\$ 1,035.73	\$ 8,352.59
<b>Totals:</b>					\$ 3,385.03	\$ 2,806.81	\$ 507.03	\$ 618.00	\$ 1,035.73	\$ 8,352.59

**Centerline, Inc.**

2180 SW Poma Drive \* Palm City, FL 34990 \* Phone (561) 689.3917 \* Fax (561) 689.0017

**Date:** 10/20/2021**To:** Kast Construction Company LLC**Attn:** Morgan Niznik**Project:** *Avenir Clubhouse***COR#:** 08 *T&M costs associated with adding yard drain inlets #37, #38 & #39 as directed by EOR & Kast. Reference Civil PG&D plan revisions dated 9/22/21, Sheets PD4 & PD5.**The following proposal is subject to all notes & qualifications presented with original bid.*

Item No.	Description	Qty	U/M	Unit Cost	Amount					
					Labor	Equip	Mtl	Sub	M/U	Total
1	Add Yard Drain Inlets #37, #38 & #39 w/ Associated Pipe Culvert	1	LS	\$ 15,533.57	\$ 6,007.60	\$ 3,746.88	\$ 3,192.82	\$ 613.50	\$ 1,972.77	\$ 15,533.57
<b>Totals:</b>					\$ 6,007.60	\$ 3,746.88	\$ 3,192.82	\$ 613.50	\$ 1,972.77	\$ 15,533.57

## Sara Carroll

---

**From:** A & A Playground Services Inc. <info@aaplaygrounds.com>  
**Sent:** Monday, November 22, 2021 11:29 AM  
**To:** Sara Carroll  
**Cc:** Morgan Niznik  
**Subject:** Re: AVENIR CLUBHOUSE: RFQ #002 - CE #173 - #CONST-168: Drainage - Regrading of Tot Lot #2 surface prep for added ... DUE 2021-10-30

Hello,

\$6500. Includes additional work during installation plus removing and re installing new rubber for the drainage.

Please note, the areas that will be cut out for the drainage exposure **WILL NOT** look the same when the new rubber is re-installed. There will be a noticeable difference in the color as well as potential cracking in the future.

Thank you

Samir

Thanks

On Fri, Nov 19, 2021 at 2:01 PM Sara Carroll (KAST CONSTRUCTION)  
<[Kast\\_Construction\\_notifications@procoretech.com](mailto:Kast_Construction_notifications@procoretech.com)> wrote:

### AVENIR CLUBHOUSE

[View online](#)



### DO NOT REPLY TO THIS EMAIL.

This is a notification sent from an unmonitored email address.

You have been sent a Request for Quote by KAST.

### RFQ Details

Title: [CE #173 - #CONST-168: Drainage](#)  
Requested By: Sara Carroll (KAST)  
Quote Due Date: 10/30/21

Origin: [RFI #CONST-168: Drainage elevations, Sidewalk to Pod A-4](#)

## RFQ DOCUMENTS

*None*

## RFQ INFORMATION

CE #173 - #CONST-168: Drainage elevations, Sidewalk to Pod A-4

Changes per RFI 168:

1. Revised storm drain #1 elevation to 22.0'
2. Revised storm drain #8 elevation to 23.0' also yard drain added just east to address pickle court issue at elevation 21.0' Also, yard drain #20 changed to elevation 21.0'
3. Sidewalk to A-4 revised elevations on attached sketch 21.75' to the west, at gate 21.05, and tile in to east A-4 sidewalk 19.79'
4. Added yard drains, one for each drainage structure, #38 at elevation 21.0' (ties into #35) and #39 at elevation 21.50' (ties into #34).

Other Impacts due to changes:

5. Regrading of areas for yard drains and changed storm drain elevations.
6. Removed and replaced sidewalks.
7. Regrading of tot lot#2 surface prep after added yard drains.

## SCOPE OF THIS RFQ

Regrading of Tot Lot #2 surface prep for added yard drains

Do you have a cost or schedule impact associated with this scope?

YesNo

## HOW TO SUBMIT A QUOTE

You must be logged in to Procore to submit a quote

[Submit your quote](#)

[View online](#)

Powered By [Procore](#) | [support@procore.com](mailto:support@procore.com) | <https://support.procore.com>

**A&A Playground Services, INC.**

O: (954) 748-6050 | F: (877) 866-9425 | E: [info@aaplaygrounds.com](mailto:info@aaplaygrounds.com)



4500 N Hiatus Road., Suite 207, Sunrise, FL 33351 | [www.aaplaygrounds.com](http://www.aaplaygrounds.com)

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# Avenir

## Community Development District

### Board Agenda Item

January 27, 2022

#### Easement Deeds between the District and Seacoast Utility Authority

INSTRUMENT	Recording Date	ORB	Page	County
Easement between Avenir CDD and Seacoast Utility Authority - Easement No. 2B - Spine Road Phase One - Lift Station #1 Access Easement	01/04/2022	33185	602	Palm Beach
Easement between Avenir CDD and Seacoast Utility Authority - Easement No. 3B - Spine Road Phase One - Lift Station #1 Utility Easement	01/04/2022	33185	703	Palm Beach
Easement between Avenir CDD and Seacoast Utility Authority - Easement No. 4 - Spine Road Phase One - Lift Station #2 Utility Easement	01/04/2022	33185	739	Palm Beach
Easement between Avenir CDD and Seacoast Utility Authority - Easement No. 5 - Spine Road Phase One - Northlake Blvd- SUA Force Main	01/04/2022	33185	771	Palm Beach
Easement between Avenir CDD and Seacoast Utility Authority - Easement No. 6A - Spine Road Phase One - Pod 4 SUA Dedication North Entrance	01/04/2022	33185	800	Palm Beach
Easement between Avenir CDD and Seacoast Utility Authority- Easement No. 7A - Spine Road Phase One - Pod 1 SUA Dedication	01/04/2022	33185	837	Palm Beach
Easement between Avenir CDD and Seacoast Utility Authority - Easement No. 8A - Spine Road Phase One - Pod 4 SUA Dedication North Entrance	01/04/2022	33185	941	Palm Beach
Easement between Avenir CDD and Seacoast Utility Authority - Easement No. 10 - Spine Road Phase One - Pod 2 - SUA Dedication Bypass Road	01/05/2022	33185	1218	Palm Beach
Easement between Avenir CDD and Seacoast Utility Authority - Easement No. 11B- Spine Road Phase One - PBG Parcel SUA Dedication	01/05/2022	33185	1251	Palm Beach

Easement between Avenir CDD and Seacoast Utility Authority - Easement No. 12B - Spine Road Phase One - Pod 5 SUA Dedication	01/05/2022	33185	1287	Palm Beach
Easement between Avenir CDD and Seacoast Utility Authority - Easement No. 13B - Spine Road Phase One - Pod 2 SUA Dedication	01/05/2022	33185	1402	Palm Beach
Easement between Avenir CDD and Seacoast Utility Authority - Easement No. 14A - Spine Road Phase One - Pod 3 SUA Dedication	01/05/2022	33185	1411	Palm Beach
Easement between Avenir CDD and Seacoast Utility Authority - Clubhouse	01/19/2022	33229	605	Palm Beach
Easement between Avenir CDD and Seacoast Utility Authority – Sine Road II	TBD	TBD	TBD	Palm Beach
Easement between Avenir CDD and Seacoast Utility Authority – Mecca Force Main Extension	TBD	TBD	TBD	Palm Beach

\* Copies of the documents referenced above are available upon request

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statue (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it paid by Seacoast Utility Authority, (hereinafter referred to as Authority), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto Authority, its successors and assigns, all those certain goods and chattels described as follows:

Potable water lines and sanitary sewage collection lines and/or lift stations and related facilities constructed within the right-of-way and/or property of AVENIR CLUBHOUSE – AS RECORDED IN PLAT BOOK 129, PAGES 115 AND 116, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, which system is more completely described in the attached Exhibit "1 A" and/or "1 B".

TO HAVE AND TO HOLD the same unto Authority, its successors and assigns forever.

And the GRANTOR, for itself and its successors, hereby covenants to and with Authority, its successors, and assigns, that it is the lawful owner of the said goods and chattels, that they are free from all liens and encumbrances, that is has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In addition, the GRANTOR hereby warrants said potable water systems and/or sanitary sewage collection systems and/or lift stations and related facilities to be free from defects due to installation and/or materials for a period of twelve (12) months from the date of execution of this document and GRANTOR further agrees to reimburse Authority in full for reasonable and necessary repairs (as determined by Authority), due to said defects during the twelve (12) month period; cost of same shall be set out on an invoice from the person performing the repairs.

GRANTOR:

AVENIR COMMUNITY DEVELOPMENT DISTRICT  
a local unit of special purpose government established  
pursuant to Chapter 190, Florida Statue

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

Print Name: Virginia Cepero  
Title: Chairperson

STATE OF FLORIDA :  
 : ss:  
COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this \_\_\_\_ day of December 2021, by Virginia Cepero, as Chairman of AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District. The above-named individual is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the \_\_\_\_\_ day of December 2021.

(Notary Seal)

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
State of Florida  
My Commission No: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Project Name: Avenir Clubhouse

Exhibit "1 A"

Water System being dedicated to Seacoast Utility Authority

Quantity (1)	Material	Diameter	Unit	Unit Price (2)	Extended Price
1,189	DIP CL51	8"	LF	\$83.26	\$98,996.14
40	DIP CL51	4"	LF	\$55.27	\$2,210.80
Fire Hydrant Assembly (3)					
Quantity (1)	Make		Unit Price (2)	Extended Price	
1	AMERICAN FLOW CONTROL		\$4,698.00	\$4,698.00	
Back Flow Devices					
	Reduce Pressure		Double Detector Check (Fireline)		
Make	WILKINS		ZURN WILKINS		
Size	2"		4"		
Model	975 XL2		350 ASTDA		
Serial	ACC4395		20771 B		
Price (2)	\$2,000.00		\$4,500.00		
Bldg Served	Avenir Clubhouse		Avenir Clubhouse		
	Reduce Pressure			Reduce Pressure	
Make	WILKINS		Make	WILKINS	
Size	2"		Size	1.5"	
Model	975 XL2		Model	975 XL2	
Serial	ACC3662		Serial	ACE5615	
Price (2)	\$2,000.00		Price (2)	\$1,500.00	
Bldg Served	Splash Pad		Bldg Served	Pool Deck Irrigation	
	Reduce Pressure			Reduce Pressure	
Make	WILKINS		Make	WILKINS	
Size	2"		Size	1"	
Model	975 XL2		Model	975 XL2	
Serial	ACE3703		Serial	ABD5631	
Price (2)	\$2,000.00		Price (2)	\$1,000.00	
Bldg Served	Tennis Court Irrigation		Bldg Served	Drinking Fountains	
Automatic Flushing Station					
Quantity (1)	Make		Unit Price (2)	Extended Price	

(1) To include all main materials, valves, fittings, air release valve and manhole etc. up to either the corp stop/ meter (for domestic/ irrigation service or backflow device (fireline).

(2) Unit prices shall include all material and labor as installed

(3) Fire Hydrant assemblies shall include tee, valves, pipe and hydrant

Project Name: Avenir Clubhouse

Exhibit "1 B"

Sanitary Sewer System being dedicated to Seacoast Utility Authority

Quantity (1)	Material	Diameter	Unit	Price	Unit Price (2)	Extended Price
83	C900 PVC	8"	LF		\$112.13	\$9,306.79
127	SDR26 PVC	8"	LF		\$44.66	\$5,671.82
Manholes						
3	AGRU	4'	EA		\$8,526.40	\$25,579.20
Force Main						
Lift Station Complete						

(1) To include all valves, fittings and air release valves.

(2) Unit Prices shall include all material and labor as installed.





Should the unit be removed from service?

## 7

SHEET 2 OF 2



Prepared by and return to:

Tyrone T. Bongard, Esq.  
Gunster, Yoakley & Stewart, P.A.  
777 South Flagler Drive  
Phillips Point, Suite 500 East  
West Palm Beach, Florida 33401

\_\_\_\_\_  
Space Above this Line for Recording Data

## **Quit Claim Deed**

**THIS QUIT CLAIM DEED** made as of the \_\_\_\_ day of August, 2021, from **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company ("Grantor"), with an address at 777 South Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401, to **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes ("Grantee"), with an address at 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410.

*(Whenever used herein the terms "Grantor" and Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of entities.)*

### **WITNESSETH:**

**GRANTOR**, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to that certain real property, situate in Palm Beach County, Florida, more particularly described as follows :

**Tract "O-2", AVENIR SITE PLAN 1 - POD 4, according to the plat thereof, as recorded in Plat Book 128, Pages 120-128, Public Records of Palm Beach County, Florida.**

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee forever.

*[SIGNATURES ON NEXT PAGE]*

*[Signature Page to Quit Claim Deed]*

**IN WITNESS WHEREOF**, the Grantor has caused this Quit Claim Deed to be executed on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

AVENIR DEVELOPMENT, LLC, a Florida  
limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Manuel M. Mato, President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF MIAMI-DADE        )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of August, 2021, by Manuel M. Mato, as President of AVENIR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of said company, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Florida

Notary Seal \_\_\_\_\_

**PREPARED BY / RETURN TO:**

Richard G. Cherry, Esq.  
CHERRY, EDGAR & SMITH, P.A.  
8409 N. Military Trail, Suite 123  
Palm Beach Gardens, FL 33410

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**IRRIGATION AND ACCESS EASEMENT**

**THIS IRRIGATION AND ACCESS EASEMENT** (this "**Agreement**") is made as of the \_\_\_\_ day of January, 2022, by and among **DiVOSTA HOMES, L.P.**, a Delaware limited partnership ("**DiVosta**"), **AVENIR SITE PLAN 3 – POD 8 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Association**" – DiVosta and the Association are sometimes hereinafter singularly and collectively referred to as the "**GRANTEE**"), and **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "**District**" or the "**GRANTOR**").

**RECITALS:**

- R-1** GRANTOR owns fee simple title to certain real property located in Palm Beach County, Florida, as more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**GRANTOR's Property**");
- R-2** DiVosta or the Association owns fee simple title to certain real property located in Palm Beach County, Florida as more particularly described in **Exhibit "B"** attached hereto and made a part hereof ("**GRANTEE's Property**");
- R-3** The Association is the homeowners association that has been established for GRANTEE's Property that will be responsible for operating and maintaining the common areas thereof, including, without limitation, the Irrigation Facilities described herein;
- R-4** A portion of GRANTOR's Property is comprised of: (i) certain lake banks that are contiguous to GRANTEE's Property (the "**Lake Banks**"); and (ii) the lake or lakes that are part of the Surface Water Management System for GRANTOR's Property and GRANTEE's Property (singularly and collectively referred to herein as the "**Lakes**"); that portion of the Lake Banks and the Lakes over which GRANTOR is conveying an easement to GRANTEE is hereby referred to as the "**Easement Area**", which Easement Area is depicted or legally described on the attached **Exhibit "C"**; and
- R-5** GRANTOR has agreed to grant to GRANTEE a non-exclusive, perpetual easement for irrigation, access, ingress and egress over, under and across the

Easement Area together with a right to install, operate, maintain, repair and replace a single pipe or tube located thereon for withdrawal of irrigation water from the Lakes (the "**Irrigation Facilities**"). For clarity, the Irrigation Facilities located within the Easement Area shall only include a pipe or tube for withdrawal of irrigation water and shall not include any pumps, machinery, electrical equipment, generators, or any other facilities or equipment, all of which shall be located solely on GRANTEE's Property. Additionally, the Irrigation Facilities will be located on that portion of the Easement Area to be agreed upon by the parties, acting reasonably and in good faith.

**NOW, THEREFORE**, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTOR and GRANTEE hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easement**. GRANTOR does hereby grant and convey to GRANTEE and its employees, invitees, licensees, agents, successors and assigns, a non-exclusive, perpetual easement for access, ingress and egress over, under and across the Easement Area for the purpose of installing, operating, maintaining, repairing and replacing the Irrigation Facilities. The easement rights granted to GRANTEE hereunder shall specifically include, without limitation, the right to withdraw irrigation water from the Lakes. All of such activities shall be conducted in accordance with and subject to the requirements imposed by all applicable governmental authorities, including but not limited to the requirements of any applicable permits, authorizations and approvals, and GRANTEE shall be responsible for obtaining all requisite permits, authorizations and approvals for the construction of the Irrigation Facilities and to enable GRANTEE to withdraw irrigation water from the Lakes from all applicable governmental authorities, including, without limitation, the South Florida Water Management District and the City of Palm Beach Gardens, FL. GRANTEE acknowledges and agrees that the construction of a recharge well to replace the water withdrawn from the Lakes by GRANTEE (the "**Recharge Well**") shall be a condition to GRANTEE's withdrawal of any irrigation water pursuant to this Agreement. The Recharge Well shall be installed at GRANTEE's sole cost and expense and in accordance with plans and specifications approved by GRANTOR. Upon completion of the Irrigation Facilities, GRANTEE shall repair any damage to the Easement Area or GRANTOR's Property as a result of GRANTEE's constructing, operating and maintaining the Irrigation Facilities and/or the Easement Area.

3. **Maintenance**. GRANTEE, at its sole cost and expense, shall construct, maintain, repair and replace the Irrigation Facilities and the Lake Banks in order to allow GRANTEE to exercise its rights hereunder without obstruction, hindrance or restriction and to keep same in good working order and repair, in a safe condition and in compliance with applicable laws. The parties acknowledge and agree that GRANTOR shall not have any obligation to maintain and/or repair or have any responsibility and/or liability with respect to the Irrigation Facilities or the Easement Area pursuant to this Agreement;



provided that GRANTOR shall be responsible for repairing any damage to the Irrigation Facilities or the Lake Banks caused by GRANTOR. GRANTEE, at its sole cost and expense, shall be responsible for promptly repairing any portion of GRANTOR'S Property that is damaged by the acts or omissions of GRANTEE or its agents or employees. Notwithstanding the foregoing, in the event that GRANTEE fails to properly perform its obligation of maintenance, repair or replacement as specifically set forth herein, GRANTOR shall be entitled to serve written notice upon GRANTEE, which notice shall specifically set forth the required maintenance, repair or replacement together with a demand that same be commenced within thirty (30) days from the receipt of such notice, or within such shorter period as is reasonable in the event of an emergency. If GRANTEE then fails without justification to commence timely and thereafter to diligently pursue the required maintenance, repair or replacement, GRANTOR shall be entitled to enter upon GRANTEE's Property (or hire other parties to do so) in order to perform the demanded maintenance, repair or replacement, and without liability for trespass. The costs so incurred by GRANTOR shall be reimbursed by GRANTEE within twenty (20) days after written demand. In the event that GRANTEE fails to make such reimbursement in a timely manner, then the amount due shall bear interest at twelve percent (12%) per annum.

**4. District Remedies and Opportunity to Cure.** At the sole discretion of the District, a default by GRANTEE under the Agreement shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of GRANTEE's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of and injunctive relief concerning the GRANTEE's obligations hereunder. Notwithstanding the foregoing or anything to the contrary herein, any claim to damages under this Agreement by the District shall be limited to (i) the costs of any actual damage to the District Property or the Irrigation Facilities resulting from the GRANTEE's failure to comply with its obligations pursuant to this Agreement, (ii) any amounts owing in connection with the GRANTEE's indemnification obligations, and (iii) any enforcement costs due to the District under Section 11(h).

**5. Association Remedies and Opportunity to Cure.** At the sole discretion of the Association, a default by the District under the Agreement shall entitle the Association to all remedies available in law or equity or in an administrative tribunal, which shall include, but not be limited to, the right of actual (but not special, indirect, consequential, or punitive) damages, injunctive relief and specific performance. In the event of the District's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the Association shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of and injunctive relief concerning the Association's obligations hereunder. Notwithstanding the foregoing or anything to the contrary herein, any claim to damages under this Agreement by the Association shall be limited to (i) the costs of any actual damage to the Irrigation Facilities

resulting from the District's failure to comply with its obligations pursuant to this Agreement, and (ii) any enforcement costs due to the Association under Section 11(h).

**6. Indemnification.** GRANTEE does hereby indemnify, defend, and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the negligent acts or omissions, gross negligence, or willful misconduct of GRANTEE and its officers, employees, agents, and contractors, with said indemnification and hold harmless to include, but not be limited to: (i) direct costs and actual damages; and (ii) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto; provided, however, it is understood that this section does not require the GRANTEE to indemnify, defend, or hold harmless the District to the extent any loss or liability results from or arises out of the negligent acts or omissions of the District (including its contractors, agents, officers, employees, volunteers, or representatives) or any other third party.

**7. Insurance.**

(a) GRANTEE shall maintain, and require any contractor hired to construct or maintain the Irrigation Facilities ("**Contractor**") to maintain commercial general liability insurance in with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

(b) **GRANTEE AND, IF APPLICABLE, ANY CONTRACTOR HIRED BY GRANTEE TO CONSTRUCT OR MAINTAIN THE IRRIGATION FACILITIES, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT EVIDENCE OF ITS REQUIRED COVERAGE AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF GRANTEE OR CONTRACTOR, AS THE CASE MAY BE.**

(c) In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, the GRANTEE or Contractor (as applicable) shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. GRANTEE and Contractor shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

(d) District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect GRANTEE'S or Contractor's interest or liabilities, but are merely minimum requirements established by the District Manager. District reserves the right to reasonably require other insurance

coverages that District deems necessary depending upon the risk of loss and exposure to liability.

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

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

(g) Such insurance policy shall include a waiver of subrogation endorsement if available at a commercially reasonable cost.

**8. Warranties and Representations.** GRANTOR does hereby covenant with GRANTEE, that: (i) it is lawfully seized and possesses of GRANTOR's Property; (ii) it has good and lawful right to enter into this Agreement and convey the easement rights being conveyed hereunder; and (iii) all required authorizations, approvals or consents have been obtained and no other authorizations, approvals or consents are required to effectuate GRANTOR's execution and delivery of this Agreement. GRANTEE does hereby covenant with GRANTOR that (i) it is lawfully seized and possess GRANTEE's Property, and (ii) it has good and lawful right to enter into this Agreement, and (iii) all applicable corporate, partnership, trust or other required authorizations, approvals or consents have been obtained and no other authorizations, approvals or consents are required to effectuate GRANTEE's execution and acceptance of this Agreement.

**9. Legal Description of Easement Area.** Intentionally omitted.

**10. Covenants Running with the Land.** This Agreement, and the rights and interests created herein shall burden GRANTOR's Property and benefit GRANTEE's Property and shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and/or assigns. Notwithstanding the foregoing, and in order to alleviate any concern as to the effect of this Agreement on the status of title to any Public Lot, this Agreement shall not apply and shall automatically terminate without the execution or recordation of any further document or instrument as to any Public Lot. As used herein, the term "**Public Lot** " is any platted Lot that (i) has a home thereon for which a Certificate of Occupancy has been issued, and (ii) is sold to a third party for occupancy thereof. In addition, upon (i) completion of construction of the Irrigation Facilities and the acceptance thereof by the applicable governmental authorities (if required), and (ii) conveyance of all of the common areas within GRANTEE'S Property to the Association, the Association and not DiVosta or any Public Lot owner shall be solely responsible for performing all of GRANTEE's obligations hereunder.

**11. Miscellaneous Provisions.**



(a) **Time of the Essence.** Time is of the essence with respect to this Agreement.

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

**AS TO GRANTOR:** Avenir Community Development District  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, FL 33410

**With a copy to:** Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
515 East Las Olas Boulevard, 6<sup>th</sup> Floor  
Fort Lauderdale, FL 33301  
Attention: Dennis E. Lyles, Esq.

**AS TO GRANTEE:** Avenir Site Plan 3-Pod 8 Neighborhood  
Association, Inc.  
4400 PGA Boulevard, Suite 700  
Palm Beach Gardens, FL 33410  
Attention: David Kanarek, President

**With a copy to:** Cherry, Edgar & Smith, P.A.  
8409 N. Military Trail, Suite 123  
Palm Beach Gardens, FL 33410  
Attention: Richard G. Cherry, Esq.

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

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

(d) **Amendment and Waiver.** This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's

obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

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

(f) **Controlling Law**. This Agreement shall be construed under the laws of the State of Florida.

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

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

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

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

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

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

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

(n) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

(Execution Pages Follow)

**IN WITNESS WHEREOF**, GRANTOR and GRANTEE have executed this Agreement as of the day and year first above written.

**Signed, sealed and delivered  
in the presence of:**

**DISTRICT / GRANTOR:**

**AVENIR COMMUNITY DEVELOPMENT  
DISTRICT**, a local unit of special purpose  
government established pursuant to Chapter  
190, Florida Statutes

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_  
Name:\_\_\_\_\_  
Title:\_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, this \_\_\_\_\_ day of January, 2022, by  
\_\_\_\_\_, the \_\_\_\_\_ of **AVENIR  
COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government  
established pursuant to Chapter 190, Florida Statutes, who ☐ is personally known to me  
or who ☐ has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public State of Florida at Large  
Name Printed:\_\_\_\_\_  
My Commission Expires:\_\_\_\_\_  
Commission No.:\_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

ASSOCIATION / GRANTEE:

**AVENIR SITE PLAN 3-POD 8  
NEIGHBORHOOD ASSOCIATION, INC.**, a  
Florida corporation not for profit

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_ David Kanarek, President

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of January, 2022, by David Kanarek, as President of **AVENIR SITE PLAN 3-POD 8 NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not-for-profit corporation, who is ☐ personally known to me or has ☐ produced a \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public State of Florida at Large  
Name Printed:\_\_\_\_\_  
My Commission Expires:\_\_\_\_\_  
Commission No.:\_\_\_\_\_

(Execution Pages Continue)

**Signed, sealed and delivered in the presence of:**

**DiVOSTA HOMES, L.P.**, a Delaware limited partnership

By: DiVosta Homes Holdings, LLC, a Delaware limited liability company, its general partner

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_  
Name:\_\_\_\_\_  
Title:\_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of January, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of DiVosta Homes Holdings, LLC, a Delaware limited liability company, the general partner of **DiVOSTA HOMES, L.P.**, a Delaware limited partnership, who is ☐ personally known to me or has ☐ produced a \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public State of Florida at Large  
Name Printed:\_\_\_\_\_  
My Commission Expires:\_\_\_\_\_  
Commission No.:\_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

Tract LM4 and Tract W4, AVENIR SITE PLAN 2 – POD 5, according to the Plat thereof, as recorded in Plat Book 129, Page 1, of the Public Records of Palm Beach County, Florida.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF GRANTEE'S PROPERTY**

All of the Plat of AVENIR SITE PLAN 3 – POD 8, according to the Plat thereof, as recorded in Plat Book 131, Page 124, of the Public Records of Palm Beach County, Florida.



**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

**Lake Management Tract.**

That portion of Tract LM4, AVENIR SITE PLAN 2 – POD 5, according to the Plat thereof, as recorded in Plat Book 129, Page 1, of the Public Records of Palm Beach County, Florida, which is adjacent to Tract O-6, AVENIR SITE PLAN 3 – POD 8, according to the Plat thereof, as recorded in Plat Book 131, Page 124, of the Public Records of Palm Beach County, Florida.

AND

**Lake Tract.**

That portion of Tract W4, AVENIR SITE PLAN 2 – POD 5, according to the Plat thereof, as recorded in Plat Book 129, Page 1, of the Public Records of Palm Beach County, Florida, which is located within \_\_\_\_\_ ( ' ) feet of the eastern boundary Tract O-6, AVENIR SITE PLAN 3 – POD 8, according to the Plat thereof, as recorded in Plat Book 131, Page 124, of the Public Records of Palm Beach County, Florida.