



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING & PUBLIC
HEARING
MAY 26, 2022
2:00 P.M.**

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

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
May 26, 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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- G. **Public Hearing – Amending and Readopting Club Rates and Fees**
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 - 2. Receive Public Comments on Amending and Readopting Club Rates and Fees
 - 3. Consider Resolution No. 2022-03 – Amending and Readopting Club Rates and Fees.....Page 10
- H. Old Business
- I. New Business
 - 1. Consider Resolution No. 2022-04 – Authorizing Execution of Construction Docs.....Page 14
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 - 3. Consider Approval of Hurricane Preparedness Agreement (CPM).....Page 38
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 - 6. Consider Approval of 2022 Fish Stalking Agreement (Superior Waterway).....Page 60
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 - 12. Consider Approval of Change Order No. 2 for Spine Road Phase 4 – Panther National (Centerline)... Page 80
 - 13. Consider Approval of Change Order No. 5 for Phase Two Earthwork – Additional Lakes (H&J).....Page 82
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 - 15. Consider Approval of Change Order No. 1 for Lift Station #6 (Centerline).....Page 86
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 - 1. Clubhouse Management Update.....Page 88
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 - 1. Form 1 Reminder
- 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.

Angelina Garay

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

Brenda M. Simmons

(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
APRIL 28, 2022**

A. CALL TO ORDER

The April 28, 2022, Regular Board Meeting of the Avenir Community Development District (the "District") was called to order at 2:07 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. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero (via phone), and Supervisors Roberto Horowitz, Daniel Lopez and Rodolfo 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.; District Engineer Carlos Ballbe of Ballbe & Associates; and Clubhouse Reps Rick Salvatore, Gina Sanchez and Sherry Ward.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Pierman noted that he received two Change Orders prior to the meeting, which will be added under New Business.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

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

F. APPROVAL OF MINUTES

1. January 27, 2022, Regular Board Meeting

The minutes of the January 27, 2022, Regular Board Meeting were presented for approval.

A **motion** was made by Mr. Horowitz, seconded by Mr. Lopez and passed unanimously approving the minutes of the January 27, 2022, Regular Board Meeting, as presented.

G. OLD BUSINESS

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

H. NEW BUSINESS

1. Consider Proposal for Phase I Revisions to Northlake Boulevard – HSQ Group, Inc.

Mr. Ballbe presented the HSQ proposal for plan revisions to add another through-lane on Northlake, totaling \$105,500. He noted that the proposal also includes utility plans and a redesign for the Coconut Boulevard signal.

A **motion** was made by Mr. Lopez, seconded by Mr. Stern and passed unanimously approving the HSQ proposal in the amount of \$105,000 for Phase I Revisions to Northlake Boulevard, as presented.

2. Consider Avenir Pod 9 Documents

Mr. Pawelczyk presented the Pod 9 Documents, noting that the Maintenance Agreement was between the District and the Avenir - Pod 9 Neighborhood Association; the Landscape Maintenance Easement Agreement is granted by the Avenir - Pod 9 Neighborhood Association to the District for Tracts O-1, O-2 and O-8 in Pod 9; the Lake Interconnect Easement allows the District to install infrastructure needed to connect lakes in Tract W; and that the Plat had already been recorded in accordance with the resolution allowing the Chair to execute plats.

A **motion** was made by Mr. Lopez, seconded by Ms. Stern and unanimously passed approving the Avenir Pod 9 documents, and ratifying execution of the Pod 9 Plat.

3. Consider Ratification of CAS Proposal for Additional Services for Northlake Boulevard Project

Mr. Ballbe presented the proposal from CAS, explaining that it was for locates needed for the widening project, in the amount of \$3,475.

A **motion** was made by Mr. Lopez, seconded by Mr. Horowitz and passed unanimously approving the CAS proposal in the amount of \$3,475 for additional services for the Northlake Boulevard Project.

4. Consider Ratification of Amendment No. 2 under Work Authorization No. 1 for Engineering Services

Mr. Ballbe presented the Work Authorization, explaining that it was for additional work required.

A **motion** was made by Mr. Lopez, seconded by Mr. Horowitz and passed unanimously approving Amendment No. 2 under Work Authorization No. 1 for engineering services, as presented.

5. Consider Ratification of Pod 9 Aquatic Plant Removal Proposal

Mr. Pierman presented the proposal from Superior Waterway Services to remove vegetation from the lakes in Pod 9 in the amount of \$1,850. He explained that the work was required to be completed prior to the Pod 9 sale, so the work had already been completed.

A **motion** was made by Mr. Lopez, seconded by Mr. Horowitz and unanimously passed ratifying the proposal from Superior Waterway Services to remove vegetation from the lakes in Pod 9 in the amount of \$1,850, as presented.

6. Consider Pod 9 Lake 14 Shoreline Planting Proposal

Mr. Pierman presented the proposal from Superior Waterway Services to plant aquatic plants along the shoreline of Lake #14 in the amount of \$2,500. He explained that erosion was observed along the lake bank, and that staff recommended installing additional vegetation to stabilize the lake bank. He also noted that the crew was using as much of the vegetation taken from the other lake as possible.

A **motion** was made by Mr. Lopez, seconded by Mr. Horowitz and passed unanimously approving the proposal from Superior Waterway Services to plant aquatic plants along the shoreline of Lake #14 in the amount of \$2,500.

7. Discussion Regarding Parking & Towing on District Roads and Parking Lots

Mr. Pierman explained that cars had been parking overnight at the clubhouse and recommended that the Board set a policy preventing overnight parking.

Following discussion, as **motion** was made by Mr. Lopez, seconded by Mr. Horowitz and unanimously passed directing staff, pending the creation of rules, to engage a towing company to prohibit overnight parking, and to include boats and trailers in the parking prohibition of the draft policy.

I. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore presented the clubhouse report, noting that the clubhouse was fully functional and that approximately 40 FOBS had been distributed. He further explained that membership cards were being created and noted that the design would be shown to Mr. Lopez for approval. Following discussion regarding fitness center access, it was suggested that an emergency call button or phone be installed in the fitness center. Ms. Sanchez presented the events that had taken place thus far at the clubhouse.

2. Consider Resolution No. 2022-02 – Execution of Special Events Agreements

Resolution No. 2022-02 was presented, entitled:

RESOLUTION NO. 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER, THE CHAIR OF THE BOARD OF SUPERVISORS, OR VICE-CHAIR OF THE BOARD OF SUPERVISORS, TO EXECUTE ON BEHALF OF THE DISTRICT AND UNDER SPECIFIED CONDITIONS, SPECIAL EVENTS INDEPENDENT CONTRACTOR AGREEMENTS AND AMENDMENTS THERETO IN CONNECTION WITH DISTRICT-SPONSORED EVENTS HELD AT THE AMENITY CENTER OR ON DISTRICT PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT; PROVIDING FOR A VENDOR INDEMNIFICATION AND HOLD HARMLESS FORM THAT MUST BE EXECUTED BY VENDORS NOT COMPENSATED BY THE DISTRICT, PROVIDING VENDOR SERVICES AT DISTRICT SPECIAL EVENTS, AUTHORIZING ACCEPTANCE OF THE SAME BY THE DISTRICT MANAGER OR CLUB MANAGER, AND AUTHORIZING THE DISTRICT MANAGER OR CLUB MANAGER TO EXECUTE THE CITY OF PALM

BEACH GARDENS PROPERTY OWNER AUTHORIZATION AFFIDAVIT FOR MOBILE FOOD TRUCK PERMIT; AND PROVIDING FOR AN EFFECTIVE DATE

Mr. Pierman explained that the purpose of the resolution was to allow staff to plan amenity events and engage vendors for those events without needing prior Board approval, not to exceed \$10,000 per agreement. Following discussion, Mr. Pawelczyk noted that instructors should be added to the resolution.

A **motion** was made by Mr. Lopez, seconded by Mr. Horowitz and unanimously passed adopting Resolution No. 2022-02, subject to staff adding provisions for instructors and classes.

3. Consider Proposal for Landscaping Refresh

Mr. Pierman presented a proposal from CPM for landscaping around the clubhouse.

A **motion** was made by Mr. Lopez, seconded by Mr. Horowitz and passed unanimously approving the CPM proposal in the amount of \$2,938.00 for landscaping refresh around the clubhouse.

4. Consider Ratification of Definitive Small Project Agreement for Clubhouse Phone System and Fitness Center Fob

Mr. Pierman presented a proposal and small project agreement with Definitive for the installation of a phone system for the clubhouse and fob entry for the fitness room. Mr. Pierman noted that the agreement had already been signed in an effort to get the work done as soon as possible. He also noted that staff was working on constructing a sidewalk at the back of the clubhouse for fitness room access, and that the proposal would come back to the Board for approval at a later date.

A **motion** was made by Mr. Lopez, seconded by Mr. Horowitz and passed unanimously ratifying the Definitive Small Project Agreement for the Clubhouse phone system and fitness center fob.

5. Discussion Regarding Regency Prorated Clubhouse Membership Request

Mr. Pierman explained that the manager at Regency had requested that the Board consider a shorter term clubhouse membership for their residents because the Regency clubhouse will be completed this summer.

Following discussion, a **motion** was made by Mr. Lopez, seconded by Mr. Stern and unanimously passed to provide an additional rate for Regency residents for the current fiscal year, to be set at \$630/quarter, and for staff to advertise a Public Hearing at which a resolution setting the fee will be adopted.

6. Discussion Regarding Mulch at Tennis Courts

Mr. Pierman noted that mulch around the tennis courts was causing an issue by not staying in place due to rain. He presented two possible solutions, but did not recommend any action be taken at this time.

7. Consider Award of Contract for Clubhouse Overnight Security

Mr. Pierman explained that an RFP had been issued due to the fact that the current security agreement expires at the end of the month. Three companies responded: Regions, Allied Universal, and Giddens. Mr. Pierman distributed a draft ranking based upon the criteria listed in the RFP package.

Following discussion, a **motion** was made by Mr. Lopez, seconded by Mr. Horowitz and unanimously passed rating the respondents as follows and authorizing staff to enter into an agreement with the highest ranked firm:

1. Regions
2. Allied Universal
3. Giddens

8. Consider Change Order No. 65 to H&J for Avenir Phase One

Mr. Ballbe presented Change Order No. 65 to H&J for Avenir Phase One, explaining that it was for asphalt repairs and a blackout turn lane, in the amount of \$10,208.80.

A **motion** was made by Mr. Lopez, seconded by Mr. Horowitz approving Change Order No. 65 to H&J for Avenir Phase One for asphalt repairs and a blackout turn lane in the amount of \$10,208.80, as presented.

9. Consider Change Order No. 4 to H&J for Avenir Phase Two Earthwork

Mr. Ballbe presented Change Order No. 4 to H&J for Avenir Phase Two Earthwork, explaining that it was for removal of fill piles, regrading a road, filling an existing borrow pit, removing fencing around mitigation areas, installing new fencing around mitigation areas, and regrading a buffer along the east A4 property line, in the amount of \$1,209,782.30. Following discussion, it was decided that item #6, regrading the CDD buffer, in the amount of \$6,000 would be funded through O&M.

A **motion** was made by Mr. Lopez, seconded by Mr. Horowitz approving Change Order No. 4 to H&J for Avenir Phase Two Earthwork for removal of fill piles, regrading a road, filling an existing borrow pit, removing fencing around mitigation areas and installing new fencing around mitigation areas in the amount of \$1,209,782.30, with the following amendment: item #6, regrading the CDD buffer, in the amount of \$6,000 would be funded through O&M

J. CONSENT AGENDA

- 1. Consider Acceptance of Corrective Special Warranty Deed (correcting legal description in Special Warranty Deed recorded at ORB 32950, Page 1580)**
- 2. Consider Ratification of Change Order No. 20 to Kast Construction**
- 3. Consider Ratification of Change Order No. 21 to Kast Construction**
- 4. Consider Ratification of Change Order No. 2 to H&J – Phase 2 Earthwork**
- 5. Consider Ratification of Change Order No. 2 to H&J – Parcel A-4 Site Construction**
- 6. Consider Ratification of Caulfield & Wheeler Agreement - Pump Station Plat**
- 7. Consider Ratification of Caulfield & Wheeler Agreement - Pod 9 – Lake Interconnect Easement**
- 8. Consider Ratification of Caulfield & Wheeler Agreement – Phase 4 Spine Road**
- 9. Consider Ratification of FPL Underground Distribution Facilities Installation Agreement**

A **motion** was made by Mr. Lopez, seconded by Mr. Stern and unanimously passed approving Consent Agenda items 1 through 9, as presented.

K. ADMINISTRATIVE MATTERS

1. Discussion Regarding Increasing Thresholds Stipulated in Resolution No. 2020-04

Mr. Pierman explained that the current resolution sets limits for the Chair to approve contracts and change orders without prior Board approval, and asked if the Board would consider increasing those amounts. Following discussion, Board consensus was to increase the amounts to \$200,000 for contracts and \$100,000 for change orders. Mr. Pierman noted that staff would prepare a resolution for the May meeting.

2. 2021 Form 1 – Statement of Financial Interests

Mr. Pierman reminded the Board that their Form 1 would be sent in June, and must be filed with the Supervisor of Elections no later than July 1, 2022.

L. BOARD MEMBER COMMENTS

There were no comments from the Board Members.

M. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Lopez, seconded by Mr. Horowitz and passed unanimously adjourning the Regular Board Meeting at 3:09 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair



Miscellaneous Notices

Published in Palm Beach Daily Business Review on May 13, 2022

Location

Palm Beach County, Florida

Notice Text

AVENIR COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING
TO CONSIDER SETTING THE
RATES FOR CLUBHOUSE
AMENITIES FOR THE
REMAINDER OF THE FISCAL
YEAR 2021/2022 AND
NOTICE OF REGULAR
BOARD MEETING

The Board of Supervisors of the Avenir Community Development District will hold a Public Hearing ("public hearing") and Regular Board Meeting ("meeting") on May 26, 2022, at 2:00 p.m. in the offices of Special District Services, Inc. located at The Oaks Center at 2501A Burns Road, Palm Beach Gardens, Florida 33410. The purpose of the public hearing is for the Board to consider setting the rates for clubhouse amenities for the remainder of the fiscal year 2021/2022. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agendas may be obtained from the District's website or at the offices of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Telephone: (561) 630-4922 and/or toll free at 1-877-737-4922, during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or Supervisors may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

Avenir Community Development District

Fee Schedule FY 2021-2022

CATEGORY/AMOUNT

ANNUAL MEMBER CLUB FEE - Non-Residents \$2,500.00

ANNUAL MEMBER CLUB FEE - Regency Residents \$2,100.00

QUARTERLY MEMBER CLUB FEE - Regency Residents \$630.00

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT

www.avenircdd.org

5/13 22-01/0000596515P

RESOLUTION No. 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT MODIFYING CERTAIN RATES, FEES, AND CHARGES; RE-ADOPTING THE FEE SCHEDULE; AND PROVIDING 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 Road, 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 desires to create an Annual Member Fee for residents of the Regency Subdivision, which is located within the boundaries of the District, but whose residents and landowners thereof are not Members of the Club Property or the Club paying either Operation and Maintenance or Debt Assessments therefor; and

WHEREAS, the private (non-CDD) clubhouse to be situated within the Regency Subdivision and for the exclusive benefit and use of the residents and property owners within that subdivision is expected to be completed on or about September, 2022; and

WHEREAS, in light of the above, the District Board has determined that a quarterly fee applicable and available through September 30, 2022, only, should be made available to the residents and property owners within the Regency Subdivision until such time as their private clubhouse is expected to be available to them for their use and enjoyment; and

WHEREAS, the District’s Amenities Rules Handbook requires that the charges, rates, deposits, and fees applicable to the Club Property be adopted by Resolution of the District Board of Supervisors in accordance with Section 190.035, Florida Statutes, and after a public hearing advertised at least ten (10) days prior to the public hearing; and

WHEREAS, the public hearing to consider the changes and re-adoption of the fee schedule pertaining to the use of the Club Property was advertised at least ten (10) days prior to the public hearing; and

WHEREAS, after a public hearing held in accordance with Section 190.035, Florida Statutes, the Board of Supervisors desires to amend and re-adopt the fee schedule pertaining to the use of the Club Property.

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 certain Avenir Community Development District Fee Schedule is hereby amended and is re-adopted in accordance with Exhibit “A”, attached hereto and made a part hereof. Any fees, rates, or charges not specifically modified by this Resolution shall be unchanged and shall remain in effect as previously adopted and approved by the District Board of Supervisors.

Section 3. The District Manager is hereby directed to take all actions consistent with this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 6. This Resolution shall take effect immediately upon adoption. Rentals previously reserved and paid for under the rates, charges, deposits and fees in effect prior to this Resolution shall be unaffected by the adoption of this Resolution.

PASSED AND ADOPTED in the Public Session of the Board of Supervisors of the Avenir Community Development District, this **26th day of May, 2022.**

Attest:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Jason Pierman, Secretary

Virginia Cepero, Chair

EXHIBIT “A”

**Avenir Community Development District
Fee Schedule**

CATEGORY	AMOUNT
ANNUAL MEMBER CLUB FEE – Non-Residents	\$2,500.00
<u>ANNUAL MEMBER CLUB FEE – Regency Residents</u>	<u>\$2,100.00</u>
<u>QUARTERLY MEMBER CLUB FEE – Regency Residents (This fee shall only be applicable until September 30, 2022, at which time such quarterly memberships shall no longer be available).</u>	<u>\$630.00</u>
LEASE APPLICATION PROCESSING FEE	\$50.00
MEMBERSHIP CARD/FOB REPLACEMENT FEE	\$25.00
INDIVIDUAL HOUSEGUEST PASS	\$40.00
FAMILY HOUSEGUEST PASS	\$75.00
<u>CLUB RENTAL FEES AND DEPOSITS</u>	
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 PAVILION – Non-Refundable Fee (4 Hours)	\$150.00
DOUBLE POOL PAVILION – Non-Refundable Fee (4 Hours)	\$300.00
POOL PAVILION – Refundable Fee	\$250.00
TENNIS COURT (2 hours)	\$4.00

Last revised May 26, 2022

- * ANY FEES, RATES, AND CHARGES NOT SPECIFICALLY MODIFIED OR ADDRESSED IN THIS FEE SCHEDULE SHALL BE UNCHANGED AND SHALL REMAIN IN EFFECT AS PREVIOUSLY ADOPTED AND APPROVED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT.

RESOLUTION NO. 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE CHAIR OR VICE-CHAIR OF THE BOARD OF SUPERVISORS, SUBJECT TO SPECIFIED CONDITIONS, TO EXECUTE CERTAIN AGREEMENTS, CHANGE ORDERS, AGREEMENT AMENDMENTS, AND OTHER RELATED DOCUMENTS REGARDING THE DESIGN AND CONSTRUCTION OF PROJECTS FUNDED WITH THE PROCEEDS OF BONDS ISSUED BY THE DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Avenir Community Development District (the “District”) is currently designing and constructing several components of the District’s public infrastructure projects, funded, in whole or in part, with proceeds from several series of Bonds issued by the District; and

WHEREAS, the District Board of Supervisors (the “Board”) acknowledges the significance of timely completing the various components of the District’s public infrastructure projects, while ensuring that the appropriate Board approvals timely accompany those District actions requiring Board approval; and

WHEREAS, in order the better facilitate the continued design and construction activity for the District’s public infrastructure projects, the Board finds it to be in the best interest of the District and the landowners within the District to authorize the Chair, or in her or his absence, the Vice-Chair of the Board to executes certain agreements, change orders, agreement amendments, and other related documents regarding the design and construction of those certain District public infrastructure projects funded with the proceeds of Bonds issued by the District, provided that the same have first been reviewed by District staff pursuant to the requirements of this Resolution; and

WHEREAS, the Board further desires to limit the time within which the Resolution shall be effective, so that the same can be reviewed by the Board prior to any extensions of authority granted pursuant to this Resolution; and

WHEREAS, the Board previously adopted Resolution 2017-07, granting the Chair/Vice-Chair certain authority to execute real and personal property conveyance and dedication documents, plats, permit applications, and other documents related to the development of the District’s public infrastructure improvements; and

WHEREAS, the Board has determined that the implementation of Resolution 2017-07 has assisted the District with timely moving the infrastructure program of the District forward in a positive manner, and seeks to provide for greater efficiencies by implementing the authorities contained in this Resolution.

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are hereby ratified and confirmed by the Board.

SECTION 2. Authorization to Sign Documents.

A. Subject to the conditions set forth in Section 2.B., below, the Chair, or the Vice-Chair in the Chair's absence, of the Board is hereby authorized to execute agreements, change orders, agreement amendments, and other related documents regarding the design and construction of those District public infrastructure projects funded with the proceeds of Bonds issued by the District and as set forth in the Engineer's Reports, amendments, and supplements thereof previously accepted by the Board prior to the issuance of the corresponding Bond series issuance.

B. No agreements, change orders, agreement amendments, and other related documents specifically pertaining to the design and construction of the District public infrastructure projects as described in Section 2.A., above, shall be executed by the Chair or Vice Chair unless the particular document to be executed has been (1) requested or deemed necessary by the District Engineer, (2) reviewed and approved by the District Manager and the District Engineer, (3) revised as to legal form by the District Counsel, (4) determined by both the District Manager and the District Engineer to be within the budget allocated for the particular public infrastructure Project as set forth in the corresponding and relevant Engineer's Report for the same, (5) that the amount to be paid for work completed under the agreement, amendment to agreement, or related document does not exceed \$200,000.00 or that the amount to be paid for work completed under the change order does not exceed \$100,000.00, and (6) the Chair, or Vice-Chair as the case may be, has received verification by email or other form of written communication from the District Manager that the conditions contained in this Section 2.B of this resolution have been satisfied and the document instrument can be executed.

C. The Chair and the Vice Chair are not obligated to execute documents satisfying the conditions of this Resolution and may elect to have the agreement, change order, amendment to agreement, or related document brought to the District Board, at its next regular meeting or a special meeting, for its consideration.

D. Notwithstanding the above, this authority granted pursuant to this Resolution shall not be used to approve or execute any agreement, change order, agreement amendment, or other related document that would or could be construed as a means to avoid any legal requirements or competitive bidding or the procurement requirements that the District is subjected to pursuant to Florida law.

SECTION 3. Any agreement, change order, amendment to agreement, or related document pertaining specifically to the District public infrastructure project that has been executed by the Chair or Vice Chair of the District Board pursuant to the authority granted by this Resolution shall be reported to the Board of Supervisors at the following regularly scheduled meeting or special meeting of the Board of Supervisors. A copy of the instrument and any supporting documentation shall be provided with the agenda materials distributed to the Board for purposes of Board ratification. The failure to report or ratify an instrument executed pursuant to this section shall not have the effect, nor shall it be construed, to invalidate or void such an instrument.

SECTION 4. The proper District officials are hereby authorized and directed to take all steps necessary to effectuate the intent of this Resolution. The District Manager and the District Engineer shall be responsible to make sure that the reporting and ratification requirements of Section 3 of this Resolution are implemented for each and every agreement, change order, amendment to agreement, or related document executed pursuant to the authority set forth herein.

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 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.

**PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE
AVENIR COMMUNITY DEVELOPMENT DISTRICT THIS 26th DAY OF MAY, 2022.**

ATTEST:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Secretary/Assistant Secretary

Name: _____
Chair/Vice-Chair

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT, dated the _____ day of _____, 2022 (the "Effective Date"), is by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Palm Beach Gardens, Palm Beach County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

RANDALL E. STOFFT ARCHITECTS, P.A., a Florida corporation, with offices located at 42 N. Swinton Avenue, Delray Beach, Florida 33444 (the "Consultant").

WITNESSETH:

WHEREAS, the District desires to retain an architect to provide architectural services in connection with design, engineering, and construction documents for the Avenir Clubhouse Pavilion outdoor bar within the boundaries of the District (the "Project"); and

WHEREAS, the District solicited proposals for professional architectural, engineering, and design services for the Project; and

WHEREAS, the Consultant submitted its Architectural Professional Services Agreement, dated May 3, 2022, revised May 18, 2022 (the "Proposal") to the District in connection with the Project, which Proposal is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the District and the Consultant (collectively, the "Parties") mutually agree that it is appropriate to for the Parties to enter into this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the District and the Consultant hereto as follows:

ARTICLE 1 **RECITALS**

1.1. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1. Consultant hereby agrees to perform and provide the professional architectural services, as more particularly described herein, for compensation set forth in the Proposal and in Article 4 of this Agreement. Additional work shall be approved under task orders or work authorizations approved by the District.

2.2 In the event of a direct conflict between the terms and conditions set forth in pages 1 through 11 of this Agreement and those set forth in **Exhibit A**, such conflict shall be resolved in favor of terms and conditions provided for in pages 1 through 11 of this Agreement.

2.3 Consultant shall furnish all services, labor, equipment and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional and timely manner. Consultant shall report to the District Manager or his or her designee.

2.4 Consultant hereby represents to District, with full knowledge that District is relying upon these representations when entering into this Agreement with Consultant, that Consultant has the professional expertise, experience and manpower to perform the professional services to be provided by Consultant pursuant to the terms of this Agreement.

2.5 District agrees to assist and cooperate with Consultant in the performance of this Agreement by providing Consultant with information required in the performance of Consultant's services hereunder.

ARTICLE 3

TERM AND TERMINATION

3.1 This Agreement shall commence on the Effective Date and continue, unless otherwise terminated as provided herein, to the completion of the Project by Consultant.

3.2 This Agreement may be terminated by the District with or without cause, immediately upon five (5) calendar days written notice to Consultant. Upon termination by District, the Consultant shall cease all work performed hereunder and District shall pay to Consultant any earned and unpaid portion of the compensation due Consultant pursuant to Article 4. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the District against any loss pertaining to this termination. Consultant shall furnish all documents, plans and work product belonging to the District upon expiration or termination of the Agreement.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1. District agrees to compensate Consultant for all services performed by Consultant in accordance with the Proposal, which states that Consultant will complete the Project for the sum of **TWENTY-ONE THOUSAND ONE HUNDRED FIFTY AND 00/100 (\$21,150.00) DOLLARS** (the "Contract Amount") (plus hourly for additional work requested by the District, as such is defined in the Proposal). Travel and mileage will be reimbursed only for travel outside of Palm Beach County and only upon the prior approval of the District Manager.

4.2 Consultant shall be entitled to invoice for the completed professional services associated with the Project when the same has been completed as accepted and approved by District. District will make its best efforts to pay Consultant within thirty (30) calendar days of receipt of proper invoice the total shown to be due on such invoice.

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 Within the scope of the Proposal for the Project, District or Consultant may request changes that would increase, decrease or otherwise modify the scope of services to be provided under this Agreement. Such changes or additional services must be contained in a written amendment or task order, executed by the Parties hereto, with the same formality and with equal dignity herewith prior to any deviation from the term or scope of this Agreement, including the initiation of any additional or extra work. If changes to the scope of work are to be evidenced by task order, such task order shall be in writing and shall become a part of this agreement upon approval by the District Board of Supervisors and execution by the District and the Consultant. In no event will Consultant be compensated for any work which has not been described in a separate written amendment executed by the Parties hereto.

ARTICLE 6
MISCELLANEOUS

6.1. General Insurance Requirements.

6.1.1. Consultant shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the District Manager of the District or his designee.

6.1.2. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the District Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded

under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the District. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than “A-VI” in the latest edition of “Best Key Rating Guide,” published by A.M. Best Guide.

6.1.3. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. 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 Consultant shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Consultant shall not continue to perform services pursuant to this Agreement unless all required insurance remains in full force and effect.

6.1.4. Commercial General Liability Insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$1,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

6.1.5. Worker’s Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the Consultant shall require the Subconsultants similarly to provide Worker’s Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his subconsultants shall maintain during the life of this policy Employer’s Liability Insurance. The following limits must be maintained:

A.	Worker’s Compensation	Statutory
B.	Employer’s Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If Consultant claims to be exempt from this requirement, Consultant shall provide District proof of such exemption along with a written request for District to exempt Consultant, written on Consultant’s letterhead.

6.1.6. Professional Liability Insurance of \$1,000,000.00 per occurrence.

6.1.7 Consultant shall have its insurer name the District, and its officers, agents, employees, volunteers and representatives, as an additional named insured on its General Liability, Employees Liability, and Professional Liability policies.

6.1.8 NOTHING HEREIN SHALL BE CONSTRUED OR INTERPRETED TO PROVIDE THAT CONSULTANT IS IN ANY WAY RESPONSIBLE FOR ANY DAMAGE TO PERSON OR PROPERTY THAT ARISES OUT OF THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF THE PROJECT, AS ANY ASPECT OF IT EXISTED AS OF THE DATE OF THIS AGREEMENT; IT BEING THE EXPRESS INTENT OF THE PARTIES THAT CONSULTANT BE RESPONSIBLE FOR WORK PERFORMED PURSUANT TO THIS AGREEMENT AND NOT FOR ANY WORK PERFORMED BY ANY CONSULTANT, ARCHITECT, OR CONTRACTOR NOT HIRED OR RETAINED BY CONSULTANT.

6.2. Indemnification.

6.2.1 Consultant shall indemnify and save harmless and defend the District and the City, their respective elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the District or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of Consultant, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the performance by Consultant pursuant to this Agreement.

6.2.2 Consultant shall indemnify District for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. Consultant will defend and/or settle at its own expense, with legal counsel chosen by District, as the case may be, any action brought against the District to the extent that it is based on a claim that products or services furnished to District by Consultant pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

6.2.3 The Parties recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and

the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

6.2.4 The execution of this Agreement by the Consultant shall obligate Consultant to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth herein. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

6.2.5 Nothing herein is intended to be construed, by the District, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

6.3. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Consultant is an independent contractor under this Agreement and not the District's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with District, local, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. The Consultant agrees that it is a separate and independent enterprise from the District, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Consultant and the District and the District will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

6.4. **Assignments; Amendments.** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of District. For purposes of this Agreement, any change of ownership of Consultant shall constitute an assignment which requires District approval. However, this Agreement shall run to the District and its successors and assigns. It is further agreed that no modification, amendment or alteration in the terms or conditions

contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.5. No Contingent Fees. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the District shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

6.6. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Consultant and the District designate the following as the respective places for giving of notice:

DISTRICT: Avenir Community Development District
c/o special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

Copy To: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Las Olas Square, Suite 600
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: Dennis E. Lyles, Esq.

CONSULTANT: Randall E. Stofft Architects, P.A.
42 N. Swinton Avenue
Delray Beach, Florida 33444
Attn: Randall E. Stofft, AIA, President

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and

legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

6.7. E-Verify. The Consultant, on behalf of itself and its subconsultants, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Consultant further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Consultant agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Consultant shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Consultant is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Consultant shall require an affidavit from each subconsultant providing that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subconsultant of the Consultant is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Consultant and order the Consultant to immediately terminate its subcontract with the subconsultant. The Consultant shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Consultant's failure to comply with the E-Verify requirements referenced in this subsection.

6.7. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

6.8. Legal Representation. It is acknowledged that each party had the opportunity to be represented by counsel in the preparation of and contribution to the terms and conditions of this Agreement and, accordingly, the rule that a

contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

6.9 Recovery of Fees. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

6.10. Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

6.11. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.12. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida with venue for purposes of any litigation arising out of this Agreement being Palm Beach County, Florida.

6.13. Extent of Agreement. This Agreement represents the entire and integrated agreement between the District and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

6.14. Records. Consultant shall keep books and records and require any and all subconsultants to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by District and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by District of any fees or expenses based upon such entries.

6.15. Public Records.

A. Consultant shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

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

B. Consultant acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Consultant, the Consultant shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Consultant acknowledges that should Consultant fail to provide the public records to the District within a reasonable time, Consultant may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS

AGREEMENT/CONTRACT, THE CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: 561-630-4922
EMAIL: JPIERMAN@SDSINC.ORG**

6.16. Equal Employment Opportunity. In the performance of this Agreement, the Consultant shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

6.17. Waiver. Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.18. Sovereign Immunity. The parties agree that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

6.19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Consulting Services Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair

_____ day of _____, 2022

**RANDALL E. STOFFT ARCHITECTS,
P.A., a Florida corporation**

By: _____

Print Name

Name/Title: _____

_____ day of _____, 2022

Print Name

EXHIBIT A
PROPOSAL

ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT

Date: May 3rd, 2022

Revised May 18th, 2022

Between: **Avenir Community Development District** Via E-Mail: jpierman@sdsinc.org
 Attn: Jason Pierman, District Manager mmato@waterstonebuilders.com
 2501A Burns Road dlopez@waterstonebuilders.com
 Palm Beach Gardens, Florida 33410 vc@landstardevelopment.com

And: Randall E. Stofft Architects, P.A. | 42 N. Swinton Avenue | Delray Beach, FL 33444

*(Hereinafter referred to as **ARCHITECT**)*

Re: Avenir Clubhouse-Pavilion Outdoor Bar, appx. 15 seats, located at 12255 Avenir Drive, Palm Beach Gardens, Florida.

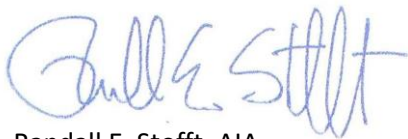
Dear Mr. Pierman,

Thank you for considering Randall Stofft Architects for your project. Please read through this document thoroughly and should you have any queries, please contact us prior to signing.

If you find these conditions acceptable, please sign the fee proposal in the relevant places and at the bottom of each page and return via email, or mail. Receipt thereof will serve as confirmation of our appointment and we will begin your project accordingly.

We look forward to a happy relationship during this exciting project.

Kind regards,



Randall E. Stofft, AIA

Principal Architect

Don Durante

Senior Project Manager

Pavilion Outdoor Bar

Project Address: 12255 Avenir Drive., Palm Beach Gardens, Florida, 33418

May 3rd, 2022

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SCOPE OF ARCHITECTS BASIC SERVICES

Architect's Basic Services consist of those described under the phases identified below and any other services identified in this Agreement.

PRELIMINARY PHASE

Architect shall review the requirements of the Client for the Project and based on these requirements, the Architect will prepare a hand rendered preliminary schematic design consisting and a site plan, floor plan, and front elevation.

DESIGN DEVELOPMENT PHASE

Architect shall provide Design Development documents based on the approved Preliminary Design Presentation documents. The Design Development documents shall include computer generated (CAD) site plan*, floor plans, and elevations.

Design Development includes 2 rounds of revisions to the Design Development documents. Additional changes requested during Design Development Phase and/or after completion of the Design Development Phase will be considered Additional Services and will be billed at the hourly rates listed at the end of this document.

** If applicable, hardscape layout (water features, sidewalks, roadways, etc....) is conceptual only and to be further developed by other consultants.*

SITE PLAN SUBMITTAL PHASE (if required)

Architect shall provide approved Design Development documents and Material/Sample Board to Land Planner for Site Plan Submittal Package to City of Palm Beach Gardens and address comments generated by staff.

CONSTRUCTION DOCUMENTS PHASE

Based on the approved Design Development Documents the Architect shall prepare complete Construction Documents necessary to obtain a building permit and construct the project. Said documents and services will include the following:

- Site Plan
- Floor Plans
- Exterior Elevations
- Feature Sections
- Exterior Details
- Typical Construction Details
- Exterior Specifications

Pavilion Outdoor Bar

Project Address: 12255 Avenir Drive., Palm Beach Gardens, Florida, 33418

May 3rd, 2022

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PERMIT PROCESSING PHASE

Upon completion of the Construction Documents, Architect shall assist Client in making application for the Building Permit by providing clarification of the plans and or revisions required by government Agencies Having Jurisdiction (AHJ).

CONSTRUCTION PHASE (SITE VISITS & ADMINISTRATIVE) *

The Architect/Project Manager, as an optional additional service, shall visit the Project at appropriate phases of construction to become generally familiar with the progress and quality of the work completed and to determine, in general, if the work is being performed in a manner indicating that the work when completed will be in accordance with the intent of the construction documents. However, the Architect shall not be required to make exhaustive or continuous on-site visits to check the quality or quantity of the Work.

The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work as these are solely the Contractor's rights and responsibilities under the Construction Documents.

The services during this phase shall include providing clarifications to the construction documents (RFI'S) arising out of the normal process of pre-construction, construction and the review of shop drawings, approval of construction draws as required.

Construction Administration will be billed on a monthly basis at a rate of.....\$2,000.00

****Should you require that we perform Construction Administration please sign where indicated below.***

Construction Administration is requested according to the terms outlined above:

Client

Date

Pavilion Outdoor Bar

Project Address: 12255 Avenir Drive., Palm Beach Gardens, Florida, 33418

May 3rd, 2022

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ADDITIONAL SERVICES

Services rendered that are not part of those Basic Services described herein shall be provided only after instruction and authorization by Client and shall be paid for by Client in addition to the compensation for Basic Services. Fees for these services, if billed as a reimbursable, will include a 20% coordination fee. Additional services shall include, but not be limited to, providing other services not included as part of Basic Services as follows:

- Kitchen/ Bar Consultant
- Pool/ Fountain Design & Engineering
- Civil Engineering
- Coastal Engineering
- As-Built - Renovations that require additional verification will be billed at hourly rate.
* Client will be informed if As-Built are required.
- Professional Architectural 2d / 3d Renderings and Models
- Landscape/Irrigation
- Lighting Consultant
- Site Meetings, Meeting time out of office, Meeting in office after completion of Design Development phase.
- Attending Architectural Review Board Meetings, Zoning and City Council Meetings, Public Hearings, Dispute Resolution Proceeding or Legal Proceedings.
- Revisions to the Construction Documents due to:
 - a) Adjustments to program, budget, or previous approvals/instructions by Client.
 - b) Enactment or revisions of codes, laws, or regulations subsequent to the preparation of such documents.
 - c) Client's failure to render decisions in a timely manner.

CLIENT RESPONSIBILITIES

The Client shall provide the Architect with the following information and or services with reference to the requirements of the project when applicable:

- Program and schedule with reference to Client's objective
- Constraints and criteria
- Space requirements and relationships
- Site requirements
- Survey (current), recent soil report, and or a Boundary, Tree and Topographical Survey- if deemed necessary by the Architect. Architect shall be entitled to rely upon the accuracy and completeness of any and all documents provided by Client.
- Copy of deed restrictions, community/architectural review board rules and regulations.

Pavilion Outdoor Bar

Project Address: 12255 Avenir Drive., Palm Beach Gardens, Florida, 33418

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REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Architect's services and include expenses incurred by Architect and Architect's employees and consultants directly related to the Project as identified below.

- Reproduction of documents- All reproduction fees can be charged to Clients account if established. If no account is established, prints will be charged as per fees below.
- Express postage & delivery charges and courier services incurred by Client or on their behalf- Fed Ex charges will be billed as per fees below. Additional charges will apply for International delivery, Saturday delivery, distances and weight not consistent with regular fees.

Printing Fees

11x17 monochrome	\$ 2.00/sheet
11x17 color prints	\$ 2.50/sheet
24x36 monochrome	\$ 3.00/sheet
24x36 color	\$ 15.00/sheet
30x42 monochrome	\$ 3.50/sheet
30x42 color	\$ 20.00/sheet
8 ½ x 11 monochrome	\$ 1.50 / sheet
8 ½ x 11 color	\$ 1.75 / sheet

FedEx Fees (based on 1lb)

Envelope	\$ 18.00/lb
Pack	\$ 30.00/lb
Tube	\$ 45.00/lb

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ARCHITECT BASIC SERVICES FEE

Site Plan Submittal Package to the City of Palm Beach Gardens.....\$2,000.00 *(if required)*

Architectural Design Development & Construction Documents.....\$6,500.00

*ENGINEERING FEES

Structural Engineering.....\$1,500.00 *(estimated)*

***Does not include Structural Engineer site visits and reimbursables*

Mechanical, Electrical & Plumbing.....\$8,150.00

***Does not include Electrical & Plumbing Engineer site visits and reimbursables*

Kitchen/Bar Consultant.....\$3,000.00

Structural & MEP Engineering will be billed in FULL at 50% completion of Construction Documents. Architect will not authorize Consultant to commence work until Architect receives payment in full for Consultant's services.

****Consultants hired by client directly will incur an hourly fee of \$300.00 per hour for any coordination done by the project architect. (ie: engineers, interior designers etc.)*

PAYMENT SCHEDULE - Architectural Design & Construction Documents Fee

Project Stage	Architects Fee
Retainer/Conceptual An architectural retainer is required for Preliminary Presentations with no obligation to proceed with Design Development. When the project proceeds to Design development, the retainer will be applied towards the architectural fee.	\$1,000.00
Design Development: Presentation of site plan, floor plan, and front elevation in CAD **	\$2,500.00
50% Construction Documents: Remaining elevations in CAD	\$1,500.00
Site Plan Submittal Package to Palm Beach Gardens (Includes Site Plan, Floor Plan, Elevations, and Material Board)	\$2,000.00
Engineering will be commenced. Structural & MEP Engineering will be billed in full at 50% completion of Construction Documents. Architect will not authorize Consultant to commence work until Architect receives payment in full for Consultant's services.	\$12,650.00 *(see Engineering Fees above)
75% Construction Documents	\$1,000.00
Final Construction Documents	\$500.00
Total Architectural & Engineering Fee	\$21,150.00

***Design Development includes 2 rounds of revisions to the Design Development documents. Additional changes requested during Design Development Phase and/or after completion of the Design Development Phase will be*

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considered Additional Services and will be billed at the hourly rates listed at the end of this document.

PAYMENT CONDITIONS

- Invoices will be issued after the completion of each stage, payable on presentation of invoice. We allow 14 days in which to settle the outstanding amount from date of invoice.
- Should there be a query on a particular invoice please raise this prior to the invoice becoming overdue.
- Randall Stofft Architects reserves the right to cease work on a project and/or terminate the contract should there be a delay in payment. Payment for subsequent stages may also be requested in advance. Work on overdue accounts may be suspended without notice at the sole discretion of Randall Stofft Architects.
- Randall Stofft Architects shall not be responsible for any delays caused by late payments, nor for any damages arising therefrom.
- Interest on overdue accounts shall be charged at prime + 2% from the date payment is due. Should legal action be necessary, all legal costs incurred in recovering debts which include attorney/client and attorney/attorney costs, will be for the client's account.
- Invoices will be issued after the completion of each stage.
- We accept cash, check, wire & credit card payments. Credit card payments are accepted however they will incur a 4% courtesy charge. Should you need wire or credit card information please call or email us at accounting@stofft.com

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon not less than five days written notice (return receipt requested) with or without cause. In the event of termination of the Agreement or suspension of the Project, the Architect shall be compensated for all services performed prior to termination including reimbursable expenses.

The Client shall within five (5) calendar days of termination pay the Architect for all services rendered and all costs incurred, whether invoiced or not, up to the date of termination, plus 7.5% of that figure as an administration fee for works complete at that time.

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OWNERSHIP OF DOCUMENTS

Randall Stofft Architects shall be deemed the author of all documents prepared for this Project and shall retain ownership of all original documents as well as all common law, statutory and other reserved rights, including the copyright to same. Copies of the drawings retained by the Client may be utilized only for his use and for occupying the project for which they were prepared and not for the construction of any other projects.

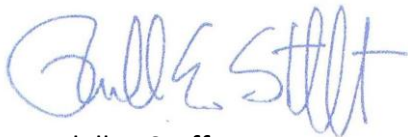
Additional Services and Reimbursable Expenses will be invoiced at intervals commensurate with their occurrence and are due upon receipt.

Payments are due upon receipt and payable within 14 days from date of invoice. Any amount unpaid after 30 days shall bear an interest rate of 2% per month from the date the payment is due. The Client shall pay for all expenses incurred in connection with the collection of overdue amounts including attorney fees and out of pocket expenses. No deduction shall be made from Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of cost changes in the Work, other than those for which Architect has been judged liable. Architect shall reserve the right to discontinue services on all past due accounts should Client fail to substantially perform in accordance with the terms of this Agreement.

Any additional work requested by the Client that alters the scope of work as outlined in this agreement will be considered Additional Services and will be billed at an hourly rate as follows:

Principal	\$400.00
Project Architect/Sr. Project Manager	\$300.00
Drafter	\$150.00

We look forward to working with you and ask that you please indicate your acceptance of the terms and conditions as outlined above by signing below.



Randall E. Stofft, AIA
President

Client _____
Jason Pierman, District Manager
Avenir Community Development District

Date: _____



4101 Vinkemulder Road | Coconut Creek, FL 33073 | 954.973.3333 | WWW.CPMLAWN.COM

Hurricane Procedures and Storm Preparedness

Hurricane season is here! The published forecast for this year predicts an above average probability of a major storm making U.S. landfall. CPM has a plan in place for all types of severe weather. If we are hit by a storm, immediately after the hurricane warnings are lifted by The National Weather Service and local municipalities, our management staff will deploy to their assigned geographic areas.

The damage will be assessed at the pre-authorized properties to determine where to dispatch our crews according to liability, access, damage, and danger. CPM will then enter our phased clean-up plan as follows:

Phase 1:

Cut tree limbs off vehicles, buildings, homes, driveways, and roadways to allow access for emergency services. This phase of service is to ensure your safety and to clear all road and entries.

Phase 2:

Cutting of broken branches in trees and on the ground. Stacking of all debris for future pick-up. Staking of fallen and leaning trees at the front of units and buildings.

Phase 3:

The removal of large logs, stumps, and piles of debris. The staking of fallen and leaning trees at the side and rear of units and buildings. Clean up of the rear of buildings.

Phase 4:

Re-conditioning your landscape. Irrigation repair, soil replacement, sod replacement, shrub replacement, and tree replacement.

Services provided in Phase 1 will be automatic. Phases 2, 3, and 4 will need to be approved via a signed proposal or verbal acknowledgment.

Complete Property Maintenance has all the equipment, manpower, and knowledge needed to provide these services for your community.

Thanks,

Complete Property Maintenance, INC.

2022 Pre-Approval Form: After Hurricane/Storm Non-Contractual Work

Equipment and Labor:

Labor: \$45 per man hour (tools included: hand saws, pole saws, etc.)



Bobcat/Kubota with Operator: \$100 per hour (includes grapple)



Bucket Truck: \$130 per hour



Tree Climbers and Cutters: \$75 per man hour



Truck and Chipper: \$100 per hour



Dump Fees: \$25 per yard, If applicable FEMA provides free dumping

Tree Staking:

Small tree using wellington tape: \$20 to \$35

Medium Trees using 2 x 4's: \$75

Large Trees using 2 x 4's: \$100

Extra-Large Trees using 2 x 4's: Price Individually

Irrigation:

Laborer: \$45 per hour

Technician Assistant: \$55 per hour

Technician: \$65 per hour

Although CPM will use due care, Contractor is not responsible for damage to turf, plants, shrubs, hedges, etc. that are located around trees that are being up righted. Contractor is not responsible for damage to underground utilities, cable television, or sprinkler related materials (pipes, valves, etc.) since we cannot determine their location. In addition, Contractor is not responsible for damage to curbing, driveways, etc. due to equipment access. Any permits to be obtained shall remain the responsibility of the Homeowners Association. No backfill is included in price.

Homeowner/Community are responsible for initial and follow-up watering.

Disruption to normal maintenance services will not result in credits, but schedules will be adjusted to catch up to maintenance services.

Please sign below indication the pre-approval of these services. Return signed for to Complete Property Maintenance Inc. by US mail, fax (954) 979-1424 or email to: ARIB@CPMLAWN.COM

P.O.A. / H.O.A.

Date

President/BOD Signature

Print Name

EMERGENCY CONTACT NUMBERS

Name: _____

Land Line #: _____

Cell #: _____

Name: _____

Land Line #: _____

Cell #: _____

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT, dated the _____ day of _____, 2022 (the "Effective Date"), is by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Palm Beach Gardens, Palm Beach County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

MAIN STREET ENGINEERING, INC., a Florida corporation, with offices located at 7035 SW 47th Street, Suite B, Miami, Florida 33155 (the "Consultant").

WITNESSETH:

WHEREAS, the District desires to retain a consultant to provide photometric lighting design services in connection with approximately 1.3 miles of the eastbound lanes of Northlake Boulevard in compliance with applicable lighting codes and requirements and IESNA recommendations and utilizing the same criteria and equipment to be provided and installed by Florida Power & Light per the plans developed by WGI for the section of Northlake Boulevard east of Coconut Boulevard (the "Project"); and

WHEREAS, the District solicited proposals for professional services for the Project; and

WHEREAS, the Consultant submitted its Consultant Work Order Proposal, dated April 8, 2022 (the "Proposal") to the District in connection with the Project, which Proposal is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the District and the Consultant (collectively, the "Parties") mutually agree that it is appropriate to for the Parties to enter into this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the District and the Consultant hereto as follows:

ARTICLE 1
RECITALS

1.1. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1. Consultant hereby agrees to perform and provide the professional services, as more particularly described herein, for compensation set forth in the Proposal and in Article 4 of this Agreement. Additional work shall be approved under task orders or work authorizations approved by the District.

2.2 In the event of a direct conflict between the terms and conditions set forth in pages 1 through 12 of this Agreement and those set forth in **Exhibit A**, such conflict shall be resolved in favor of terms and conditions provided for in pages 1 through 12 of this Agreement.

2.3 Consultant shall furnish all services, labor, equipment and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional and timely manner. Consultant shall report to the District Manager or his or her designee.

2.4 Consultant hereby represents to District, with full knowledge that District is relying upon these representations when entering into this Agreement with Consultant, that Consultant has the professional expertise, experience and manpower to perform the professional services to be provided by Consultant pursuant to the terms of this Agreement.

2.5 District agrees to assist and cooperate with Consultant in the performance of this Agreement by providing Consultant with information required in the performance of Consultant's services hereunder.

ARTICLE 3
TERM AND TERMINATION

3.1 This Agreement shall commence on the Effective Date and continue, unless otherwise terminated as provided herein, to the completion of the Project by Consultant.

3.2 This Agreement may be terminated by the District with or without cause, immediately upon five (5) calendar days written notice to Consultant. Upon termination by District, the Consultant shall cease all work performed hereunder and District shall pay to Consultant any earned and unpaid portion of the

compensation due Consultant pursuant to Article 4. In the event that Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the District against any loss pertaining to this termination. Consultant shall furnish all documents, plans and work product belonging to the District upon expiration or termination of the Agreement.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1. District agrees to compensate Consultant for all services performed by Consultant in accordance with the Proposal, which states that Consultant will complete the Project for the sum of **SIX THOUSAND THREE HUNDRED AND 00/100 (\$6,300.00) DOLLARS** (the "Contract Amount") (plus hourly for additional work requested by the District, as such is defined in the Proposal). Travel and mileage will be reimbursed only for travel outside of Palm Beach County and only upon the prior approval of the District Manager. Payment of the Contract Amount shall be in accordance with this section and the Proposal.

4.2 Consultant shall be entitled to invoice for the completed professional services associated with the Project when the same has been completed as accepted and approved by District. District will make its best efforts to pay Consultant within thirty (30) calendar days of receipt of proper invoice the total shown to be due on such invoice.

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 Within the scope of the Proposal for the Project, District or Consultant may request changes that would increase, decrease or otherwise modify the scope of services to be provided under this Agreement. Such changes or additional services must be contained in a written amendment or task order, executed by the Parties hereto, with the same formality and with equal dignity herewith prior to any deviation from the term or scope of this Agreement, including the initiation of any additional or extra work. If changes to the scope of work are to be evidenced by task order, such task order shall be in writing and shall become a part of this agreement upon approval by the District Board of Supervisors and execution by the District and the Consultant. In no event will Consultant be compensated for any work which has not been described in a separate written amendment executed by the Parties hereto.

ARTICLE 6
MISCELLANEOUS

6.1. General Insurance Requirements.

6.1.1. Consultant shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the District Manager of the District or his designee.

6.1.2. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the District Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the District. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide," published by A.M. Best Guide.

6.1.3. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. 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 Consultant shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Consultant shall not continue to perform services pursuant to this Agreement unless all required insurance remains in full force and effect.

6.1.4. Commercial General Liability Insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$1,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

6.1.5. Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the Consultant shall require the subconsultants similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his subconsultants shall maintain during the life of this policy Employer's Liability Insurance. The following limits must be maintained:

A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If Consultant claims to be exempt from this requirement, Consultant shall provide District proof of such exemption along with a written request for District to exempt Consultant, written on Consultant's letterhead.

6.1.6. Professional Liability Insurance of \$1,000,000.00 per occurrence.

6.1.7 Consultant shall have its insurer name the District, and its officers, agents, employees, volunteers and representatives, as an additional named insured on its General Liability, Employees Liability, and Professional Liability policies.

6.1.8 NOTHING HEREIN SHALL BE CONSTRUED OR INTERPRETED TO PROVIDE THAT CONSULTANT IS IN ANY WAY RESPONSIBLE FOR ANY DAMAGE TO PERSON OR PROPERTY THAT ARISES OUT OF THE DESIGN, CONSTRUCTION, OR MAINTENANCE OF THE PROJECT, AS ANY ASPECT OF IT EXISTED AS OF THE DATE OF THIS AGREEMENT; IT BEING THE EXPRESS INTENT OF THE PARTIES THAT CONSULTANT BE RESPONSIBLE FOR WORK PERFORMED PURSUANT TO THIS AGREEMENT AND NOT FOR ANY WORK PERFORMED BY ANY CONSULTANT, ENGINEER, ARCHITECT, OR CONTRACTOR NOT HIRED OR RETAINED BY CONSULTANT.

6.2. Indemnification.

6.2.1 Consultant shall indemnify and save harmless and defend the District and the City, their respective elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the District or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of Consultant, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the performance by Consultant pursuant to this Agreement.

6.2.2 Consultant shall indemnify District for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. Consultant will defend and/or settle at its

own expense, with legal counsel chosen by District, as the case may be, any action brought against the District to the extent that it is based on a claim that products or services furnished to District by Consultant pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

6.2.3 The Parties recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

6.2.4 The execution of this Agreement by the Consultant shall obligate Consultant to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth herein. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

6.2.5 Nothing herein is intended to be construed, by the District, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

6.3. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Consultant is an independent contractor under this Agreement and not the District's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with District, local, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. The Consultant agrees that it is a separate and independent enterprise from the District, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Consultant and the District and the District

will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

6.4. Assignments; Amendments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of District. For purposes of this Agreement, any change of ownership of Consultant shall constitute an assignment which requires District approval. However, this Agreement shall run to the District and its successors and assigns. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.5. No Contingent Fees. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the District shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

6.6. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Consultant and the District designate the following as the respective places for giving of notice:

DISTRICT: Avenir Community Development District
 c/o Special District Services, Inc.
 2501A Burns Road
 Palm Beach Gardens, Florida 33410
 Attn: District Manager

Copy To: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
 Las Olas Square, Suite 600
 515 East Las Olas Boulevard
 Fort Lauderdale, Florida 33301
 Attn: Dennis E. Lyles, Esq.

CONSULTANT: Main Street Engineering, Inc.
7035 SW 47th Street, Suite B
Miami, Florida 33155
Attn: William Pino, President

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

6.7. **E-Verify.** The Consultant, on behalf of itself and its subconsultants, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Consultant further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Consultant agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Consultant shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Consultant is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Consultant shall require an affidavit from each subconsultant providing that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subconsultant of the Consultant is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Consultant and order the Consultant to immediately terminate its subcontract with the subconsultant. The Consultant shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including

this Agreement, based on Consultant's failure to comply with the E-Verify requirements referenced in this subsection.

6.7. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

6.8. **Legal Representation.** It is acknowledged that each party had the opportunity to be represented by counsel in the preparation of and contribution to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

6.9 **Recovery of Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

6.10. **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

6.11. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.12. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida with venue for purposes of any litigation arising out of this Agreement being Palm Beach County, Florida.

6.13. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the District and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

6.14. **Records.** Consultant shall keep books and records and require any and all subconsultants to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by District and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete

or incorrect entries in such books and records will be grounds for disallowance by District of any fees or expenses based upon such entries.

6.15. Public Records.

A. Consultant shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

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

B. Consultant acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in

possession of the Consultant, the Consultant shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Consultant acknowledges that should Consultant fail to provide the public records to the District within a reasonable time, Consultant may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: 561-630-4922
EMAIL: JPIERMAN@SDSINC.ORG**

6.16. Equal Employment Opportunity. In the performance of this Agreement, the Consultant shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

6.17. Waiver. Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.18. Sovereign Immunity. The parties agree that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

6.19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Consulting Services Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair

_____ day of _____, 2022

**MAIN STREET ENGINEERING, INC., a
Florida corporation**

Print Name

By: _____
William Pino, President

Print Name

_____ day of _____, 2022

EXHIBIT A
PROPOSAL



CONSULTANT WORK ORDER PROPOSAL

Main Street Engineering, Inc. proposes to provide the services identified below for the project entitled "**North Lake Blvd, Palm Beach County, FL**". Engineering Services for a Photometric Design.

I. GENERAL

Project Description: **Engineering Services for the Photometric Design of Approximately 1.3 miles of the East bound lanes of North Lake Blvd (.66 miles West and .47 East of Coconut Blvd) in compliance with applicable Lighting Codes and Requirements and IESNA Recommendations. The Lighting Design shall be done utilizing the same criteria and equipment to be provided and installed by FPL, as per the plans developed by WGI for the section Eat of Coconut Blvd.**

The general objective is for Main Street Engineering, Inc., hereinafter referred as the CONSULTANT, to provide Consulting Engineering Services to Avenir Community Development District.

II. SCOPE OF WORK

CONSULTANT to provide Design Services as per the following tasks/activities:

1. Survey of Existing Conditions at the Site
2. Utility Coordination
3. FPL coordination
4. Plans with Photometric Calculations Signed and Sealed by a Professional Engineer.
Results shall include: Average Illuminance, Max/Min ratio, and Ave/Min ratio
5. Details and Specifications of Lighting Standards

III. SCHEDULE OF WORK – TIME OF PERFORMANCE

Consultant shall submit the Deliverables and perform the Work as depicted in the tables below:

SCHEDULE OF WORK AND DELIVERABLES		
Sheet or ID Number	Drawing Name or Deliverable	Anticipated Delivery Date
1	Tasks 1-3 as described in Scope of Work	3 weeks (*)
2	Tasks 4-5 as described in Scope of Work	3 weeks

(*) Upon acceptance and receipt of the initial payment as indicated on Paragraph V.



IV. COMPENSATION

Consultant shall perform the Work detailed in this Proposal for a fixed rate of \$6,300.00. Any additional tasks outside the scope of work described on Paragraph III will be billed at \$175 per Man-hour.

V. PAYMENT TERMS

- \$3000.00 with the acceptance of this proposal. Attached please find invoice for this item.
- Balance of \$3,300.00 upon completion of the plans prior of delivering the Signed & Sealed plans

VI. PROJECT MANAGER

CONSULTANT'S Project Manager for this Work Order assignment will be William E. Pino, P.E.

Submitted by: Main Street Engineering, Inc.

Date: April 8th, 2022

Signed by: William E. Pino, P.E.
President

A handwritten signature in black ink, appearing to read 'W. Pino', is written over a horizontal line.

Accepted by: Avenir Community
Development District
550 Biltmore Way, Suite 1110
Coral Gables, Florida 33134

Date: _____

Signed by: _____
Virginia Cepero, Chairperson

_____ Date



Celebrating
35
years

CAULFIELD & WHEELER, INC.
Consulting Engineers • Surveyors & Mappers

Engineering EB0003591
Surveying LB0003591
Landscape Architecture LC0000318

April 29, 2022

Proposal #04-22-150

Ms. Virginia Cepero
Avenir Community Development District
2501A Burns Road
Palm Beach Gardens, FL 33410-5207

Re: Agreement for professional services relating to the "AVENIR LIFT STATION #6 – SUA EASEMENTS" located in the City of Palm Beach Gardens, Palm Beach County, Florida.

Dear Ms. Cepero:

Thank you for the opportunity to present you with this agreement for professional services for the "AVENIR LIFT STATION #6 – SUA EASEMENTS". The scope of this agreement is to provide professional Surveying services of the subject property.

SCOPE OF SERVICES

1). SKETCH OF DESCRIPTION FOR AVENIR LIFT STATION #6 – SUA EASEMENTS

Consultant shall prepare three sketches and legal descriptions for the proposed Lift Station #6, in accordance with the Standards of Practice set forth in Chapter 5J-17 adopted by the Florida State Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes.

Lift Station Easement Fee.....	\$260.00
Access Easement Fee.....	\$360.00
Utility Easement Fee.....	\$260.00

2). MISCELLANEOUS SERVICES

Any other miscellaneous services outside the scope of this contract, requested by the Client, will be performed at the prevailing hourly rates based upon actual work performed.

Principals.....	\$190.00/hr.
Expert Witness Testimony	\$275.00/hr.
Laser Scanning Survey Crew	\$250.00/hr.
GPS Survey Crew	\$165.00/hr.
Robotic Survey Crew	\$140.00/hr.
Field Survey Crew	\$140.00/hr.
Professional Land Surveyor	\$140.00/hr.
Engineering Design.....	\$140.00/hr.
Landscape Architect/Site Planning	\$135.00/hr.
CADD/Technician/Draftsperson.....	\$100.00/hr.
Office Technician.....	\$75.00/hr.
Engineering Inspector	\$90.00/hr.
Prints	\$0.30/s.f.
Mylars	\$4.50/s.f.
Federal Express/Overnight Deliveries	\$25.00/each
Federal Express First Overnight Deliveries	\$75.00/each
Courier Deliveries.....	Cost plus 10%

3). GENERAL PROVISIONS

- A. The terms of this agreement shall be effective for one (1) year from the date of execution of this contract and may be renegotiated at the option of the Consultant.
- B. Receipt of this agreement (signed by all parties) shall be considered by Caulfield & Wheeler, Inc. as notice to proceed.
- C. Statements for the professional services rendered by Caulfield & Wheeler, Inc. under this agreement will be invoiced monthly based on a work-in-progress or completed basis and payment is due upon the Client's receipt of the invoice or statement. Invoices not paid within 60 days of the date of the invoice shall be deemed delinquent. Upon any invoice or statement becoming delinquent, Caulfield & Wheeler, Inc. may:
 1. Deem this agreement terminated. Caulfield & Wheeler, Inc. and Client shall thereupon have no further rights or obligations under this agreement and all fees and costs owed by Client through the date of termination shall be immediately due and payable; and/or
 2. Withhold all work product of Caulfield & Wheeler, Inc. under this agreement, including all drawings, surveys, plats, reports, calculations, specifications, and all other data, and not deliver the same to the Client, and discontinue performing and providing professional services under this proposal until payment in full of all outstanding statements is received; file lien against the property for all outstanding invoices.

Client acknowledges that Consultant will not be held liable for any damages incurred resulting from Consultant withholding work product or discontinuing services due to delinquency of payment of invoices on the part of the Client.

Caulfield & Wheeler, Inc. may request that the final statement be paid simultaneously with the delivery to the Client of the final work product due under this agreement. Fees for Caulfield & Wheeler, Inc.'s professional services under this agreement and costs incurred shall be due and payable by Client whether or not the Client, for any reason, fails or elects not to proceed with the Project.

- D. The Client shall be responsible for the payment of all reimbursable items (i.e. blueprints, printing, Engineering mylars, plat mylars, authorized travel, filing fees, permits, assessments, or governmental related fees).
- E. The obligation to provide further services under this agreement may be terminated by either party upon receipt of written notice within seven (7) days in the event of a substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant shall be paid for all services rendered to the date of termination including all reimbursable expenses and terminating expenses.
- F. Revisions and/or additional services requested outside the scope of this agreement will be invoiced at the prevailing hourly rates.
- G. All electronic files are the property of Caulfield & Wheeler, Inc. Hard copies of the data contained in the electronic files will be provided to Client upon request.
- H. This Agreement may be assigned to another entity upon payment in full of outstanding invoices sent prior to the assignment request.

**PURSUANT TO FLORIDA STATUTE 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Page 4 – April 29, 2022
Proposal #04-22-150
Avenir Community Development District

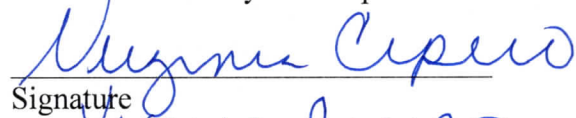
This agreement, consisting of four (4) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Avenir Community Development District, Client, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,
Caulfield & Wheeler, Inc.



David P. Lindley, PLS
Senior Vice President

Accepted by:
Avenir Community Development District


Signature

Virginia Cepero
Print Name

CHAIR
Title

5/2/2022
Date

Z:\PROPOSALS-BIDS\Pending\2022\Avenir Lift Station #6 SUA Easements-Avenir CDD.docx

2022 FISH STOCKING AGREEMENT

AVENIR

<u>DATE:</u>	<u>TERMS:</u>	<u>PRICES QUOTED ARE F.O.B DELIVERY:</u>
5.11.2022	50% Down	Installed Spring 2022

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
11,250	Certified Florida Large Mouth Bass @ \$2.75/	\$33,750.00
56,250	Mixture of Blue Gill & Red Ear Sunfish @ \$0.80/	\$45,00.00
11,250	Channel Catfish @ \$0.80/	\$9,000.00
280,000	Fat Head Minnows @ \$0.10/	\$28,000.00
Delivery Fee-		\$250.00

TOTAL-	<u>\$116,000.00</u>
---------------	----------------------------

THIS OFFER IS GOOD FOR THIRTY (30) DAYS FROM DATE OF QUOTATION.

SUPERIOR WATERWAY SERVICES, INC. CUSTOMER ACCEPTANCE -
The above prices, specifications and conditions are satisfactory and are hereby accepted.

Customer signature

Date

RESOLUTION NO. 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Avenir Community Development District (“District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2022/2023 has been prepared and considered by the Board.

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

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2022/2023 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for _____, 2022 at 2:00 p.m. at the offices of Special District Services, Inc., 2501A Burns Rd., Palm Beach Gardens, FL 33410, for the purpose of receiving public comments on the Proposed Fiscal Year 2022/2023 Budget.

PASSED, ADOPTED and EFFECTIVE this 26th day of May, 2022.

ATTEST:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Avenir Community Development District

**Proposed Budget For
Fiscal Year 2021/2022
October 1, 2021 - September 30, 2022**

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V	DETAILED PROPOSED DEBT SERVICE BUDGET (SERIES 2019)
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PROPOSED BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET
REVENUES	
O&M Assessments	2,244,888
Clubhouse Assessments	1,970,534
Total Debt Assessments	10,806,548
Landowner Contribution - O&M	0
Landowner Contribution - Clubhouse	0
Landowner Contribution - Debt	0
Impact Fees	1,073,500
Debt - Capitalized Interest	0
Bond Prepayments	0
Bond Prepayments - Sent to Trustee	0
O&M Interest & Other Income	1
Clubhouse Interest & Other Income	17,600
TOTAL REVENUES	\$ 16,113,071
EXPENDITURES	
Supervisor Fees	0
Engineering/Inspections	15,000
Management	60,820
Legal	60,000
Assessment Roll	7,500
Audit Fees	8,000
Arbitrage Rebate Fee	3,200
Insurance	30,000
Legal Advertisements	4,500
Miscellaneous	2,000
Postage	500
Office Supplies	3,500
Dues & Subscriptions	175
Trustee Fees	25,000
Continuing Disclosure Fee	3,000
Website Management	2,000
Appraisal Fee	0
Miscellaneous Maintenance	75,000
Base Landscape Maintenance	600,000
Optional Landscape Maintenance	250,000
Lake Maintenance	50,000
Stormwater / Lake Water Control	320,000
Mitigation Maintenance	130,000
Trail Maintenance	5,000
Wild Hog Control	15,000
Pump Maintenance	15,000
Electric (FPL) (Including Streetlight)	325,000
Water (Seacoast)	100,000
Field Operations	0
Clubhouse Total Expenditures	1,869,902
TOTAL EXPENDITURES	\$ 3,980,097
REVENUES LESS EXPENDITURES	\$ 12,132,974
Bond Payments - Series 2018	(3,246,468)
Bond Payments - Series 2019	(1,450,285)
Bond Payments - Series 2020 (IF)	(1,073,500)
Bond Payments - Series 2021	(5,461,403)
BALANCE	\$ 901,318
County Appraiser & Tax Collector Fee	(300,439)
Discounts For Early Payments	(600,879)
EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET	COMMENTS
REVENUES				
O&M Assessments	1,100,893	3,244,953	2,244,888	Total Expenses / .94
Clubhouse Assessments	19,044	0	1,970,534	Total CH Expenses / .94
Total Debt Assessments	2,155,417	22,330,118	10,806,548	
Landowner Contribution - O&M	712,045	0	0	
Landowner Contribution - Clubhouse	0	0	0	
Landowner Contribution - Debt	0	0	0	
Impact Fees	1,169,080	0	1,073,500	Estimated
Debt - Capitalized Interest	0	0	0	
Bond Prepayments	2,209,682	0	0	
Bond Prepayments - Sent to Trustee	(2,209,682)	0	0	
O&M Interest & Other Income	434	0	1	
Clubhouse Interest & Other Income	0	0	17,600	
TOTAL REVENUES	\$ 5,156,913	\$ 25,575,071	\$ 16,113,071	
EXPENDITURES				
Supervisor Fees	0	0	0	
Engineering/Inspections	10,750	15,000	15,000	
Management	39,084	39,631	60,820	CPI Adjustment
Legal	50,907	60,000	60,000	
Assessment Roll	7,500	7,500	7,500	
Audit Fees	5,000	8,000	8,000	
Arbitrage Rebate Fee	2,600	1,950	3,200	
Insurance	6,002	8,000	30,000	Insurance Estimate
Legal Advertisements	6,138	4,500	4,500	
Miscellaneous	419	2,000	2,000	
Postage	618	500	500	
Office Supplies	1,516	2,000	3,500	
Dues & Subscriptions	175	175	175	
Trustee Fees	21,000	18,000	25,000	
Continuing Disclosure Fee	2,000	3,000	3,000	
Website Management	2,000	2,000	2,000	
Appraisal Fee	0	0	0	
Infrastructure Maintenance	83,063	0	0	
Miscellaneous Maintenance	35,569	25,000	75,000	
Base Landscape Maintenance	444,397	450,000	600,000	
Optional Landscape Maintenance	0	100,000	250,000	
Lake Maintenance	44,434	28,000	50,000	
Stormwater / Lake Water Control	374,164	180,000	320,000	Pumps
Mitigation Maintenance	113,588	130,000	130,000	
Trail Maintenance	0	5,000	5,000	
Wild Hog Control	0	15,000	15,000	
Pump Maintenance	0	25,000	15,000	
Electric (FPL) (Including Streetlight)	233,405	325,000	325,000	Streetlight & electric
Water (Seacoast)	136,977	100,000	100,000	
Field Operations	0	20,000	0	
Clubhouse Total Expenditures	68,232	1,475,000	1,869,902	
TOTAL EXPENDITURES	\$ 1,689,536	\$ 3,050,256	\$ 3,980,097	
REVENUES LESS EXPENDITURES	\$ 3,467,377	\$ 22,524,815	\$ 12,132,974	
Bond Payments - Series 2018	(1,969,712)	(3,402,085)	(3,246,468)	2023 P & I Payments Less Earned Interest
Bond Payments - Series 2019	(83,708)	(1,455,335)	(1,450,285)	2023 P & I Payments Less Earned Interest
Bond Payments - Series 2020 (IF)	(1,169,080)	(17,162,650)	(1,073,500)	Estimated
Bond Payments - Series 2021	0	0	(5,461,403)	2023 P & I Payments Less Earned Interest
BALANCE	\$ 244,878	\$ 504,745	\$ 901,318	
County Appraiser & Tax Collector Fee	(16,228)	(168,248)	(300,439)	
Discounts For Early Payments	(107,687)	(336,497)	(600,879)	
EXCESS/ (SHORTFALL)	\$ 120,963	\$ -	\$ -	

DETAILED PROPOSED CLUBHOUSE BUDGET

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2022/2023

OCTOBER 1, 2022 - SEPTEMBER 30, 2023

EXPENDITURES	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET	COMMENTS
Connect Water Fee	68,232			
Management/personnel	0	530,000	533,206	
Uniforms	0	0	4,000	
Licenses/Permits	0	5,000	5,000	
Insurance	0	62,880	75,456	
Post / Print / Office Sup	0	6,000	4,500	
IT / Telecom	0	35,000	35,000	
HVAC Maint & Repair	0	7,000	12,000	
Janitorial	0	15,000	15,000	
Misc Repair & Maint	0	50,000	60,000	
Pest Control	0	20,000	20,000	
Fire/ Life/ Hood -Safe Sys	0	6,000	6,000	
Fitness Equip	0	4,000	4,000	
Vehicle Lease & Maint	0	3,000	1,500	
Holiday Decorations	0	15,000	15,000	
Cable / Music Services	0	3,000	4,000	
Trash Removal	0	17,000	10,800	
Gas	0	75,000	75,000	
Electricity	0	90,000	65,000	
Water & Sewer	0	100,000	50,000	
Irrigation Water	0	75,000	13,000	
Camera Surveillance	0	5,000	0	
Electronic Access Control	0	1,000	4,000	
Surveillance Repair & Main	0	3,000	5,000	
Landscape Maint Contract	0	121,770	100,000	
Landscape Other	0	0	89,500	
Pool Chemicals	0	50,000	60,000	
Pool Repair & Maint	0	15,000	52,500	
Tennis & Pickle Court Main	0	7,000	10,000	
Furniture Repair & Maint	0	7,500	7,500	
Social Programs	0	55,000	282,940	
Restaurant Expenses	0	56,425	0	
Deficit Funding F&B Operat	0	34,425	0	
Other / Capital Expenses	0	0	250,000	
TOTAL EXPENDITURES	\$ 68,232	\$ 1,475,000	\$ 1,869,902	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2018
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2019/2020	2021/2022	2022/2023	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	161	500	200	Projected Interest For 2022/2023
Net NAV Collection 2018-1	2,498,195	2,098,851	2,098,851	Maximum Net Debt Service Collection
Net Collection 2018-2 (Taxable & Tax-Exempt)	500,228	490,873	335,556	Estimate - Collected from Developer / Home Builder
Net NAV Collection 2018-3	811,122	811,861	811,861	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Prepaid Bond Collections	2,132,959	0	0	
Total Revenues	\$ 5,942,665	\$ 3,402,085	\$ 3,246,468	
EXPENDITURES				
Principal Payments 2018-1	455,000	460,000	490,000	Principal Payment Due In 2023
Principal Payments 2018-2 Taxable	400,000	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-2 TE	100,000	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-3	155,000	165,000	175,000	Principal Payment Due In 2023
Interest Payments 2018-1	1,675,575	1,638,725	1,612,600	Interest Payments Due In 2023
Interest Payments 2018-2 Taxable	420,675	412,775	282,030	Estimated Interest Payments Due In 2023
Interest Payments 2018-2 TE	79,560	78,098	53,526	Estimated Interest Payments Due In 2023
Interest Payments 2018-3	656,363	642,706	632,931	Interest Payments Due In 2023
Bond Redemptions	0	4,781	381	Estimated Excess Debt Collections
Total Expenditures	\$ 3,942,173	\$ 3,402,085	\$ 3,246,468	
Excess/ (Shortfall)	\$ 2,000,492	\$ -	\$ -	

Series 2018-1 Bond Information

Original Par Amount =	\$31,500,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.50%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2049		

Series 2018-2 Taxable Bond Information

Original Par Amount =	\$18,445,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	7.90%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	NOTE: These Bonds are paid off as lot are sold to Home Builders	

Series 2018-2 Tax Exempt (TE) Bond Information

Original Par Amount =	\$4,700,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	5.85%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	NOTE: These Bonds are paid off as lot are sold to Home Builders	

Series 2018-3 Bond Information

Original Par Amount =	\$11,565,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.75%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2049		

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2019

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2022/2023

OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2019/2020	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	62	0	200	Projected Interest For 2022/2023
Net NAV Tax Collection	1,057,988	1,078,335	1,078,335	Maximum Net Debt Service Collection
Net NAV Tax Collection B	72,385	377,000	371,750	Estimate - Collected from Developer / Home Builder
Landowner Contribution	0	0	0	
Capitalized Interest	66,452	0	0	Capitalized Interest Set-Up Through May 2020
Total Revenues	\$ 1,196,887	\$ 1,455,335	\$ 1,450,285	
EXPENDITURES				
Principal Payments	270,000	220,000	230,000	Principal Payments Due In 2023
Principal Payments B	0	0	0	
Interest Payments	880,110	861,560	848,960	Interest Payments Due In 2023
Interest Payments B	377,000	377,000	371,750	Estimated Interest Payments Due in 2023
Bond Redemptions	0	-3,225	-425	Estimated Excess Debt Collections
Total Expenditures	\$ 1,527,110	\$ 1,455,335	\$ 1,450,285	
Excess/ (Shortfall)	\$ (330,223)	\$ -	\$ -	

Series 2019 Bond Information

Original Par Amount =	\$15,700,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.60%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2019		
Maturity Date =	May 2050		

Series 2019 B Taxable Bond Information

Original Par Amount =	\$2,200,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	6.875%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2019		
Maturity Date =	May 2029		

Series 2019 B Tax Exempt (TE) Bond Information

Original Par Amount =	\$4,300,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	5.250%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2019		
Maturity Date =	May 2029		

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2020

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2022/2023

OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2019/2020	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	20	0	0	Projected Interest For 2022/2023
Impact Fees	930,018	1,073,500	1,073,500	Paid As Impact Fee Credits Are Earned
SAN		16,089,150	0	Bond Paid in Full 11/1/2021
Total Revenues	\$ 930,038	\$ 1,073,500	\$ 1,073,500	
EXPENDITURES				
Impact Fee Principal Payments	0	0	0	Principal Payments Happen Based on Collections
Impact Fee Interest Payments	242,070	1,073,500	1,073,500	Estimated Interest Payments Due In 2023
SAN Principal		15,400,000	0	Bond Paid in Full 11/1/2021
SAN Interest		689,150	0	Bond Paid in Full 11/1/2021
Total Expenditures	\$ 242,070	\$ 1,073,500	\$ 1,073,500	
Excess/ (Shortfall)	\$ 687,968	\$ -	\$ -	

Series 2020 Bond Information

Original Par Amount =	\$22,600,000	Annual Principal Payments Due =	Paid as Impact Fee Credits Are Earned
Interest Rate =	4.75%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	July 2020		
Maturity Date =	November 2050		

Series 2020 SAN Information

Original Par Amount =	\$15,400,000	Annual Principal Payments Due =	Due in Full November 1, 2021
Interest Rate =	4.50%	Annual Interest Payments Due =	Due in Full November 1, 2021
Issue Date =	October 2020		
Maturity Date =	November 2021		

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2021
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2019/2020	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	0	0	200	Projected Interest For 2022/2023
Net NAV Collection 2021 A-1 & A-2	0	0	4,003,203	Maximum Net Debt Service Collection
Net NAV Collection 2021 B	0	0	1,458,000	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Prepaid Bond Collections	0	0	0	
Total Revenues	\$ -	\$ -	\$ 5,461,403	
EXPENDITURES				
Principal Payments 2021 A-1	0	0	575,000	Principal Payment Due In 2023
Principal Payments 2021 A-2	0	0	565,000	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2021 B	0	0	0	Principal Payment Due In 2023
Interest Payments 2021 A-1	0	0	855,904	Interest Payments Due In 2023
Interest Payments 2021 A-2	0	0	1,999,903	Estimated Interest Payments Due In 2023
Interest Payments 2021 B	0	0	1,458,000	Interest Payments Due In 2023
Bond Redemptions	0	0	7,596	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ -	\$ 5,461,403	
Excess/ (Shortfall)	\$ -	\$ -	\$ -	

Series 2021 A-1 Bond Information

Original Par Amount =	\$27,305,000	Annual Principal Payments Due =	May 1st
Interest Rate =	3.299%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2021		
Maturity Date =	May 2052		

Series 2021 A-2 Bond Information

Original Par Amount =	\$39,305,000	Annual Principal Payments Due =	Paid as Lots Sold to Home Builders
Interest Rate =	5.125%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2021		
Maturity Date =	May 2052		

Series 2021 B Bond Information

Original Par Amount =	\$29,160,000	Annual Principal Payments Due =	N/A
Interest Rate =	5.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2021		
Maturity Date =	May 2041		

Avenir Community Development District Assessment Comparison (Parcels A-1 - A-5)

	Fiscal Year Original Projected Gross Assessment		Fiscal Year 2020/2021 Gross Assessment		Fiscal Year 2021/2022 Projected Gross Assessment		Fiscal Year 2022/2023 Projected Gross Assessment	
O&M Assessment For Parcel A-1	\$	-	\$	696.77	\$	823.90	\$	1,103.68
Clubhouse Operation Assessment For Parcel A-1	\$	-	\$	45.78	\$	1,352.71	\$	1,698.74
Debt (2018-1) Assessment For Parcel A-1	\$	2,077.13	\$	2,077.13	\$	2,077.13	\$	2,077.13
Debt (2018-3 Clubhouse) Assessment For Parcel A-1	\$	742.00	\$	742.00	\$	742.00	\$	742.00
Total	\$	2,819.13	\$	3,561.68	\$	4,995.74	\$	5,621.55
O&M Assessment For Parcel A-2	\$	-	\$	696.77	\$	823.90	\$	1,103.68
Clubhouse Operation Assessment For Parcel A-2	\$	-	\$	45.78	\$	1,352.71	\$	1,698.74
Debt (2018-1) Assessment For Parcel A-2	\$	1,982.71	\$	1,982.71	\$	1,982.71	\$	1,982.71
Debt (2018-3 Clubhouse) Assessment For Parcel A-2	\$	742.00	\$	742.00	\$	742.00	\$	742.00
Total	\$	2,724.71	\$	3,467.26	\$	4,901.32	\$	5,527.13
O&M Assessment For Parcel A-3	\$	-	\$	696.77	\$	823.90	\$	1,103.68
Clubhouse Operation Assessment For Parcel A-3	\$	-	\$	45.78	\$	1,352.71	\$	1,698.74
Debt (2018-1) Assessment For Parcel A-3	\$	1,888.30	\$	1,888.30	\$	1,888.30	\$	1,888.30
Debt (2018-3 Clubhouse) Assessment For Parcel A-3	\$	742.00	\$	742.00	\$	742.00	\$	742.00
Total	\$	2,630.30	\$	3,372.85	\$	4,806.91	\$	5,432.72
O&M Assessment For Parcel A-4	\$	-	\$	696.77	\$	823.90	\$	1,103.68
Clubhouse Operation Assessment For Parcel A-4	\$	-	\$	45.78	\$	1,352.71	\$	1,698.74
Debt (2018-1) Assessment For Parcel A-4	\$	2,171.54	\$	2,171.54	\$	2,171.54	\$	2,171.54
Debt (2018-3 Clubhouse) Assessment For Parcel A-4	\$	742.00	\$	742.00	\$	742.00	\$	742.00
Total	\$	2,913.54	\$	3,656.09	\$	5,090.15	\$	5,715.96
O&M Assessment For Parcel A-5 (50 Foot)	\$	-	\$	696.77	\$	823.90	\$	1,103.68
Clubhouse Operation Assessment For Parcel A-5 (50 Foot)	\$	-	\$	-	\$	-	\$	-
Debt (2018-1) Assessment For Parcel A-5 (50 Foot)	\$	1,888.30	\$	1,888.30	\$	1,888.30	\$	1,888.30
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (50 Foot)	\$	-	\$	-	\$	-	\$	-
Total	\$	1,888.30	\$	2,585.07	\$	2,712.20	\$	2,991.98
O&M Assessment For Parcel A-5 (60 Foot)	\$	-	\$	696.77	\$	823.90	\$	1,103.68
Clubhouse Operation Assessment For Parcel A-5 (60 Foot)	\$	-	\$	-	\$	-	\$	-
Debt (2018-1) Assessment For Parcel A-5 (60 Foot)	\$	1,982.71	\$	1,982.71	\$	1,982.71	\$	1,982.71
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (60 Foot)	\$	-	\$	-	\$	-	\$	-
Total	\$	1,982.71	\$	2,679.48	\$	2,806.61	\$	3,086.39
O&M Assessment For S.F. Villas	\$	-	\$	696.77	\$	823.90	\$	1,103.68
Clubhouse Operation Assessment For S.F. Villas	\$	-	\$	45.78	\$	1,352.71	\$	1,698.74
Debt (2018-1) Assessment For S.F. Villas	\$	1,063.83	\$	1,063.83	\$	1,063.83	\$	1,063.83
Debt (2018-3 Clubhouse) Assessment For S.F. Villas	\$	742.00	\$	742.00	\$	742.00	\$	742.00
Total	\$	1,805.83	\$	2,548.38	\$	3,982.44	\$	4,608.25
O&M Assessment For Econ Dev	\$	-	\$	696.77	\$	823.90	\$	1,103.68
Clubhouse Operation Assessment For Econ Dev	\$	-	\$	-	\$	-	\$	-
Debt (2018-1) Assessment For Econ Dev	\$	2,127.66	\$	2,127.66	\$	2,127.66	\$	2,127.66
Debt (2018-3 Clubhouse) Assessment For Econ Dev	\$	-	\$	-	\$	-	\$	-
Total (Per Acre)	\$	2,127.66	\$	2,824.43	\$	2,951.56	\$	3,231.34
O&M Assessment For Town Center	\$	-	\$	696.77	\$	823.90	\$	1,103.68
Clubhouse Operation Assessment For Town Center	\$	-	\$	-	\$	-	\$	-
Debt (2018-1) Assessment For Town Center	\$	2,127.66	\$	2,127.66	\$	2,127.66	\$	2,127.66
Debt (2018-3 Clubhouse) Assessment For Town Center	\$	-	\$	-	\$	-	\$	-
Total (Per Acre)	\$	2,127.66	\$	2,824.43	\$	2,951.56	\$	3,231.34

* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information

<u>First Phase</u>	
Parcel A-1	98
Parcel A-2	92
Parcel A-3	119
Parcel A-4	107
Parcel A-5	267
Parcel A-5	202
SF Villas	250
First Phase Residential	1,135
Econ Dev (50 Acres)	177
Town Center (53 Acres)	228
Total First Phase	1,540

<u>Second Phase</u>	
Parcel A-6	245
Parcel A-7	50
Parcel A-8	98
Parcel A-9	101
Total Second Phase	494

TOTAL UNITS

Phase 1	1,540
Phase 2	494
Total Units	2,034

Total Gross O&M Expenses / Total O&M Units =

O&M per Unit

\$2,244,888 / 2,034

\$1,103.68

TOTAL RESIDENTIAL UNITS

Phase 1	1,135
Phase 2	494
Total Units	1,629

TOTAL CLUBHOUSE UNITS

Phase 1	666
Phase 2	494
Total Units	1,160

Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =

Clubhouse Operation per Unit

\$1,970,534 / 1,160

\$1,698.74

Note: Parcel A-5, Econ Dev, and Town Center are Not Assessed For Clubhouse Assessment - Receives No Special Benefit

Avenir Community Development District Assessment Comparison (Parcels A-6 - A-9)

	Fiscal Year Original Projected Gross Assessment	Fiscal Year 2020/2021 Projected Gross Assessment	Fiscal Year 2021/2022 Projected Gross Assessment	Fiscal Year 2022/2023 Projected Gross Assessment
O&M Assessment For Parcel A-6	\$ -	\$ 696.77	\$ 823.90	\$ 1,103.68
Clubhouse Operation Assessment For Parcel A-6	\$ -	\$ 45.78	\$ 1,352.71	\$ 1,698.74
Debt (2019) Assessment For Parcel A-6	\$ 2,322.00	\$ 2,322.00	\$ 2,322.00	\$ 2,322.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-6	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,064.00	\$ 3,806.55	\$ 5,240.61	\$ 5,866.42
O&M Assessment For Parcel A-7	\$ -	\$ 696.77	\$ 823.90	\$ 1,103.68
Clubhouse Operation Assessment For Parcel A-7	\$ -	\$ 45.78	\$ 1,352.71	\$ 1,698.74
Debt (2019) Assessment For Parcel A-7	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-7	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,296.00	\$ 4,038.55	\$ 5,472.61	\$ 6,098.42
O&M Assessment For Parcel A-8	\$ -	\$ 696.77	\$ 823.90	\$ 1,103.68
Clubhouse Operation Assessment For Parcel A-8	\$ -	\$ 45.78	\$ 1,352.71	\$ 1,698.74
Debt (2019) Assessment For Parcel A-8	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-8	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 3,296.00	\$ 4,038.55	\$ 5,472.61	\$ 6,098.42
O&M Assessment For Parcel A-9	\$ -	\$ 696.77	\$ 823.90	\$ 1,103.68
Clubhouse Operation Assessment For Parcel A-9	\$ -	\$ 45.78	\$ 1,352.71	\$ 1,698.74
Debt (2019) Assessment For Parcel A-9	\$ 1,983.00	\$ 1,983.00	\$ 1,983.00	\$ 1,983.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-9	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 2,725.00	\$ 3,467.55	\$ 4,901.61	\$ 5,527.42

* Assessments Include the Following :

4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Community Information

First Phase	
Parcel A-1	98
Parcel A-2	92
Parcel A-3	119
Parcel A-4	107
Parcel A-5	267
Parcel A-5	202
SF Villas	250
First Phase Residential	1,135
Econ Dev (50 Acres)	177
Town Center (53 Acres)	228
Total First Phase	1,540

Second Phase	
Parcel A-6	245
Parcel A-7	50
Parcel A-8	98
Parcel A-9	101
Total Second Phase	494

TOTAL UNITS		Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1	1,540		
Phase 2	494	\$2,244,888 / 2,034	\$1,103.68
Total Units	2,034		
TOTAL RESIDENTIAL UNITS			
Phase 1	1,135		
Phase 2	494		
Total Units	1,629		
TOTAL CLUBHOUSE UNITS		Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
Phase 1	666		
Phase 2	494	\$1,970,534 / 1,160	\$1,698.74
Total Units	1,160		

Note: Parcel A-5, Econ Dev, and Town Center are Not Assessed For Clubhouse Assessment - Receives No Special Benefit

PROJECT NAME	CO#	AMOUNT	DESCRIPTION
SPINE ROAD 2	4	\$345,198.38	MISCELLANEOUS ITEMS
SPINE ROAD 3	1	\$608,833.78	MISCELLANEOUS ITEMS
SPINE ROAD 4	1	\$694,685.65	PLAN REVISIONS AND UNIT PRICE INCREASE
SPINE ROAD 4	2	\$2,360,554.97	WATER AND SEWER EXTENSION PN BLVD
PHASE TWO EARTHWORK	5	\$1,317,948.50	EARTHWORK ADDITIONAL LAKES
PHASE TWO EARTHWORK	6	\$1,995,589.20	LAKE INTERCONNECTS
LIFT STATION NO. 6	1	\$23,903.00	FPL BACKBONE INSTALLATION

CHANGE ORDER NO. 4

Date of Issuance:	May 25, 2022	Effective Date:	May 25, 2022
Owner:	Avenir Community Development District 550 Biltmore Way Suite 1110 Coral Gables, FL 33134	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	190512
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	201622
Project:	AVENIR SPINE ROAD PHASE TWO	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:


Description:

1. Misc. surveying services bypass road - \$4,226.25
2. SUA required sewer manhole inflow protectors - \$1,840.80
3. Wayfinding Signs - \$34,650.00
4. Additional Survey to add SUA easements - \$3,169.84 (missing backup information)
5. Viking Electric Misc. utility work - \$64,826.85
6. Pod 9 Additional turn lane - \$115,885.77
7. Asphalt repairs and wedges around manholes - \$4,807.00
8. Add Twin-Barrel 72" Headwalls to existing pipe (west) - \$115,791.87

Attachments:

- Exhibit "A" – Change Order by Centerline, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$5,289,768.60	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$1,146,057.43	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None

Contract Price prior to this Change Order: \$6,435,826.03		Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$345,198.38		[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$6,781,024.41		Contract Times with all the approved Change Orders: Refer to contract Exhibit "E" and Change Order No. 1 Exhibit "D" – Change Order No. 1 Construction Schedule
<p align="center">RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>5/25/022</u></p>	<p align="center">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>Date: _____</p>	<p align="center">ACCEPTED:</p> <p>By: _____ Centerline Inc. Randy Stringer Vice President</p> <p>Date: _____</p>

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

CHANGE ORDER NO. 1

Date of Issuance:	May 25, 2022	Effective Date:	May 25, 2022
Owner:	Avenir Community Development District 550 Biltmore Way Suite 1110 Coral Gables, FL 33134	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	200550
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	201823
Project:	AVENIR SPINE ROAD PHASE 3	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:


Description:

1. Conduit Sleeving - \$118,407.00
2. Decorative Benches & Receptacles - \$11,802.26
3. Wayfinder Signs - \$27,720.00
4. SUA Changes to water main flushing - \$32,606.20
5. Asphalt material and Trucking cost escalation - \$42,581.00
6. FPL Backbone installation - \$352,239.80
7. Base Rock Fuel Surcharge - \$14,127.52
8. Additional direction bore for utilities - \$9,350.00

Attachments:

- Exhibit "A" – Change Order by Centerline, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$3,311,730.84	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$0.00	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None

Contract Price prior to this Change Order: \$3,311,730.84		Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$608,833.78		[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$3,920,564.62		Contract Times with all the approved Change Orders: Refer to contract Exhibit "E" Construction Schedule
RECOMMENDED:  By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: <u>5/25/022</u>	ACCEPTED: By: _____ Avenir Community Development District Date: _____	ACCEPTED: By: _____ Centerline Inc. Randy Stringer Vice President Date: _____

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

CHANGE ORDER NO. 1

Date of Issuance:	May 22, 2022	Effective Date:	May 22, 2022
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	N/A
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202021
Project:	AVENIR SPINE ROAD PHASE 4	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:

Description:


- Plan revisions and unit price increase as follows:

SUMMARY:	
DEDUCTIONS PLAN REVISIONS	(\$338,045.61)
ADDITIONS PLAN REVISIONS	\$571,531.00
ADDITIONS UNIT PRICE INCREASE	\$694,685.65

Attachments:

- Exhibit "A" – Change Order by Centerline Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$7,226,510.47	Original Contract Times: Refer to contract Exhibit "E"

[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$0.00	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____ : None	
Contract Price prior to this Change Order: \$7,226,510.47	Contract Times prior to this Change Order: Refer to contract Exhibit "E"	
[Increase] [Decrease] of this Change Order \$928,171.04	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$8,154,681.51	Contract Times with all the approved Change Orders: None	
<p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>5/22/2022</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Development, LLC</p> <p>By: _____</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ H and J Contracting, Inc. Jeremy Rury Vice President</p> <p>Date: _____</p>

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

CHANGE ORDER NO. 2

Date of Issuance:	May 25, 2022	Effective Date:	May 22, 2022
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	N/A
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202021
Project:	AVENIR SPINE ROAD PHASE 4	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:


Description:

- Water Distribution and Sewage Collection/Transmission Extension for Panther National Boulevard

Attachments:

- Exhibit "A" – Change Order by Centerline Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$7,226,510.47	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$928,171.04	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____: None

Contract Price prior to this Change Order: \$8,154,681.51		Contract Times prior to this Change Order: Refer to contract Exhibit "E"	
[Increase] [Decrease] of this Change Order \$2,360,554.97		[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$10,515,236.48		Contract Times with all the approved Change Orders: None	
<p>RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>5/25/2022</u></p>	<p>ACCEPTED:</p> <p>By: _____ Avenir Development, LLC</p> <p>By: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ H and J Contracting, Inc. Jeremy Rury Vice President</p> <p>Date: _____</p>	

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

CHANGE ORDER NO. 5

Date of Issuance:	May 20, 2022	Effective Date:	May 20, 2022
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	H AND J CONTRACTING, INC. 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	200039
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202037
Project:	AVENIR PHASE TWO EARTHWORK	Contract Name:	Construction Contract (Earthwork Operations)

The Contract is modified as follows upon execution of this Change Order:

Description:

- Additional cost to enlarge lakes to provide additional storage for the water management system.

Attachments:

- Exhibit "A" – Change Order by H&J Contracting Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$20,611,390.00	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>4</u> : \$1,458,105.40	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___ : None

Contract Price prior to this Change Order: \$22,069,495.40		Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$1,317,948.50		[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$23,387,443.90		Contract Times with all the approved Change Orders: None
<p>RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>5/20/2022</u></p>	<p>ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ H and J Contracting, Inc. Jeremy Rury Vice President</p> <p>Date: _____</p>

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

CHANGE ORDER NO. 6

Date of Issuance:	May 20, 2022	Effective Date:	May 20, 2022
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	H AND J CONTRACTING, INC. 3160 Fairlane Farms Road Wellington, FL 33414	Contractor's Project No.:	200039
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202037
Project:	AVENIR PHASE TWO EARTHWORK	Contract Name:	Construction Contract (Earthwork Operations)

The Contract is modified as follows upon execution of this Change Order:

Description:

- Installation of drainage pipes to interconnect the lakes being excavated as part of the master drainage system (Panther National Area).

Attachments:

- Exhibit "A" – Change Order by H&J Contracting Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$20,611,390.00	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>5</u> : \$2,776,053.90	[Increase] [Decrease] form previously approved Change Orders No. ____ to No. ____ : None

Contract Price prior to this Change Order: \$23,387,443.90		Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$1,995,589.20		[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$25,383,033.10		Contract Times with all the approved Change Orders: None
<p>RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>5/20/2022</u></p>	<p>ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>By: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ H and J Contracting, Inc. Jeremy Rury Vice President</p> <p>Date: _____</p>

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

CHANGE ORDER NO. 1

Date of Issuance:	May 25, 2022	Effective Date:	May 25, 2022
Owner:	Avenir Community Development District 550 Biltmore Way Suite 1110 Coral Gables, FL 33134	Owner's Contract No.:	N/A
Contractor:	CENTERLINE, INC. 2180 S.W. Poma Dr. Palm City, FL 34990	Contractor's Project No.:	210565
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202101
Project:	AVENIR LIFT STATION #6	Contract Name:	Construction Contract (Roadway Improvements)

The Contract is modified as follows upon execution of this Change Order:


Description:

1. FPL Backbone installation - \$21,730.00
2. Contractor's Fee - \$2,173.00

Attachments:

- Exhibit "A" – Change Order by Centerline, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$723,830.60	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$0.00	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None
Contract Price prior to this Change Order: \$723,830.60	Contract Times prior to this Change Order: Refer to contract Exhibit "E"

[Increase] [Decrease] of this Change Order \$23,903.00	[Increase] [Decrease] of this Change Order None	
Contract Price incorporating this Change Order: \$747,733.60	Contract Times with all the approved Change Orders: Refer to contract Exhibit "E" Construction Schedule	
<p style="text-align: center;">RECOMMENDED:</p>  <p>By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President</p> <p>Date: <u>5/25/022</u></p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Avenir Community Development District</p> <p>Date: _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Centerline Inc. Randy Stringer Vice President</p> <p>Date: _____</p>

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.



*Monthly Managers Report
May 26, 2022*

Date of Report: May 18, 2022

Submitted by: Richard Salvatore

This month, Jorge Rodriguez joined the team as the Field Operations / Maintenance Manager.

○ **Completed Tasks**

- Power was installed for the storage shed which houses the tennis court maintenance equipment and maintenance golf cart.
- The Clubhouse Handbook has been revised and submitted for review.
- Nabr network is active which allows for tracking Master Association fees and provides a platform to eblast updates and news directly to registered residents.
- The access card printer and software have been installed. The card design proofs have been created and implemented.

○ **Ongoing Tasks**

Requested quotes on the following items:

- Installation of a Landscaping access gate on the Northwest side of the pool deck from Coastal Screen & Rail – the original pool fence installer.
- Installation of one security camera to cover the maintenance shed and tennis walkway which is currently not covered. Requested from Definitive Electronics.
- Access control points for exterior pool gates, restricting entry from unregistered guests and non-members. Requested by Definitive Electronics.
- Exterior window cleaning to remove all construction-related materials (silicones, glues, sealants, stains). Requested from several vendors.
- An account is being established with an alternate pool supply company for potential long-term savings on pool chemicals, both liquid and dry.
- The process of obtaining quotes for proper preventative maintenances on all equipment (HVAC, Hot water heaters, gym equipment) has begun in preparation for the warranty periods expiring.
- Quarterly inspection and maintenance of the two playgrounds have begun to ensure safe conditions.
- Installation of stainless-steel kick plates on all interior doors is underway.
- The transition from access fobs to ID cards w/ member pictures, for proper identification, is underway.
- Installation of shoe wash stations for the clay tennis courts is in process.
- The fabrication of (100) “no trespassing” is still ongoing. Installation around the CDD ponds is being completed as they are delivered.
- A sign package is being developed for the clubhouse grounds as well as the interior and exterior of the building.

- Ongoing daily maintenance of the tennis and pickleball courts and corresponding pavilions.
 - Ongoing reporting and follow-up of warranty items with the builder. Ensure completed tasks are performed to standards.
 - Continuous cleanup up of contractor waste around CDD lakes.
- ***Future Items***
 - Waiting for supplies for the final installation of access control system on the NE gym doors for after-hours access and the installation of the IP phone-based system. Both projects are contracted through Definitive Electronics.
 - Creation of guest Wi-Fi access services for use of Residents and guests of the Amenities' via Definitive electronics.
 - Installation of a sidewalk and lighting behind the pool deck tot lot, connecting the east event lawns more directly with the gym's NE access doors.

Lifestyle Directors Report

Date Submitted: 5.17.2022

Submitted by: Gina Todd Sanchez

Completed Events:

- **Run for the Roses Kentucky Derby Event**

Annndddd Their Off!!!! What a beautiful night to listen to a little Bluegrass, sip on a mint julep, and watch the greatest two minutes in sports and witness an exciting finish of the Kentucky Derby.



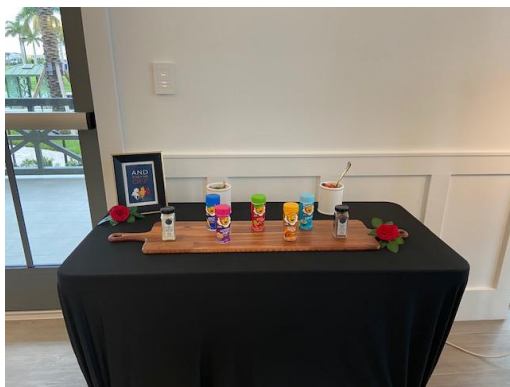
To set the mood of the evening, residents and guests were encouraged to dust off their derby hats and bow ties and they did not disappoint. Décor was kept simple with a black and white lines, with a pop of red to bring out the emphasis on the Run for the Roses theme.



Avenir residents and guests were treated to an evening of cocktails, light bites, bluegrass music, and plenty of conversation while getting to know their neighbors. Light bites consisted of an epic charcuterie and snack board filled with adult and kid friendly food. In addition, there was shrimp cocktail, grilled veggies, tomato, mozzarella caprese, and lastly chicken tenders with dipping sauces.



In preparation for the race to begin, there was an old-fashioned popcorn station filled with lots of toppings to choose from to enjoy and munch on during the race.



Attendees celebrated an amazing finish and toasted with mint juleps and a slice of authentic derby pie from Kerns Kitchen in Kentucky.



For additional entertainment, Balloon Art World dazzled our residents with unique, elaborate balloon creations that put a smile on their faces.



To close out the evening, to honor our mothers that attended, each mother received a derby hat cookie, horseshoe bottle opener, and a rose.



Residents expressed what a great time they had, so much so that several residents continued to socialize in the clubhouse after the event officially ended.



Upcoming Events:

- **National Donut Day – June 3rd:** Residents will be invited to stop by the clubhouse for coffee and donuts.
- **Father's Day Takeaway – June 18th:** A special gift will be given to the Father's of Avenir in recognition of Father's Day.
- **Stars, Stripes, and Sun Celebration – July 2nd:** An afternoon full of food, music, and activities for the residents to celebrate our beloved nation.

Projects:

- Obtaining quotes for licensing for movies for events and general clubhouse use
- Continue sourcing unique vendors for upcoming event usage.

Field Operations Manager Report

Date Submitted: 5.17.2022

Submitted by: Jorge Rodriguez

Completed Tasks

- Spider Web Cleaning has been completed on the entire Clubhouse building and pavilions.
- Pavilions and ceiling fans have been cleaned and pressure washed. All wasp nests have been removed.
- The square, wooden, bench-style seating area has been pressure washed in preparation for re-staining and sealing to improve its appearance.
- Gym flooring was lifting, and repair has been completed and flooring secured.
- Faulty cable boxes for the televisions located in the gym have been exchanged and new boxes have been installed.

Current and Ongoing Projects

- Lighting in Women's Locker Room shower area is currently not turning on. Working with warranty on locating the power supply connection to repair.
- Installation of foot washing stations by the Tennis Courts.
- Installation of lock boxes for the Crestron and Thermostat panels so residents cannot change temperatures, television channels, and lighting.
- Maintaining and tightening playground equipment for safety and security.

