



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
& PUBLIC HEARING
SEPTEMBER 28, 2023
12:30 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
2501A Burns Road
Palm Beach Gardens, Florida 33410
REGULAR BOARD MEETING & PUBLIC HEARING
September 28, 2023
12:30 p.m.

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E. Comments from the Public for Items Not on the Agenda	
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M. Board Member Comments

N. Adjourn

Publication Date
2023-09-14

Subcategory
Miscellaneous Notices

AVENIR COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER REVISING THE RATES FOR CLUBHOUSE AMENITIES FOR THE FISCAL YEAR 2023/2024 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 September 28, 2023, at 12:30 p.m. in the offices of Special District Services, Inc. located at The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410. The purpose of the public hearing is for the Board to consider revising and updating the rates for clubhouse amenities. 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. Specific legal authority for the revisions to the rate referenced below is Section 190.35, Florida Statutes, and the Amenity Rules Handbook of the Avenir Community Development District.

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 2023/2024

CATEGORY PATRON NON- NON-
PROFIT PATRON

ANNUAL MEMBER CLUB FEE - Non-Residents \$ 3,200 N/A N/A

LEASE APPLICATION PROCESSING FEE \$ 50 N/A N/A

MEMBERSHIP CARD/FOB REPLACEMENT FEE \$ 25 N/A N/A

Afterhours Staffing Fee (After 10 p.m.) \$ 55/hr \$ 55/hr \$ 55/hr

CLUB RENTAL FEES AND DEPOSITS

EVENT HALL - Non-Refundable Fee (6 Hours) \$ 1,500 \$ 1,500 \$ 2,250

EVENT HALL - Non-Refundable Fee (All Day) \$ 2,800 \$ 2,800 \$ 4,760

EVENT HALL - Refundable Deposit \$ 500 \$ 500 \$ 500

CLUBROOM - Non-Refundable Fee (6 Hours) \$ 650 \$ 650 \$ 950

CLUBROOM - Non-Refundable Fee (All Day) \$ 1,350 \$ 1,350 \$ 1,850

CLUBROOM - Refundable Deposit \$ 500 \$ 500 \$ 500

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CAFE PAVILION - Refundable Deposit \$ 250 \$ 250 \$ 250

LARGE PAVILION - Non-Refundable Fee (6 Hours) \$ 800 \$ 1,000 \$ 1,000

LARGE PAVILION - Refundable Deposit \$ 250 \$ 250 \$ 250

SMALL PAVILION - Non-Refundable Fee (6 Hours) \$ 500 \$ 625 \$ 625

SMALL PAVILION - Refundable Deposit \$ 250 \$ 250 \$ 250

TENNIS COURT (2 hours) \$ 5 \$ 5 \$ 5

AVENIR COMMUNITY DEVELOPMENT DISTRICT

www.avenircdd.org

9/14-21 23-13/0000683489P

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
AUGUST 24, 2023**

A. CALL TO ORDER

The August 24, 2023, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:30 p.m. in 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 17, 2022, as part of the District’s Fiscal Year 2022/2023 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero, Vice Chairman Roberto Horowitz and Supervisor Daniel Lopez 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 (via phone); Developer Reps Tanya McConnell; and Clubhouse Reps Rick Salvatore and Patrice Chiaramonte.

Also present was Regency resident, Rick Wollman.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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. June 9, 2023, Public Hearing & Special Board Meeting

The minutes of the June 9, 2023, Public Hearing & Special Board Meeting were presented for consideration.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the minutes of the June 9, 2023 Public Hearing & Special Board Meeting, as presented.

The Special Board Meeting was then recessed, and the Public Hearing was opened.

G. PUBLIC HEARING
1. Proof of Publication

Proof of publication was presented which indicated that notice of the Public Hearing had been published in *The Palm Beach Daily Business Review* August 4, 2023, and August 11, 2023, as legally required.

2. Receive Public Comment Regarding the Adoption of a Fiscal Year 2023/2024 Final Budget

Mr. Pierman noted that no members of the public chose to comment.

3. Consider Resolution No. 2023-11 – Adopting a Fiscal Year 2023/2024 Final Budget

Resolution No. 2023-11 was presented, entitled:

RESOLUTION NO. 2023-11

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2023/2024 BUDGET.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2023-11, as presented.

The Public Hearing was then closed and the Regular Board Meeting was reconvened.

H. OLD BUSINESS

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

I. NEW BUSINESS

1. Consider Resolution No. 2023-12 – Adopting a Fiscal Year 2023/2024 Meeting Schedule

Resolution No. 2023-12 was presented, entitled:

RESOLUTION NO. 2023-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2023-12, as presented.

2. Consider Event Permit Application Draft

Mr. Pierman explained that a request had been received to hold a 5k Fun Run within the District, and the District does not currently have a policy in place for such an event. Mr. Pierman presented the proposed permit application for the Board's review.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Event Permit Application for the 5K Fun Run/Walk.

3. Consider Avenir 3-Mile Fun Run/Walk for K-9 for Warriors Charity Application

Mr. Pierman presented the information submitted for the "Avenir 3 Mile Fun Run/Walk for K-9 for Warriors Charity", explaining that he had provided Mr. Wollman with the draft permit application. Mr. Wollman then gave a presentation explaining that the event was scheduled for November 5, 2023, at 8:30 a.m. and would only use sidewalks within the District, starting at either the Avenir or Regency Clubhouse. He expects roughly 100 participants. Mr. Pierman explained that, should the Board approve the event, their approval would be contingent upon satisfactory completion of the permit application.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving the application, subject to staff review of a completed permit application.

4. Consider Light-Er-Up Holiday Lighting Proposal

Mr. Pierman explained that the District entered into a one-year agreement with Light-Er-Up last year. However, Light-Er-Up had included in the agreement that the pricing was based on a three-year agreement, expecting that would extend it for an additional two years. Mr. Pierman recommended extending the current agreement by an additional two years, to be in line with the proposed pricing. It was also noted that the current invoice was most likely for a 50% down payment, which would mirror last year's cost.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously approving the extension of the current agreement by two years for an annual not-to-exceed amount of \$15,000.

5. Consider R&B Pressure Cleaning Proposal

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed accepting the R&B Pressure Cleaning proposal and authorizing staff to draft an agreement for same.

6. Consider WGI Proposal for Pedestrian Bridge

Mr. Ballbe explained that there was currently an agreement with WGI for the Coconut Boulevard design work. The pedestrian bridge was added to the land use approval and should be added to the current agreement.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the WGI proposal for a pedestrian bridge.

7. Consider Pedestrian Bridge Maintenance and Operation Letter

Mr. Pierman explained that the District was requested to submit the attached letter regarding the Pedestrian Bridge Maintenance and Operation, but that the District did not currently own it. Following discussion, Mr. Pawelczyk suggested that the District submit the letter, stating that it will maintain the bridge once the District takes ownership.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Pedestrian Bridge Maintenance and Operation Letter, as presented.

8. Consider HSQ Supplemental Agreement 14 (Northlake & Coconut Boulevards)

Mr. Ballbe explained that the Supplement Agreement was for post-design services for Phases 1 and 2.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the HSQ Supplemental Agreement 14 (Northlake & Coconut Boulevards)l, as presented.

9. Consider Glasgow Diesel Tank Inspection Proposal

Mr. Pierman explained that the Glasgow diesel tank inspection proposal was required testing f the diesel tank at the pump station.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving the Glasgow diesel tank inspection proposal, as presented..

10. Consider Florida Detroit Diesel-Allison Stormwater Pump Station Maintenance Agreement

Mr. Pierman explained that the Florida Detroit Diesel-Allison stormwater pump station maintenance proposal was for maintaining the pump station generator. Because the generator was new, the maintenance has been scaled back. In the future, this agreement may be expanded.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Florida Detroit Diesel-Allison Stormwater Pump Station Maintenance Agreement, as presented.

11. Consider Pump Station Telemetry Proposals

Mr. Pierman presented pump station telemetry proposals from Mission Control and Barney's Pumps, noting that staff recommends Mission Control.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously approved accepting the Mission Control proposal and authorizing staff to draft an agreement for same.

12. Consider Ballbe Work Authorization No. 6 (Town Center Bypass)

Mr. Ballbe presented Work Authorization No. 6, noting that it included all services for design and approval for the Town Center Bypass Road in the amount of \$209,000.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Ballbe Work Authorization No. 6, which includes all services for design and approval for the Town Center Bypass Road in the amount of \$209,000

J. CONSENT AGENDA

- 1. Consider Ratification of AAA Steel Fabricators Agreement (Coconut Boulevard Entry Feature Steel Domes)**
- 2. Consider Ratification of Titan Stone Agreement (Coconut Boulevard Entry Feature Oolite)**
- 3. Consider Ratification of Future Horizons Pod 5 Proposal**
- 4. Consider Ratification of Future Horizons Pod 6 Proposal**
- 5. Consider Ratification of Daniels Fence Proposal – Town Center Fence**
- 6. Consider Ratification of ATT Bill of Sale**
- 7. Consider Ratification of Notices of Commencement (Town Center Bypass, Spine Road Phases 5 & 6)**
- 8. Consider Ratification of Notification of FPL Facilities**
- 9. Consider Ratification of SUA Agreements – Town Center Bypass and Spine Roads 5 & 6**

Mr. Pierman noted that the SUA Agreements for Town Center Bypass and Spine Roads 5 & 6 had been executed without the District Attorney’s recommended changes.

- 10. Consider Ratification of Ranger Settlement Agreement and Release**
- 11. Consider H&J Town Center Bypass Road Agreement**
- 12. Consider H&J Change Order #1 (Town Center Bypass Road)**

Mr. Ballbe explained that between the award of contract and SFWMD approval, the drainage plans had changed, requiring a Change Order in the amount of \$790,195, utilizing the same unit costs.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving Consent Agenda items 1 through 12.

K. CHANGE ORDERS

Mr. Pierman suggested that the Change Orders be considered as one motion following presentation.

- 1. Consider Ratification of Ballbe Proposal #2 Change Order #1 (Town Center Phase One)**

Mr. Ballbe presented Ballbe Proposal #2 CO #1, explaining that it was for work related to the Town Center water distribution system, sewage collection, drainage system, paving, pavement markings and signage, SUA developer agreement, permitting and NPDES compliance, for the amount of \$180,000.

- 2. Consider Ratification of Ballbe Change Order #1 – Stormwater Pump Mock Roos**

Mr. Ballbe presented Ballbe CO #1, explaining that it was for work done by Mock Roos related to the pump station, in the amount of \$57,500.

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2023/2024 BUDGET.

3. Consider SPF Underground Change Orders #11 through 14

Mr. Ballbe presented SPF Underground COs #11 through #14, explaining that they were for additional conduit and repairs, in the amount of \$62,182.79.

4. Consider JW Cheatham Change Order #2 (Northlake Phase 2)

Ms. McConnell presented JW Cheatham CO #2, explaining that it was for work on the Northlake and Avenir Entrance traffic signal. This work was originally part of another contract, but we are now including it in the JW Cheatham agreement as a change order in the amount of \$843,285.80.

5. Consider JW Cheatham Change Order #3 (Northlake Phase 2)

Ms. McConnell presented JW Cheatham CO #3, explaining that it was for additional requirements regarding the Northlake Boulevard watermain and traffic signal, for the amount of \$272,745.80.

6. Consider Centerline Change Order #4 (Spine Road Phase 3 – Entry Features – Revised)

Mr. Ballbe presented Centerline CO #4, explaining that the work was previously approved by the District. However, this change order reduces the amount from \$1,800,000 to \$771,346.40, as the District is funding the balance of the project under other contracts.

7. Consider Centerline Change Order #7 (Spine Road Phase 4 – PN Boulevard Plan Adjustments)

Mr. Ballbe presented Centerline CO #7, explaining that it was for plan adjustments to the Panther National utilities plan, in the amount of \$126,230.99.

8. Consider Centerline Change Order #1 (Spine Road Phase 5 – Roadway and Price Adjustment)

Mr. Ballbe explained that this change order was presented months ago in the amount of \$5,600,000. It was then reduced to \$4,450,000 at a subsequent meeting. Due to math errors, the amount should have been \$4,998,208.08. Following discussions with Centerline, the amount has been revised to \$5,139,225.23, which is a reduction of \$487,797.91.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving change orders 1 through 8 above.

L. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore noted that several projects had been completed, including the front entry fountains, pressure washing at the clubhouse, and the emergency call box in the fitness center. With the inclusion of the call box, it is now possible to keep the fitness center open past staffed hours. Following discussion,

a **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed setting the fitness center hours as 5:00 am to 12:00 am.

Mr. Salvatore then presented proposals for expanding the access control system to include the tennis courts, pickle ball courts, and pool, from Definitive in the amount of \$96,652.05 and Automated Access in the amount of \$37,835.50. The reason for the large discrepancy is Definitive believes that the entire system needs to be replaced, but Automated Access can add on to the existing system. Mr. Salvatore stated that he also expected another proposal that did not come in time for the meeting, but they also stated that they could add to the existing system. Following discussion, a **motion** was made Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving the project for a not-to-exceed amount of \$38,000, for staff to evaluate the proposals, and for the project to begin no sooner than October 1, 2023.

Mr. Salvatore presented a proposal from JAWS, LLC to provide an aquatics program, at no cost to the District. Following discussion, a **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously approving entering into an agreement with JAWS, LLC.

Ms. Chiamonte highlighted the programming that has occurred over the past several months and previewed upcoming events.

2. Discussion Regarding Fiscal Year 2023/2024 Clubhouse Patron Rates

Mr. Pierman explained that, with the increased Clubhouse assessments, it was necessary to increase the non-resident patron rates. Following discussion, the Board directed Mr. Pierman to set a public hearing to amend the annual rate to \$3,200.

M. ADMINISTRATIVE MATTERS

1. Consider Appointment of Audit Committee & Approval of Evaluation Criteria

Mr. Pierman explained that the current agreement for auditing services was expiring, and that it was in order to advertise for auditing services. A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed appointing the entire Board as the Audit Selection Committee.

Sitting as the Audit Selection Committee, a **motion** was made by Ms. Cepero, seconded by Mr. Lopez and unanimously passed approving the audit selection criteria, as presented.

2. Discussion Regarding Required Ethics Training

Mr. Pawelczyk explained that the required ethics training did not currently include special districts, but beginning in 2024, all special district Supervisors would be required to complete four hours of State ethics training. More information regarding the training will be forthcoming.

3. Memo – 2023 Legislative Update

Mr. Pawelczyk presented the memo, noting that there was nothing that directly affected the District.

Mr. Pawelczyk also noted that, with the Pod 20 lake conveyances, everything in Pod 20 was now conveyed.

Mr. Pierman noted that he had received an e-mail from a resident noting that the power in Avenir had been flickering in the mornings. Ms. McConnell suggested that the work being done on Northlake may be a factor.

N. BOARD MEMBER COMMENTS

Mr. Pierman noted that the next meeting would be held September 28, 2023.

O. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adjourning the Regular Board Meeting at 1:48 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

Publication Date
2023-09-14

Subcategory
Miscellaneous Notices

AVENIR COMMUNITY DEVELOPMENT DISTRICT

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Avenir Community Development District

Fee Schedule FY 2023/2024

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PROFIT PATRON

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CLUB RENTAL FEES AND DEPOSITS

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TENNIS COURT (2 hours) \$ 5 \$ 5 \$ 5

AVENIR COMMUNITY DEVELOPMENT DISTRICT

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9/14-21 23-13/0000683489P

RESOLUTION NO. 2023-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT INCREASING THE ANNUAL MEMBER CLUB FEE; APPROVING THE AVENIR COMMUNITY DEVELOPMENT DISTRICT FEE SCHEDULE FY 2023/2024; 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 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, pursuant to Resolution 2022-12, adopted by the District Board of Supervisors (the “District Board”) at its meeting of October 27, 2022, the Avenir Community Development District Fee Schedule, including applicable District rates, fees and charges was modified and re-adopted, which fee schedule was amended and supplemented with Resolution No. 2023-02, adopted January 26, 2023; and

WHEREAS, as part of the approved Final Budget for Fiscal Year 2023/2024 (the “Final Budget”), the District Board of Supervisors increased the assessment pertaining to the operation and management of the Avenir Club and related facilities in order to cover increased costs, as set forth in said Final Budget; and

WHEREAS, the District Board of Supervisors has determined that it is also necessary to increase the Annual Member Club Fee as set forth in the Fee Schedule in order to address the increased costs that have been placed on Members of the Avenir Club, as set forth in the Final Budget; and

WHEREAS, the District’s Amenities Rules Handbook requires that the charges, rates, deposits, and fees applicable to the Club Property, and any changes thereto, 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 increase in the Annual Member Club Fee and the and adoption of the fee schedule for Fiscal Year 2023/2024 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 adopt the fee schedule for Fiscal Year 2023/2024 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 Annual Member Club Fee is hereby increased from \$3,000 to \$3,200.

Section 3. The Avenir Community Development District Fee Schedule is hereby amended and replaced with that which is attached hereto and incorporated herein as Exhibit “A”. 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 4. The District Manager is hereby directed to take all actions consistent with this Resolution.

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

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

Section 7. This Resolution shall take effect on October 1, 2023.

PASSED AND ADOPTED in the Public Session of the Board of Supervisors of the Avenir Community Development District, this 28th day of September, 2023.

Attest:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Jason Pierman, Secretary

Virginia Cepero, Chair

EXHIBIT "A"

Avenir Community Development District			
Fee Schedule FY 2023/2024			
CATEGORY	PATRON	NON-PROFIT	NON-PATRON
ANNUAL MEMBER CLUB FEE – Non-Residents	\$ 3,200	N/A	N/A
LEASE APPLICATION PROCESSING FEE	\$ 50	N/A	N/A
MEMBERSHIP CARD/FOB REPLACEMENT FEE	\$ 15	N/A	N/A
Afterhours Staffing Fee (After 10 p.m.)	\$ 55/hr	\$ 55/hr	\$ 55/hr
CLUB RENTAL FEES AND DEPOSITS			
EVENT HALL – Non-Refundable Fee (6 Hours)	\$ 1,500	\$ 1,500	\$ 2,250
EVENT HALL – Non-Refundable Fee (All Day)	\$ 2,800	\$ 2,800	\$ 4,760
EVENT HALL – Refundable Deposit	\$ 500	\$ 500	\$ 500
CLUBROOM – Non-Refundable Fee (6 Hours)	\$ 650	\$ 650	\$ 950
CLUBROOM – Non-Refundable Fee (All Day)	\$ 1,350	\$ 1,350	\$ 1,850
CLUBROOM – Refundable Deposit	\$ 500	\$ 500	\$ 500
CAFE PAVILION – Non-Refundable Fee (6 Hours)	\$ 1,000	\$ 1,250	\$ 1,250
CAFE PAVILION – Refundable Deposit	\$ 250	\$ 250	\$ 250
LARGE PAVILION – Non-Refundable Fee (6 Hours)	\$ 800	\$ 1,000	\$ 1,000
LARGE PAVILION – Refundable Deposit	\$ 250	\$ 250	\$ 250
SMALL PAVILION – Non-Refundable Fee (6 Hours)	\$ 500	\$ 625	\$ 625
SMALL PAVILION – Refundable Deposit	\$ 250	\$ 275	\$ 275
TENNIS COURT (2 hours)	\$ 5	\$ 5	\$ 5

Last revised October 1, 2023

* 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. THIS FEE SCHEDULE SHALL REMAIN IN PLACE BEYOND FISCAL YEAR 2023/2024 UNTIL OTHERWISE CHANGED OR MODIFIED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT.

SECTION 30
FORM OF PROPOSAL

TO: Jason Pierman
AVENIR COMMUNITY DEVELOPMENT DISTRICT
2501A Burns Road
Palm Beach Gardens, FL 33410

DATE: 8/30/2023

Dear Mr. Pierman:

The undersigned, as Bidder, hereby declares that he is acquainted with the site of the construction as shown on the plans and has fully acquainted himself with the work to be done; that he has thoroughly examined the specifications and all contract documents pertaining thereto; and has read any and/or all addenda issued prior to the opening of the bids.

The bidder proposes and agrees, if this proposal is accepted, to furnish all necessary materials, tools, construction equipment, transportation, and labor to complete the construction as shown, detailed, and described in the specifications and on the drawings.

It is understood by the Bidder that no additional compensation shall be allowed for extra work unless authorized in writing by the Owner.

The Bidder agrees that, if awarded the Contract, he will sign the Contract Documents within fifteen (15) calendar days of the award of the bid, that he will commence the work on the date stated in the notice to proceed, and that he will complete the work within 365 calendar days, thereafter.

The Bidder is licensed as a Contractor to perform the work or services contemplated by this bid and holds License No. CC1505502 issued by State of, Florida, or in the alternative, is qualified by examination of reciprocity to be so licensed to do this work.

BIDDER: J.W. Cheatham, LLC

ADDRESS: 7396 Westport Place, WPB, FL 33413

BY: Thomas P. Uhrig

DATE: 8/30/2023

The Bidder fully understanding that the quantities shown herein are approximate only and that we will fully complete all necessary work in accordance with the Contract Documents and the requirement within the time limit specified in this proposal for the following unit prices, to wit:

BID PROPOSAL
NORTHLAKE BLVD (PHASE 1) - TURN LANES

ITEM NO.	ITEM DESCRIPTION	BID QTY	UNIT	UNIT PRICE	AMOUNT
ROADWAY ITEMS					
1	MOBILIZATION	1	LS	\$704,300.00	\$704,300.00
2	MAINTENANCE OF TRAFFIC (INCL. PEDESTRIAN M.O.T.)	1	LS	\$270,000.00	\$270,000.00
3	NPDES	1	LS	\$23,750.00	\$23,750.00
4	CLEARING AND GRUBBING	1	LS	\$400,000.00	\$400,000.00
5	REGULAR EXCAVATION (INCLUDES DETENTION AREAS) (14927 CY)	14927	CY	\$18.75	\$279,881.25
6	EMBANKMENT (COMPACTED IN PLACE) (FILL MATERIAL TO BE PROVIDED BY THE OWNER) (7260 CY)	7260	CY	\$18.75	\$136,125.00
7	12" COMPACTED SUBGRADE	22499	SY	\$3.00	\$67,497.00
8	OPTIONAL BASE GROUP 13	20580	SY	\$30.00	\$617,400.00
9	MILL EXISTING ASPHALT PAVEMENT (1" AVG. THICK)	31161	SY	\$4.00	\$124,644.00
10	TYPE SP STRUCTURAL COURSE (1.5") (TRAFFIC LEVEL C)	1775	TN	\$140.00	\$248,500.00
11	STRUCTURAL OVERBUILD (SP)	2474	TN	\$161.00	\$398,314.00
12	ASPHALTIC CONCRETE FRICTION COURSE FC-9.5 (1.0")	2987	TN	\$198.00	\$591,426.00
13	INLETS (CURB) (TYPE P-5)	2	EA	\$10,000.00	\$20,000.00
14	INLETS (CURB) (TYPE P-6)	4	EA	\$11,000.00	\$44,000.00
15	INLETS (CURB) (TYPE P-6) (PARTIAL)	2	EA	\$7,900.00	\$15,800.00
16	INLETS (DITCH BOTTOM) (TYPE D)	1	EA	\$8,100.00	\$8,100.00
17	INLETS (DITCH BOTTOM) (TYPE E)	2	EA	\$8,500.00	\$17,000.00
18	INLETS (CLOSED FLUME)	6	EA	\$8,300.00	\$49,800.00
19	MITERED END SECTIONS (18")	7	EA	\$3,850.00	\$26,950.00
20	MITERED END SECTIONS (24")	2	EA	\$4,300.00	\$8,600.00
21	MANHOLE (TYPE P-7)	2	EA	\$8,700.00	\$17,400.00
22	MANHOLE (TYPE P-7) (PARTIAL)	2	EA	\$6,800.00	\$13,600.00
23	MANHOLE (TYPE J-7)	1	EA	\$11,550.00	\$11,550.00
24	MANHOLE (TYPE J-7) PARTIAL	1	EA	\$7,050.00	\$7,050.00
25	CONCRETE PIPE CULVERT (18")	1564	LF	\$108.00	\$168,912.00
26	CONCRETE PIPE CULVERT (24")	460	LF	\$143.00	\$65,780.00
27	CONCRETE PIPE CULVERT (30")	430	LF	\$190.00	\$81,700.00
28	CONCRETE CURB & GUTTER TYPE F	11570	LF	\$22.50	\$260,325.00
29	CONCRETE SIDEWALK (4" THICK)	1022	SY	\$50.00	\$51,100.00
30	ADA Mats	200	SF	\$50.00	\$10,000.00
31	CONCRETE SIDEWALK (6" THICK) (CURB RAMP AT CURB RETURN)	286	SY	\$80.00	\$22,880.00
32	SODDING Bahia	18340	SY	\$3.25	\$59,605.00
33	ADJUST ARV	2	EA	\$4,350.00	\$8,700.00
34	ADJUST VALVE BOX (INCLUDING CONCRETE COLLAR)	8	EA	\$1,125.00	\$9,000.00
35	RELOCATE FIRE HYDRANT	2	EA	\$2,900.00	\$5,800.00
SUBTOTAL (ROADWAY)					\$4,845,489.25

BID PROPOSAL
NORTHLAKE BLVD (PHASE 1) - TURN LANES

ITEM NO.	ITEM DESCRIPTION	BID QTY	UNIT	UNIT PRICE	AMOUNT
SIGNING AND PAVEMENT MARKING ITEMS					
1	SINGLE POST SIGN, F&I GROUND MT, UP TO 12	18	AS	\$380.00	\$6,840.00
2	SINGLE POST SIGN, RELOCATE	1	AS	\$193.00	\$193.00
3	MULTI POST SIGN, RELOCATE	2	AS	\$1,320.00	\$2,640.00
4	SINGLE POST SIGN, REMOVE	12	AS	\$55.00	\$660.00
5	MULTI POST SIGN, REMOVE	5	AS	\$550.00	\$2,750.00
6	RETRO-REFLECTIVE PAVEMENT MARKER	1023	EA	\$4.40	\$4,501.20
7	THERMOPLASTIC, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	1120	LF	\$2.20	\$2,464.00
8	THERMOPLASTIC, WHITE, SOLID FOR DIAGONALS AND CHEVRONS, 18"	1268	LF	\$3.30	\$4,184.40
9	THERMOPLASTIC, WHITE, SOLID FOR STOP LINE AND CROSSWALK, 24"	307	LF	\$4.40	\$1,350.80
10	10 THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	0.33	GM	\$1,452.00	\$479.16
11	THERMOPLASTIC, MESSAGE OR SYMBOL	4	EA	\$121.00	\$484.00
12	THERMOPLASTIC, ARROWS	65	EA	\$100.00	\$6,500.00
13	THERMOPLASTIC, YELLOW, SOLID FOR DIAGONALS AND CHEVRONS, 18"	507	LF	\$3.30	\$1,673.10
14	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	0.058	GM	\$1,452.00	\$84.22
15	THERMOPLASTIC, STD - OTHER SURFACES, WHITE, SOLID, 6"	2.33	NM	\$5,810.00	\$13,537.30
16	THERMOPLASTIC, STD - OTHER SURFACES, WHITE, SOLID, 8"	0.785	NM	\$5,810.00	\$4,560.85
17	THERMOPLASTIC, STD. - OTHER, WHITE, SKIP, 6"	0.29	GM	\$1,452.00	\$421.08
18	THERMOPLASTIC, STD - OTHER SURFACES, YELLOW, SOLID, 6"	2.37	NM	\$5,810.00	\$13,769.70
19	THERMOPLASTIC, PREFORMED, MESSAGE OR SYMBOL (BIKE)	8	EA	\$210.00	\$1,680.00
20	THERMOPLASTIC, PREFORMED, ARROW (BIKE THRU)	8	EA	\$210.00	\$1,680.00
21	GREEN COLOR MARKING (BIKE)	650	SF	\$13.20	\$8,580.00
SUBTOTAL (SIGNING)					\$79,032.81
COLD PLASTIC TAPE					
1	COLD PLASTIC TAPE, WHITE, SOLID FOR DIAGONALS AND CHEVRONS, 18"	1569	LF	\$11.00	\$17,259.00
2	COLD PLASTIC TAPE, - OTHER SURFACES, WHITE, SOLID, 6"	1.22	NM	\$20,330.00	\$24,802.60
3	COLD PLASTIC TAPE, - OTHER SURFACES, WHITE, SOLID, 8"	0.65	NM	\$20,330.00	\$13,214.50
4	COLD PLASTIC TAPE, WHITE, SKIP/DOTTED, 6" (10/30)	0.15	GM	\$5,082.00	\$762.30
5	COLD PLASTIC, MESSAGE OR SYMBOL	4	EA	\$121.00	\$484.00
6	COLD PLASTIC, ARROWS	11	EA	\$100.00	\$1,100.00
7	COLD PLASTIC, PREFORMED, MESSAGE OR SYMBOL (BIKE)	3	EA	\$210.00	\$630.00
8	COLD PLASTIC, PREFORMED, ARROW (BIKE THRU)	3	EA	\$210.00	\$630.00
SUBTOTAL (COLD PLASTIC TAPE)					\$58,882.40

BID PROPOSAL
NORTHLAKE BLVD (PHASE 1) - TURN LANES

ITEM NO.	ITEM DESCRIPTION	BID QTY	UNIT	UNIT PRICE	AMOUNT
SIGNALIZATION ITEMS (NORTHLAKE BLVD AND COCONUT BLVD)					
630-2-11-2	CONDUIT, FURNISH & INSTALL, UNDERGROUND	1130	LF	\$36.85	\$41,640.50
630-2-12-2-1	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	165	LF	\$33.00	\$5,445.00
632-7-1-4A	PEDESTRIAN SIGNAL CABLE - 4 CONDUCTOR (F&I)	1	PI	\$2,354.00	\$2,354.00
632-7-1-7A	PEDESTRIAN SIGNAL CABLE - 7 CONDUCTOR (F&I)	1	PI	\$3,064.00	\$3,064.00
632-7-1-19A	CABLE (SIGNAL) (F&I)	1	PI	\$17,500.00	\$17,500.00
635-2-12-A	PULL BOX (17" X 30" X 12" D) HEAVY DUTY COVERS (TIER 15) F&I	15	EA	\$1,403.00	\$21,045.00
639-1-112	ELECTRICAL POWER SERVICE WITH METER BASE (F&I)	1	AS	\$4,675.00	\$4,675.00
639-2-1	ELECTRICAL SERVICE WIRE	40	LF	\$7.70	\$308.00
639-3-11	ELECTRICAL SERVICE DISCONNECT (BREAKER BOX) (F&I)	1	EA	\$1,342.00	\$1,342.00
641-2-12-12	PRESTRESSED CONCRETE POLE (12' TYPE P-II) (F&I)	1	EA	\$671.00	\$671.00
641-2-18-50	PRESTRESSED CONCRETE POLE (TYPE P-VIII) (F&I)	4	EA	\$13,585.00	\$54,340.00
641-2-80	CONCRETE POLE REMOVAL-DEEP (INCLUDES COMPLETE REMOVAL OF POLE FOUNDATION)	4	EA	\$6,600.00	\$26,400.00
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL, FURNISH & INSTALL	3	EA	\$2,294.00	\$6,882.00
650-1-13	TRAFFIC SIGNAL, F&I, ALUMINUM, 3 SECTION, 1 WAY, (INCLD BACK PLATES)	13	AS	\$484.00	\$6,292.00
650-1-15	TRAFFIC SIGNAL, ALUMINUM (5 SECTION, 1 WAY) INCLD. BACK PLATES, F&I	1	AS	\$748.00	\$748.00
650-1-70	TRAFFIC SIGNAL HEAD ASSEMBLY REMOVAL	10	EA	\$143.00	\$1,430.00
653-191	PEDESTRIAN SIGNAL, FURNISH & INSTALL, LED COUNTDOWN, 1 WAY	2	EA	\$418.00	\$836.00
653-192	PEDESTRIAN SIGNAL, FURNISH & INSTALL, LED COUNTDOWN, 2 WAY	2	EA	\$737.00	\$1,474.00
660-2-106-B	LOOP ASSEMBLY (TYPE F-46') (F&I)	15	EA	\$2,035.00	\$30,525.00
665-1-11	PEDESTRIAN DETECTOR (BULLDOG SERIES III TYPE), F&I	6	EA	\$143.00	\$858.00
670-5-110-B	TRAFFIC CONTROLLER ASSEMBLY, (F&I) NAZTEC (TYPE 6)	1	EA	\$17,336.00	\$17,336.00
700-5-21	INTERNALLY ILLUMINATED SIGN, 6' FLOURESCENT F&I	4	EA	\$4,070.00	\$16,280.00
700-3-201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	2	EA	\$787.00	\$1,574.00
715-11-500	LUMINAIRE REMOVE	4	EA	\$39.00	\$156.00
715-5-32	LUMINAIRE AND BRACKET ARM - GALV STEEL, F&I	4	EA	\$286.00	\$1,144.00
SUBTOTAL (SIGNAL AT NORTHLAKE BLVD AND COCONUT BLVD)					\$264,319.50
SIGNALIZATION (NORTHLAKE BLVD. AND PREMIER ST. UNDERGROUND)					
102-1-A	MAINTENANCE OF TRAFFIC	16	HR	\$100.00	\$1,600.00
630-2-11-2	CONDUIT, FURNISH & INSTALL, UNDERGROUND	150	LF	\$39.00	\$5,850.00
630-2-11-5	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	230	LF	\$60.00	\$13,800.00
630-2-12-2-3	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	150	LF	\$38.00	\$5,700.00
630-2-12-2-6	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	150	LF	\$53.00	\$7,950.00
635-2-12-A	PULL BOX (17" X 30" X 12" D) HEAVY DUTY COVERS (TIER 15), F&I	20	EA	\$1,403.00	\$28,060.00
639-1-111	ELECTRICAL POWER SERVICE WITH METER BASE (F&I)	1	AS	\$7,051.00	\$7,051.00
649-2-15-50	DRILLED SHAFT FOUNDATION ASSEMBLY, 15' DEEP AND 5.0' DIAMETER (FURNISH AND INSTALL DS/15/5.0)	1	EA	\$29,300.00	\$29,300.00
649-2-16-50	DRILLED SHAFT FOUNDATION ASSEMBLY, 16' DEEP AND 5.0' DIAMETER (FURNISH AND INSTALL DS/16/5.0)	2	EA	\$33,100.00	\$66,200.00
649-2-19-50	DRILLED SHAFT FOUNDATION ASSEMBLY, 19' DEEP AND 5.0' DIAMETER (FURNISH AND INSTALL DS/19/5.0)	1	EA	\$35,300.00	\$35,300.00
SUBTOTAL (NORTHLAKE BLVD. AND PREMIER ST. -UNDERGROUND)					\$200,811.00
SIGNALIZATION (NORTHLAKE BLVD. AND PREMIER ST - ABOVE GROUND)					
102-1-A	MAINTENANCE OF TRAFFIC	16	HR	\$100.00	\$1,600.00
632-7-1-4A	PEDESTRIAN SIGNAL CABLE F&I	1	PI	\$5,423.00	\$5,423.00
632-7-1-19A	CABLE (SIGNAL) (F&I)	1	PI	\$13,090.00	\$13,090.00
639-1-111	ELECTRICAL POWER SERVICE WITH METER BASE (F&I)	1	AS	\$4,675.00	\$4,675.00
639-2-1	ELECTRICAL SERVICE WIRE	150	LF	\$7.70	\$1,155.00
639-3-11 (*)	ELECTRICAL SERVICE DISCONNECT (BREAKER BOX) (F&I)	1	EA	\$1,348.00	\$1,348.00
641-2-12-12	PRESTRESSED CONCRETE POLE (12' TYPE P-II) (F&I)	1	EA	\$677.00	\$677.00
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL, FURNISH & INSTALL	3	EA	\$2,300.00	\$6,900.00
649-22-15L	STEEL MAST ARM ASSEMBLY F&I, SINGLE ARM, WITH LUMINAIRE-70'	1	EA	\$25,400.00	\$25,400.00
649-22-15L-HD	STEEL MAST ARM ASSEMBLY F&I, SINGLE ARM, WITH LUMINAIRE-70' HEAVY DUTY	1	EA	\$23,815.00	\$23,815.00
649-22-21L-HD	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM, WITH LUMINAIRE-78' HEAVY DUTY	1	EA	\$28,200.00	\$28,200.00
649-22-XXX	SPECIAL MAST ARM ASSEMBLY, F&I, SINGLE ARM, WITH LUMINAIRE-78'	1	EA	\$27,250.00	\$27,250.00
650-1-13]	TRAFFIC SIGNAL, F&I, ALUMINUM, 3 SECTION, 1 WAY, (INCLD BACK PLATES)	8	AS	\$820.00	\$6,560.00
650-1-14 A]	TRAFFIC SIGNAL, ALUMINUM (4 SECTION, FYA) INCLD. BACK PLATES, F&I	1	AS	\$660.00	\$660.00
653-191]	PEDESTRIAN SIGNAL, FURNISH & INSTALL, LED COUNTDOWN, 1 WAY	4	AS	\$495.00	\$1,980.00
660-2-106B	LOOP ASSEMBLY (Type F-46') (F&I)	10	EA	\$2,035.00	\$20,350.00
665-1-11	PEDESTRIAN DETECTOR, F&I	4	EA	\$165.00	\$660.00
670-5-110-B	TRAFFIC CONTROLLER ASSEMBLY (TYPE 6) NAZTEC (F&I)	1	AS	\$17,325.00	\$17,325.00
700-3-201	OVERHEAD SIGN PANEL, UP TO 12 SF, F&I	4	EA	\$770.00	\$3,080.00
700-5-21	INTERNALLY ILLUMINATED SIGN, 6' FLOURESCENT, F&I	4	EA	\$5,600.00	\$22,400.00
715-4-50	RELOCATE LIGHT POLE	1	EA	\$3,410.00	\$3,410.00
715-5-32	LUMINAIRE AND BRACKET ARM - GALV STEEL (F&I)	4	EA	\$616.00	\$2,464.00
SUBTOTAL (NORTHLAKE BLVD. AND PREMIER ST -ABOVE GROUND)					\$218,422.00
WATER MAIN DEFLECTION					
W1-1	6" DIP WATER MAIN	26	LF	\$91.00	\$2,366.00
W2-1	6" GATE VALVE & BOX	1	EA	\$3,325.00	\$3,325.00
W2-2	12" X 6" TAPPING SLEEVE	1	EA	\$8,200.00	\$8,200.00
W3-1	SAMPLE POINTS	1	EA	\$1,265.00	\$1,265.00
W3-2	FIRE HYDRANT ASSEMBLY	1	EA	\$9,020.00	\$9,020.00
W3-3	CONNECT TO EXISTING WATER MAIN	1	EA	\$2,750.00	\$2,750.00
W5-1	TEST/FINALIZE WATER MAIN	26	LF	\$77.00	\$2,002.00
SUBTOTAL (WATER MAIN DEFLECTION)					\$28,928.00

**BID PROPOSAL
NORTHLAKE BLVD (PHASE 1) - TURN LANES**

ITEM NO.	ITEM DESCRIPTION	BID QTY	UNIT	UNIT PRICE	AMOUNT
IRRIGATION ITEMS					
1	HUNTER PROS-06-PRS40 W/ MP ROTATOR MP CORNER 45 DEG	10	EA	\$61.00	\$610.00
2	KRAIN RN100 ADJ 90 DEG ON 6" POP-UP	3	EA	\$55.00	\$165.00
3	KRAIN RN100 ADJ 120 DEG ON 6" POP-UP	8	EA	\$55.00	\$440.00
4	KRAIN RN100 ADJ 180 DEG ON 6" POP-UP	2	EA	\$55.00	\$110.00
5	KRAIN RN300 ADJ 90 DEG ON 6" POP-UP	10	EA	\$55.00	\$550.00
6	KRAIN RN300 ADJ 120 DEG ON 6" POP-UP	8	EA	\$55.00	\$440.00
7	KRAIN RN300 ADJ 180 DEG ON 6" POP-UP	46	EA	\$55.00	\$2,530.00
8	KRAIN RN300 ADJ 90 DEG ON 6" POP-UP	9	EA	\$55.00	\$495.00
9	KRAIN RN300 ADJ 120 DEG ON 6" POP-UP	4	EA	\$55.00	\$220.00
10	KRAIN RN300 ADJ 180 DEG ON 6" POP-UP	49	EA	\$55.00	\$2,695.00
11	KRAIN RNS-SS-530 ON 6" POP-UP	1	EA	\$55.00	\$55.00
12	KRAIN RN100 ADJ 90 DEG ON 12" POP-UP	1	EA	\$72.00	\$72.00
13	KRAIN RN100 ADJ 120 DEG ON 12" POP-UP	2	EA	\$72.00	\$144.00
14	KRAIN RN100 ADJ 180 DEG ON 12" POP-UP	68	EA	\$72.00	\$4,896.00
15	KRAIN RN200 ADJ 180 DEG ON 12" POP-UP	174	EA	\$72.00	\$12,528.00
16	KRAIN RN300 ADJ 90 DEG ON 12" POP-UP	1	EA	\$72.00	\$72.00
17	KRAIN RN300 ADJ 120 DEG ON 12" POP-UP	1	EA	\$72.00	\$72.00
18	KRAIN RN300 ADJ 120 DEG ON 12" POP-UP ON RISER	7	EA	\$111.00	\$777.00
19	KRAIN RN300 ADJ 180 DEG ON 12" POP-UP	97	EA	\$72.00	\$6,984.00
20	KRAIN RN300 ADJ 180 DEG ON 12" POP-UP ON RISER	116	EA	\$111.00	\$12,876.00
21	KRAIN RN300 FIX 360 DEG ON 12" POP-UP ON RISER	1	EA	\$111.00	\$111.00
22	KRAIN RNS-LES-515 ON 12" POP-UP	1	EA	\$72.00	\$72.00
23	KRAIN RNS-RES-515 ON 12" POP-UP	1	EA	\$72.00	\$72.00
24	KRAIN RNS-SS-530 ON 12" POP-UP	85	EA	\$72.00	\$6,120.00
25	RAINBIRD 1401 .250 GPM PRESSURE COMPENSATING BUBBLER	43	EA	\$23.00	\$989.00
26	RAINBIRD 1402 .50 GPM PRESSURE COMPENSATING BUBBLER	11	EA	\$31.00	\$341.00
27	RAINBIRD 1 1/2" REMOTE CONTROL VALVE MODEL 150-PESB IN CDR 11"W X 18"L X 12D AND LID LABELLED AND INSTALLED PER DETAILS	11	EA	\$3,015.00	\$33,165.00
28	PVC 3/4"	6836	LF	\$2.20	\$15,039.20
29	PVC 1"	2024	LF	\$3.05	\$6,173.20
30	PVC 1 1/4"	4091	LF	\$4.00	\$16,364.00
31	PVC 1 1/2"	1225	LF	\$5.00	\$6,125.00
32	PVC 2"	1244	LF	\$6.00	\$7,464.00
33	PVC 2 1/2"	2412	LF	\$16.50	\$39,798.00
34	PVC 3"	3941	LF	\$20.00	\$78,820.00
35	3/4" SCH. 40 PVC ELECTRICAL CONDUIT FOR TWO WIRE CONTROL CABLE	449	LF	\$8.00	\$3,592.00
36	6" SCH. 40 PVC SLEEVE	363	LF	\$11.00	\$3,993.00
37	8" SCH. 40 PVC SLEEVE	69	LF	\$41.00	\$2,829.00
38	6" HDPE DR 7 PIPE FOR BORES	149	LF	\$54.00	\$8,046.00
39	ADDITIONAL 6" HDPE DR 7 PIPE FOR BORES	460	LF	\$27.00	\$12,420.00
40	3" HDPE DR 11 MAINLINE PIPE THROUGH BORES	600	ILF	\$15.00	\$9,000.00
41	PAGE 4 MEDIAN TO MEDIAN 6" BORE	240	LF	\$66.00	\$15,840.00
42	PAGE 6 MEDIAN TO MEDIAN 6" BORE	200	LF	\$66.00	\$13,200.00
43	PAGE 7 MEDIAN TO MEDIAN 6" BORE	120	LF	\$66.00	\$7,920.00
SUBTOTAL (IRRIGATION ITEMS)					\$334,224.40
TOTAL:					\$6,010,099.96

Northlake Blvd from west of Coconut Blvd to west of Avenir Entrance

Clarifications to this proposal are as follows:

1. Permits and Permit Fees are not included.
2. Inspection and Inspection Fees are not included.
3. Restoration of existing landscape or irrigation is not included.
4. Cleaning of existing drainage is not included.
5. Payment for asphalt overbuild to be based on actual tonnage used.
6. Payment for sod to be based on actual field measurement.
7. 1" milling quantity was adjusted to compensate for asphalt overbuild areas.
8. Item was added for ADA Mats.
9. Relocate pull box was deleted due to the pull box being a private utility. (To be done by others.)
10. The relocation, removal or adjustment of existing utilities other than ARV manholes and water valves is not included.
11. Retainage to be 5% in accordance with Florida Statutes (attached).
12. Signalization price is based on owner supplying signalization material per the attached material list.
13. Asphalt path is not included

Title XVIII PUBLIC LANDS AND PROPERTY

Chapter 255 PUBLIC PROPERTY AND PUBLICLY OWNED BUILDINGS SECTION 078 Public construction retainage.

[1<https://m.flsenate.gov/statutes/255.078#1>](https://m.flsenate.gov/statutes/255.078#1)255.078 Public construction retainage.—

(1) With regard to any contract for construction services, a public entity may withhold from each progress payment made to the contractor an amount not exceeding 5 percent of the payment as retainage.

(2) This section and s. 255.077<<https://m.flsenate.gov/Statutes/255.077>> do not prohibit a public entity from withholding retainage at a rate less than 5 percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the contract, or from releasing at any point all or a portion of any retainage withheld by the public entity which is attributable to the labor, services, or materials supplied by the contractor or by one or more subcontractors or suppliers. If a public entity makes any payment of retainage to the contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor must timely remit payment of such retainage to those subcontractors and suppliers.

(3) This section and s. 255.077<<https://m.flsenate.gov/Statutes/255.077>> do not require the public entity to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to s. 255.05<<https://m.flsenate.gov/Statutes/255.05>>, or otherwise the subject of a claim or demand by the public entity or contractor.

(4) The same time limits for payment of a payment request apply regardless of whether the payment request is for, or includes, retainage.

(5) Subsection (1) does not apply to construction services purchased by a public entity which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Florida Prompt Payment Act.

(6) This section does not apply to any construction services purchased by a public entity if the total cost of the construction services purchased as identified in the contract is \$200,000 or less.

History.—s. 12, ch. 2005-230; s. 4, ch. 2020-173.

1Note.—Section 5(2), ch. 2020-173, provides that “[t]he amendments made to ss. 255.05 and 255.078, Florida Statutes, by this act do not apply to contracts executed under chapter 337, Florida Statutes.”

<https://m.flsenate.gov/statutes/255.078>

STAGING LOCATION	Req No.	Date	Inv #	PO No.	Vendor	LOCATION	CC	Item #	Description	Qty
Hobe Sound	1	12/21/2022	1061091-00	2142-07	TORRES	COCONUT BLVD	2060	635-2-12-A	PULL BOX (17" X 30" X 12" D) HEAVY DU	14
Jobste	1	12/21/2022	0126849	2142-04	PRECAST	COCONUT BLVD	2100	641-2-12-12	CONCRETE POLE (12' TYPE P-11) (F&I)	1
Jobste	1	12/21/2022	0126849	2142-04	PRECAST	COCONUT BLVD	2110	641-2-18-50	CONCRETE POLE (TYPE P-VIII) (F&I)	2
Jobste	1	12/21/2022	0126852	2142-04	PRECAST	COCONUT BLVD	2110	641-2-18-50	CONCRETE POLE (TYPE P-VIII) (F&I)	2
Okeechobee	3	6/27/2023	1220862	2142-08	RAINBOW	COCONUT BLVD	2110	641-2-18-50	SPAN WIRE & HARDWARE	1
Hobe Sound	1	12/21/2022	0125966	2142-04	PRECAST	COCONUT BLVD	2130	646-1-11	PEDESTAL FOUNDATION	3
Okeechobee	2	5/14/2023	INV0228469	2142-09	TEMPLE	COCONUT BLVD	2130	646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL, FURNISH	3
Okeechobee	2	5/14/2023	INV0228469	2142-09	TEMPLE	COCONUT BLVD	2140	650-1-13	TRAFFIC SIGNAL, F&I, ALUM, 3 SECT 1 WAY W BACKPLAT	8
Okeechobee	2	5/14/2023	INV0228469	2142-09	TEMPLE	COCONUT BLVD	2150	650-1-14 A	TRAFFIC SIGNAL, F&I, ALUM, 4 SECT 1 WAY W BACKPLAT	2
Okeechobee	2	5/14/2023	INV0228469	2142-09	TEMPLE	COCONUT BLVD	2160	650-1-15	TRAFFIC SIGNAL, F&I, ALUM, 5 SECT 1 WAY W BACKPLAT	3
Okeechobee	2	5/14/2023	INV0228469	2142-09	TEMPLE	COCONUT BLVD	2180	653-191	PED SIGNAL, F&I, 1 WAY	3
Okeechobee	2	5/14/2023	INV0228469	2142-09	TEMPLE	COCONUT BLVD	2190	653-192	PED SIGNAL, F&I, 2 WAY	2
Okeechobee	2	5/14/2023	INV0228469	2142-09	TEMPLE	COCONUT BLVD	2200	655-1-11	PEDESTRIAN DETECTOR, F&I	6
Okeechobee	3	6/27/2023	90144171	2142-03	CUBIC	COCONUT BLVD	2220	670-5-110-8	TRAFFIC CONTROLLER ASSEMBLY, (F&I) NAZTEC	1
Okeechobee	1	12/21/2022	101511	2142-06	SOUTHERN	COCONUT BLVD	2230	700-5-21	INTERNALLY ILLUMINATED SIGN, 6' FLOURESCEN	4
Hobe Sound	3	6/27/2023	201843	2142-05	ARCOSA	COCONUT BLVD	2230	700-5-21	CLAMP-ON CANTILEVER ARM	4
Okeechobee	2	5/14/2023	INV0228469	2142-09	TEMPLE	COCONUT BLVD	2240	700-3-201	OVERHEAD SIGN PANEL BRACKETS	4
Okeechobee	1	12/21/2022	1060979-01	2142-01	TORRES	COCONUT BLVD	2260	715-5-32	LUMINAIRE	4
Okeechobee	1	12/21/2022	1060710-01	2142-01	TORRES	COCONUT BLVD	2260	715-5-32	LUMINAIRE BRACKET ARM	4
Hobe Sound	1	12/21/2022	1061091-00	2142-07	TORRES	E OF COCONUT BLVD	3060	635-2-12-A	PULL BOX (17" X 30" X 12"D) HEAVY DUT	20
Okeechobee	1	12/21/2022	1060709-01	2142-01	TORRES	E OF COCONUT BLVD	3080	649-2-15-50	MAST ARM ANCHOR BOLTS	1
Okeechobee	1	12/21/2022	1060709-01	2142-01	TORRES	E OF COCONUT BLVD	3090	649-2-16-50	MAST ARM ANCHOR BOLTS	1
Okeechobee	1	12/21/2022	1060709-01	2142-01	TORRES	E OF COCONUT BLVD	3100	649-2-19-50	MAST ARM ANCHOR BOLTS	2
Jobste	1	12/21/2022	0126852	2142-04	PRECAST	E OF COCONUT BLVD	4060	641-2-12-12	PRESTRESSED CONCRETE POLE (12' TYPE P-11	1
Hobe Sound	1	12/21/2022	0125966	2142-04	PRECAST	E OF COCONUT BLVD	4070	646-1-11	PEDESTAL FOUNDATION	5
Okeechobee	2	5/14/2023	INV0228469	2142-09	TEMPLE	E OF COCONUT BLVD	4070	646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL, FURNISH	5
Hobe Sound	1	12/21/2022	1060709-02	2142-01	TORRES	E OF COCONUT BLVD	4080	649-2-2-15L	MAST ARM, F&I, WITH LUMINAIRE 70'	1
Hobe Sound	1	12/21/2022	1060709-02	2142-01	TORRES	E OF COCONUT BLVD	4090	649-2-2-15L-HD	MAST ARM, F&I, WITH LUMINAIRE 70' -HD	1
Hobe Sound	1	12/21/2022	1060709-02	2142-01	TORRES	E OF COCONUT BLVD	4100	649-2-2-21L-HD	MAST ARM, F&I, WITH LUMINAIRE 78' -HD	1
Hobe Sound	1	12/21/2022	1060709-02	2142-01	TORRES	E OF COCONUT BLVD	4110	649-2-2-XXX	MAST ARM, F&I, WITH LUMINAIRE 78'	1
Okeechobee	2	5/14/2023	INV0228469	2142-09	TEMPLE	E OF COCONUT BLVD	4120	650-1-13	TRAFFIC SIGNAL, F&I, ALUMINUM, 3 SECTION	10
Okeechobee	2	5/14/2023	INV0228469	2142-09	TEMPLE	E OF COCONUT BLVD	4130	650-1-14 A	TRAFFIC SIGNAL, ALUMINUM (4 SECTION,	12
Okeechobee	2	5/14/2023	INV0228469	2142-09	TEMPLE	E OF COCONUT BLVD	4140	653-191	PED SIGNAL, F&I, 1 WAY	2
Okeechobee	2	5/14/2023	INV0228469	2142-09	TEMPLE	E OF COCONUT BLVD	4150	653-192	PED SIGNAL, F&I, 2 WAY	3
Okeechobee	1	12/21/2022	146417	2142-02	ITERIS	E OF COCONUT BLVD	4160	660-4-10-B4	VIDEO DETECTION SYSTEM -- 4 CAMERA	1
Okeechobee	2	5/14/2023	INV0228469	2142-09	TEMPLE	E OF COCONUT BLVD	4170	665-1-11	PEDESTRIAN DETECTOR, F&I	8
Okeechobee	3	6/27/2023	90144171	2142-03	CUBIC	E OF COCONUT BLVD	4180	670-5-110-B	TRAFFIC CONTROLLER ASSEMBLY (TYPE 6) NAZ	1
Okeechobee	2	5/14/2023	INV0228469	2142-09	TEMPLE	E OF COCONUT BLVD	4190	700-3-201	OVERHEAD SIGN PANEL BRACKETS	4
Okeechobee	1	12/21/2022	1060979-01	2142-01	TORRES	E OF COCONUT BLVD	4220	715-5-32	LUMINAIRE	4

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC1505502

EXPIRATION DATE: AUGUST 31, 2024

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

UHRIG, THOMAS PAUL
J W CHEATHAM LLC
7396 WESTPORT PLACE
WEST PALM BEACH FL 33413



ISSUED: 05/05/2022

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT

7396 WESTPORT PL
WEST PALM BEACH, FL 33413-1661

Table with 6 columns: TYPE OF BUSINESS, OWNER, CERTIFICATION #, RECEIPT #/DATE PAID, AMT PAID, BILL #. Row 1: 23-0102 CW GENERAL CONTRACTOR, UHRIG THOMAS PAUL, CGC1505502, B22.615627 - 07/26/22, \$369.60, B40181215

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2021139559
EXPIRES: SEPTEMBER 30, 2023



8-2668

J W CHEATHAM LLC
J W CHEATHAM LLC
7396 WESTPORT PL
WEST PALM BEACH FL 33413-1696



This receipt grants the privilege of engaging in or
managing any business profession or occupation
within its jurisdiction and MUST be conspicuously
displayed at the place of business and in such a
manner as to be open to the view of the public.



ANNE M. GANNON
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www.pbctax.com Tel: (561) 355-2264

LOCATED AT

7396 WESTPORT PL
WEST PALM BEACH, FL 33413-1661

Table with 6 columns: TYPE OF BUSINESS, OWNER, CERTIFICATION #, RECEIPT #/DATE PAID, AMT PAID, BILL #. Row 1: 23-0051 GENERAL CONTRACTOR, UHRIG THOMAS PAUL, CGC1505502, B22.614546 - 07/25/22, \$99.00, B40181216

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2021139558
EXPIRES: SEPTEMBER 30, 2023



8-2643

J W CHEATHAM LLC
J W CHEATHAM LLC
7396 WESTPORT PL
WEST PALM BEACH FL 33413-1696



This receipt grants the privilege of engaging in or
managing any business profession or occupation
within its jurisdiction and MUST be conspicuously
displayed at the place of business and in such a
manner as to be open to the view of the public.

**Certificate
(Limited Liability Company)**

The undersigned hereby certifies that the following are true and correct statements:

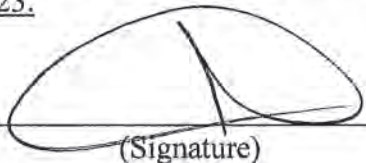
1. That he/she is the Secretary of J.W. Cheatham, LLC, a Limited Liability Company organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "LLC" and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the LLC as of the 30th day of August, 2023, in accordance with the laws of the State of the state of incorporation of the LLC, the Articles of Incorporation and the By-laws of the LLC.

RESOLVED, that the LLC shall enter into that certain Agreement between Avenir Community Development District, a local unit of special-purpose government organized Under the provisions of Chapter 190 Florida Statutes, a copy of which is attached hereto, And be it.

FURTHER RESOLVED, that Thomas P. Uhrig, the President of the LLC, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the LLC to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.
3. That the LLC is in good standing under the laws of the State of Florida or its state of Incorporation and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the LLC the 30th day of August, 2023.



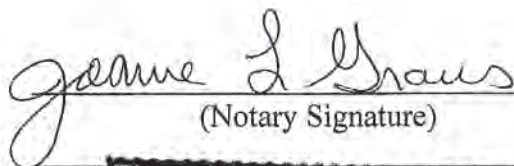
(Signature)

(Corporate Seal)

Harold M Damron, Secretary

(Print Signatory's name & title)

SWORN TO AND SUBSCRIBED before me this 30th day of August, 2023, by the Secretary of the aforesaid LLC, who is personally known to me OR who produced None as identification and who did not take an oath.



(Notary Signature)

(Print Notary Name) **JEANNE L. GAUS**
NOTARY PUBLIC
Commission # 00365579
State of Florida at Large
Expires October 18, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J.W. Cheatham, LLC
7396 Westport Place
West Palm Beach, FL 33413

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of
America
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Avenir Community Development District
2501A Burns Road
Palm Beach Gardens, FL 33410

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Project No. 180437, Northlake Blvd. From West of Coconut Blvd. to West Side of Avenir Entrance

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

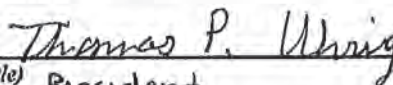
Signed and sealed this 5th day of September, 2023



(Witness)

J.W. Cheatham, LLC

(Principal) (Seal)

By: 


(Title) President



(Witness) Haley Blythe

Travelers Casualty and Surety Company of America

(Surety) (Seal)

By: 

(Title) Charles D. Nielson Attorney-in-Fact

Surety Phone No. 860-277-0111



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint David R Hoover, Kristy L Collins, Jarrett Merlucci, Shawn A. Burton, CHARLES D NIELSON, CHARLES J NIELSON, JOSEPH P NIELSON, and IAN A NIPPER of Miami Lakes, Florida, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the, r business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of September, 2023




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

DRAFT

EIGHTH AMENDMENT TO SERVICE AGREEMENT

LAWN AND LANDSCAPE MAINTENANCE/LAKE BANK MOWING

THIS EIGHTH AMENDMENT TO SERVICE AGREEMENT, made and entered into this ____ day of _____, 2023 (the “Amendment” or the “Eighth Amendment”), by and between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach Gardens, Palm Beach County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and **COMPLETE PROPERTY MAINTENANCE, INC.**, a Florida corporation, whose business address is 4101 Vinkemulder Road, Coconut Creek, Florida 33073 (the “Contractor”).

WITNESSETH:

WHEREAS, the District and the Contractor entered into an Service Agreement for Lawn and Landscape Maintenance/Lake Bank Mowing, dated June 1, 2021, as amended by that First Amendment to Service Agreement, dated October 28, 2021, the Second Amendment to Service Agreement, dated October 28, 2021, the Third Amendment to Service Agreement, dated January 27, 2022, the Fourth Amendment to Service Agreement, dated June 2, 2022, the Fifth Amendment to Service Agreement, dated November 23, 2022, Sixth Amendment to Service Agreement, dated June 27, 2023, and Seventh Amendment to Service Agreement, June 27, 2023 (collectively, the “Agreement”); and

WHEREAS, the District has the need to add to the Agreement certain areas within the boundaries of the District that have been developed and received new plantings, which areas have recently been turned over to the District and include the Pump House, portions of the Phase 4 Spine Road, and the Akel CDD Wall (the “2023 Additional Work”), which 2023 Additional Work is more particularly described in Exhibit A-8 attached hereto and made a part hereof; and

WHEREAS, the District Board of Supervisors has determined, at a public meeting held on September 28, 2023, that it is in the best interests of the District to add the 2023 Additional Work to the services provided by the Contractor to the District under the Agreement.

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

Section 1. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Amendment.

Section 2. Contractor represents that it is qualified to perform and will

perform the 2023 Additional Work described in the Exhibit A-8, for such compensation detailed therein. Nothing herein or in the Agreement shall be construed or interpreted to prohibit or limit District’s right and ability to remove, at District’s discretion, the 2023 Additional Work from the Scope of Work under the Agreement.

Section 3. Effective October 1, 2023, the Contractor agrees to perform the 2023 Additional Work for a fee of **\$288,388.00** per year in accordance with the monthly payment schedule in the Agreement and as more particularly described in Section 4 herein and in Exhibit A-8.

Section 4. The payment schedule under the Agreement is hereby revised as follows:

**Annual Contract (excluding Phase 3 Additional Work,
Clubhouse Parcel and 2023 Additional Work)**

Month	% of Contract	Monthly Payment
January	90%	\$ 35,007.53
February	90%	\$ 35,007.53
March	90%	\$ 35,007.53
April	100%	\$ 38,897.25
May	100%	\$ 38,897.25
June	110%	\$ 42,786.98
July	110%	\$ 42,786.98
August	110%	\$ 42,786.98
September	110%	\$ 42,786.98
October	100%	\$ 38,897.25
November	100%	\$ 38,897.25
December	90%	\$ 35,007.53
Annual Total	-	\$466,767.00

Clubhouse Parcel

Month	% of Contract	Monthly Payment
January	90%	\$ 5,392.17
February	90%	\$ 5,392.17
March	90%	\$ 5,392.17
April	100%	\$ 5,991.30
May	100%	\$ 5,991.30
June	110%	\$ 6,590.43
July	110%	\$ 6,590.43
August	110%	\$ 6,590.43
September	110%	\$ 6,590.43
October	100%	\$ 5,991.30

November	100%	\$ 5,991.30
December	90%	\$ 5,392.17
Annual Total	-	\$71,895.60

Phase 3 Additional Work

Month	% of Contract	Monthly Payment
January	90%	\$ 5,449.50
February	90%	\$ 5,449.50
March	90%	\$ 5,449.50
April	100%	\$ 6,055.00
May	100%	\$ 6,055.00
June	110%	\$ 6,660.50
July	110%	\$ 6,660.50
August	110%	\$ 6,660.50
September	110%	\$ 6,660.50
October	100%	\$ 6,055.00
November	100%	\$ 6,055.00
December	90%	\$ 5,449.50
Annual Total	-	\$72,660.00

2023 Additional Work

Month	% of Contract	Monthly Payment
January	90%	
February	90%	
March	90%	
April	100%	
May	100%	
June	110%	
July	110%	
August	110%	
September	110%	
October	100%	
November	100%	
December	90%	
Annual Total	-	\$288,388.00

Section 5. In all other respects not specifically amended by this Eighth Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Eighth Amendment and further agree that it shall take effect as of the Effective Date.

Attest:

**AVENIR LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print name: _____
Secretary/Assistant Secretary

Virginia Cepero, Chairperson
Board of Supervisors

_____ day of _____, 2023

**COMPLETE PROPERTY
MAINTENANCE, INC., a Florida
corporation**

By: _____

Shane Humble, President

Print Name

_____ day of _____, 2023

Print Name

(CORPORATE SEAL)

EXHIBIT A-8



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

Landscape Proposal

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

"Beautifying South Florida Since 1977"

Avenir Community Development District c/o Special District Services 2501 A Burns Rd Palm Beach Gardens, FL 33410 Attn.: Carlos J. Ballbé, P.E., LEED ® A.	Customer Phone		Date	Proposal #
	(954) 491-7811 (Ext.		8/31/2023	43678
	TB	CPM Rep	RE:	
	jt	SH	See Below	

Description	Quantity	Cost	Proposal Total
TO BE ADDED TO EXISTING MAINTENANCE BILLING (PER YEAR PRICING):			
Effective Date: September 1, 2023 Addt Rate: \$12,856 per year per .1 mile for Lawn and Shrub Maintenance, Irrigation, Pest Control, and Fertilization.			
Pump House (Based on man hours only due to Bahia - does not require fert or pest control)	12	2,443.33333	29,320.00
Phase 4 Spine Road (1.6 miles including exit to Panther National and large round-about)	12	17,141.33333	205,696.00
Akel CDD Wall	12	2,097.66667	25,172.00
Additional labor for new plantings on median islands and roadways (10 men / 1 day)	12	2,350.00	28,200.00
Effective Date: October 1, 2023 1 mile long, and based on the width and material planted, it is 1/3 the width of the roadway plantings (right after the round about going north on Coconut, the west side of phase 2 going north, as well as going west on phase 4).			
Lawn and Landscape Maintenance	12	3,571.00	42,852.00

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

Proposal Total \$331,240.00

Signature _____

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

**AMENDED AND RESTATED
AQUATICS MAINTENANCE SERVICES AGREEMENT**

THIS AMENDED AND RESTATED AQUATICS MAINTENANCE SERVICES AGREEMENT (the "Agreement"), made and entered into this 1st day of October, 2023 (the "Effective Date"), by and between:

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

and

SUPERIOR WATERWAY SERVICES, INC., a Florida corporation, whose principal address is 6701 Garden Road, Suite 1, Riviera Beach, Florida 33404, (the "Contractor").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District owns and/or is responsible for maintaining certain stormwater areas located within or immediately adjacent to the boundaries of the District, including, but not limited to, the lakes, canals, and waterway areas (collectively the "Maintenance Areas") as identified in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the District and the Contractor entered into an Aquatics Maintenance Services Agreement, dated December 1, 2020 (the "2020 Agreement"), providing that Contractor would furnish certain aquatic maintenance and management services to the Maintenance Areas within the boundaries of the District; and

WHEREAS, since the 2020 Agreement was entered into the lands within the District have continued to develop, additional property has been added to the Maintenance Areas, and costs to provide the services have increased; and

WHEREAS, the District has a need to retain an independent contractor to furnish aquatic and maintenance services to the stormwater management lake and canal areas located within the boundaries of the District, including, but not limited to, aquatics maintenance services, hydrilla elimination and control, and Contractor has submitted to the District an updated proposal, revised August 1, 2023, to provide such services, which

proposal is attached hereto and made a part hereof as Exhibit B (the “Proposal”); and

WHEREAS, Contractor acknowledges that the maintenance of fountains, aerators, and other similar equipment is provided by others; and

WHEREAS, Contractor represents that it is qualified to continue to provide lake and aquatic maintenance services to the District; and

WHEREAS, it is the parties intent that upon the Effective Date of this Agreement, the 2020 Agreement shall be of no further force and effect, excepting the insurance, indemnification, and related provisions contained therein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

Section 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated as material parts of this Agreement.

Section 2. Services.

A. Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality, maintenance of the lakes and aquatic Maintenance Areas of the District in accordance with this Agreement and the Proposal (which services are collectively described as the “Work”).

B. The Work shall include, but not be limited to, monthly lake and canal maintenance for the Maintenance Areas. The duties, obligations and responsibilities of the Contractor are to conduct monthly inspections and provide the following treatments as needed:

- (1) Algae and aquatic plant control;
- (2) Border grass and brush control to water’s edge;
- (3) Water testing;
- (4) Debris removal in Maintenance Areas;
- (5) Fish and wildlife monitoring;
- (6) Biological control agent permit application for triploid carp and mosquito fish;
- (7) Invasive weed and brush control (manual or mechanical removal, chemical treatments);
- (8) Exotic vegetation control;
- (9) Elimination and control of hydrilla;
- (10) Biological control agents permit applications for triploid grass carp and mosquito fish;

(11) Call back service is included at no additional charge; and

C. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. In providing the Work identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.

E. Contractor, by and through the submission of its Proposal, agrees that it shall be held responsible for having therefore examined the site(s), including existing nuisance and non-nuisance aquatic vegetation, the location of all proposed Work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, the nature of the lakes and aquatics areas, and any other conditions surrounding and affecting the Work, the floating fountains, and any physical characteristics of the job, in order that all costs pertaining to the Work.

F. Contractor shall regularly notify the District Manager of the District or his or her designee via email or as otherwise approved by the District Manager of the time and dates when services are scheduled to be performed and after such service has been performed. Immediately (within one (1) business day, Contractor shall prepare and deliver to the District Manager or his or her designee via email reports detailing work performed during each services visit or other visit to the District pursuant to this Agreement.

G. The terms and conditions of the Proposal are incorporated into and made a part of this Agreement.

Section 3. Manner of Contractor Performance.

A. Contractor agrees, as an independent contractor, to undertake and perform the Work specified in this Agreement, as amended from time to time, or in any authorized work order by the District issued in connection with this Agreement and accepted by Contractor.

B. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in Miami-Dade County, Florida. All Work performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.

C. Should any Work and/or services be required which are not specified in this Agreement or any amendment thereto, but which are nevertheless necessary or the proper provision of services to the District, such Work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

D. Contractor agrees that District shall not be liable for the payment of any Work or services not included in Section 4.A., unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such services.

E. The District Manager of the District or his designee shall act as the District Representative with respect to the Work performed under this Agreement. The District Representative shall have complete authorizes to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to the materials, equipment, elements, and systems pertinent to the Work performed by Contractor.

F. At the request of the District Representative, Contractor agrees to meet with District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

G. Contractor shall not damage, kill or otherwise harm current and future non-invasive aquatic plants, including, but not limited to, bulrush, spikerush, firelac (thalia), and water lilies, and any damage to such plants shall be remedied with replacement plants within five (5) business days of the damage occurring. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage.

Section 4. Compensation.

A. District agrees to pay Contractor in accordance with the following schedule of rates:

Description of Service	Rate
Algae and Aquatic Plant Control, Submersed and Floating Vegetation (2 visits per month)	\$____.00 per acre x 112.0 acres = \$_____.00 per month
Littoral Maintenance (quarterly)	\$____.00 per acre x 5.97 acres = \$3,000.00 per quarter
Border Grass and Brush Control to Water’s Edge, Monthly Water Testing, Fish and Wildlife Monitoring, Biological Control Permit Application, and Management Reporting	Included*

* see Proposal

B. Should District desire additional services or to add additional areas to the Maintenance Areas, the Contractor agrees to negotiate in good faith to undertake such additional services. Upon successfully negotiations, the Parties shall agree in writing to an Amendment to this Agreement.

C. District may require, as a condition precedent to making payment to Contractor that all subcontractors, materialmen, suppliers, or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an affidavit related to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the contractor has met all conditions with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Contractor shall maintain records confirming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to Contractor. District may pay the invoice amount within thirty (30) days after the invoice date. Contractor may cease performing Work under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

Section 5. Term. The Contractor shall commence work on the Effective Date, and, unless otherwise terminated in accordance with this Agreement, the term of the Agreement shall begin on the Effective Date and expire after one (1) year. Thereafter, this Agreement shall automatically renew for up to three (3) successive extension terms of one (1) year each unless otherwise terminated as provided herein.

Section 6. Termination. Either party may terminate this Agreement without cause by providing thirty (30) days written notice of termination to the other party. Contractor agrees that District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. Upon any termination of this agreement, the Contractor shall be entitled to payment for work and services performed in accordance with the Agreement up until the effective date of the termination, subject to whatever offsets or claims the District may have against the Contractor.

Section 7. Insurance.

A. Contractor, and any subcontractor hired by Contractor to perform any Work pursuant to this Agreement shall provide and maintain the following insurance throughout the term of this Agreement:

- (1) Worker's Compensation Insurance in accordance with Florida law.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries and property damage, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent

Contractors' coverage for bodily injury and property damage in connection with subcontractors' operation.

- (3) Employer's Liability coverage with limits of at least \$1,000,000 per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injuries and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, and supervisors shall be named as additional insured. Contractor shall furnish District with the Certificate of Insurance evidencing compliance with this requirement. No Certificate shall be acceptable to the District unless the Certificate provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective until the District has been provided with prior written notice at least thirty (30) days in advance of the effective date of the termination or change. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance; in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Section 8. Indemnification.

A. Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any other statute.

Section 9. Liens and Claims. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform the Work and services under this Agreement. Contractor shall keep District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not satisfy or pay such claim or lien within three (3) business days after the filing of notice thereof., the District. In addition to any and all other remedies available under this Agreement and applicable law, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

Section 10. Default and Protection Against Third Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and specific performance. District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

Section 11. Custom and Usage. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from doing so; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements in this Agreement, or as having in any way modified or waived the same.

Section 12. Successors. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Agreement, except as expressly limited herein.

Section 13. Permits and Licenses. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contract to perform under this Agreement shall be obtained and paid for by Contractor.

Section 14. Assignment. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

Section 15. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all 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 Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has 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 Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

Section 16. Familiarity with Laws. Contractor shall be required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Work being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

Section 17. Conflicts. In the event of a specific conflict with respect to any provision of this Agreement and the exhibits thereto, preference, from top to bottom, shall be given, as follows:

- A. Agreement; followed by;
- B. Exhibit A - Maintenance Areas; followed by;
- C. Exhibit B - Proposal.

Section 18. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 19. Attorney's Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, and appellate proceedings.

Section 20. Extent of Agreement. This Agreement represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 21. Amendments. Amendments to and waivers of provisions contained in this Agreement may only be made by an instrument in writing which is executed by both Contractor and District.

Section 22. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the Contractor and the District, both the Contractor and the District have complied with all applicable requirements of law, and both the Contractor and the District have full power and authority to comply with the terms and provisions of this instrument.

Section 23. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

DISTRICT: Avenir Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

CONTRACTOR: Superior Waterway Services, Inc.
6701 Garden Road, Suite 1
Riviera Beach, Florida 33404
Attention: 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.

Section 24. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor and not right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement express or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

Section 25. Governing Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, controlled, and governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

Section 26. Public Records. Contractor understands and agrees that any and all documents of any kind provided to the District in connection with this Agreement may be subject to copying and disclosure as public records and may be treated as such in accordance with Florida law.

A. Contractor 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 Contractor 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 Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor

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

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR 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**

Section 27. E-Verify. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor 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 Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor 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 Contractor 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 Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor 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 subcontractor of the Contractor 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 Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor 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 Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

Section 28. 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.

Section 29. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the event of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against either party.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

Section 31. 2020 Agreement. Upon the Effective Date of this Agreement, the Agreement supersedes, amends, restates and replaces in its entirety the 2020 Agreement, which 2020 Agreement shall thereafter no longer be of any force and effect relating to work or services provided by Contractor after the Effective Date, excepting the insurance, indemnification, and damage provisions contained therein.

[the remainder of this page intentionally left blank]

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

Attest:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print name: _____

Print name: _____

Title: Secretary/Assistant Secretary

Title: Chairperson
Board of Supervisors

Date: _____, 2023

**SUPERIOR WATERWAY SERVICES,
INC., a Florida corporation**

By: _____

Print Name

Print: _____

Title: _____

_____ day of _____, 2023

Print Name

(CORPORATE SEAL)

EXHIBIT A

MAINTENANCE AREAS

Seventeen (17) lakes constituting approximately 112.0 surface acres and approximately 5.97 acres of littoral areas located within the boundaries of the Avenir Community Development District, Palm Beach Gardens, Florida

REVSIED
August 31, 2023

Avenir Community Development District

RE: Lake Management Agreement

Attention: Jason Pierman, District Manager.

Dear Mr. Pierman

Lakes in South Florida, whether they are man-made or natural, have a life cycle. They start balanced, fresh and clear with natural clean up mechanisms in place. As they age, increased nutrient levels can put the waterway system out of balance, often overwhelming its natural ability to dissipate problems. This often causes weed and excessive algae growth.

Waterway management programs are designed to slow down the aging process and to help prolong the peak period of desirable water quality, clarity and nutrient balance.

Every lake is a unique ecosystem. There is no magical cure for lake problems. This is why it is essential to understand the causes of problems, as well as the effects. By increasing your understanding you'll be able to develop a balanced management program for your lake.

At your request, we surveyed the waterway system at Avenir, located in Palm Beach Gardens, Florida.

1. The property has seventeen (17) lakes totaling 112.0 surface acres and are in need of environmental resource management
2. Storm water runoff enters the waterway along sodded, sloped banks and underground culverts.
3. The lakes are in good condition and are easily assessable for maintenance.

To summarize the aquatic conditions found on our survey:

- a. Shoreline growth includes Torpedo grass, Cattails and filamentous algae.
- b. Submerged weed growth was minimal at the time of survey.
- c. Shoreline grass growth was in good shape and water levels were high.
- d. Aquatic growth in the water can impede flow at drainage culverts.

- e. Weed growth around irrigation (and fountain) piping exposes expensive pumping equipment to possible damage and unnecessary maintenance expenses due to aquatic weed and algae intake.
- f. Water clarity was poor due to heavy rains throughout the system.
- g. Our field observations indicate fish and wildlife dynamics are in order.

Other observations noted during the survey, which are important to a successful waterway management program are:

1. The presence of beneficial shoreline plants are visible at this time but some areas could be aesthetically enhanced by the addition of aquatic plantings. Desirable wetland plant species are important components of a balanced aquatic ecosystem. They provide sanctuary and nesting areas for waterfowl and wildlife, stabilize shorelines, improve water quality and induce greater clarity through filtration. Our firm performs wetland planting services and is licensed to transport and plant native wetland flora.
2. The waterway system provides the source of irrigation for lawn maintenance.
3. Storm water runoff and fertilization from surrounding turf areas artificially create higher nutrient levels than normal in aquatic systems. This stimulates aquatic plant growth.
4. **Fountain-type aerators with decorative spray-patterns help to beautify the highly visible waterway while assisting nature with many biological benefits. Our company installs, services and maintains all makes and models of fountains and aerators systems from many manufactures.**

It should be noted that the most significant factors that impact lake conditions are oxygen levels in the water, the amount of nutrients contained in the water and water temperature.

- A. OXYGEN supports the food chain and provides for a natural way to consume organic matter and undesirable bacteria.

Organic NUTRIENTS are compounds essential to the life of a plant. In water management, these are substances that contain phosphorous and nitrogen (materials found in fertilizers). As nutrient levels rise in lake water, so does algae, and aquatic weed growth, often causing severe problems.

TEMPERATURE differentials in surface and the bottom water of a lake are called thermal stratification. Variations in water temperature cause differences in density. Warm and cold layers do not mix. Warmer surface water induces algae growth. Lake “turnover” which brings oxygen deficient water to the surface is a prime cause of natural fish kills.

We recommend that this integrated program of waterway management be initiated:

- a. Control and maintenance of the algae. Fertile nutrient run-off entering the water from sodded banks and storm drainage areas will continually stimulate algae growth. Algae blooms often cause odor problems and tend to accumulate along shoreline regions.
- b. Control and maintenance of existing excessive aquatic weeds growing in the waterways.
- c. Scheduled inspections, with treatment as necessary, for the prevention of the development of new undesirable aquatic weed species through introduction by drainage transfer, or other natural processes.
- d. Control and maintenance of the shoreline grasses growing in the water to the water's edge. Some neatly maintained native plants may be left for aesthetic value and wildlife benefit, if they develop.
- e. If desired, beneficial native wetland plants may be added to aesthetically and biologically enhance the aquatic ecosystem.
- f. Additional stocking of the waters with the desirable fish species, bass and bream. SUPERIOR WATERWAY SERVICES provides this optional service.
- g. Research for the stocking of the triploid grass carp and introduction of the gambusia (mosquito fish), to assist in biological weed and mosquito control, will be conducted.
- h. Establishment of a monthly water testing program, especially since waterways may be used for fishing and irrigation.
- i. Establishment of a professional reporting system for property management administration. A sample copy of our comprehensive, monthly report is attached for your review.

Page 4

Enclosed is a contract covering the lake management services you will require. Monthly payments as indicated include visits every thirty (30) days with treatment as necessary, management post treatment reports, monthly water testing, and fish stocking of bass and bream, if this option is desired. Kindly sign the original copy of the contract and return it to us so that we may schedule your program.

Our price is predicated on the initiation of lake maintenance before noxious growth develops further. Please note that although we will treat border grasses and brush, certain plants, such as brush, grasses and cattail, leave visible structure, which may take time to decompose.

The installation of an optional fountain/aerator should also be considered.

Aesthetic enhancement and biological benefits that may be expected from your fountain/aerator are:

- Increased circulation and destratification.
- Reduced water stagnation.
- Increased life-sustaining oxygen for fish populations.
- Increased oxygen for the improvement of bottom-water quality.
- Increased oxygen for rapid decomposition of organic sediment.
- Increased oxygen to help control undesirable bacteria.
- Creative water display for the evening, with standard lighting patterns.
- A "healthier" aquatic environment.

The units come in all shapes, sizes and pump capacities. An agreement for this special equipment will be prepared upon request.

Properly managed waterways will maintain water quality and adequate water clarity, while providing an environmental and recreational asset to the property owners at the least cost of maintenance.

We look forward to the opportunity of serving the Avenir Community Development District.

Respectfully yours,

Louis Palermo

Louis Palermo
Executive V.P. Sales and Operations
Superior Waterway Services, Inc.

AQUATIC MANAGEMENT AGREEMENT

This agreement, REVISED, August 31, 2023, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER; To continue services

Avenir Community Development District
11877 Northlake Blvd.
West Palm Beach, FL. 33412
Attention: Jason Pierman, District Manager.

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic site: Seventeen (17) lakes @ 112.0 surface acres located at West Palm Beach, Florida.
2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined) SWS will treat all lakes at a rate of \$25.00/ acre. This price/ acre does not include the use of Fluridone to treat submersed vegetation such as Hydrilla and Tape Grass. This chemical will be used as “an as needed” treatment. This will allow SWS to provide Avenir, with competitive price/ acre proposal. See below for Fluoridone pricing.

Algae and Aquatic Plant Control, Submersed and Floating vegetation	\$2,307.20/M
Littoral Maintenance based on quarterly visits	\$3,000.00/M
Border Grass and Brush Control to Water's Edge	Included
Monthly Water Testing	Included
Midge & Mosquito Larva treatment (optional) @ \$115.00/ acre	\$12,880.00/ T
Fish & Wildlife Monitoring-	Included
Biological Control Agent Permit Application-- Tripliod Grass Carp, Mosquito Fish	Included*
Management Reporting	Included

One (1) visit per month by boat or ATV for lake management with treatment as necessary with additional visits, if necessary, at no additional cost.

Page 2

A Fluoridone treatment to combat submerged vegetation, such as Hydrilla and Tape Grass, is not included in the monthly fee but will be estimated only when necessary. A Fluoridone program for all 112.0 acres of water will be based on an “**as needed basis**” and should be budgeted for yearly. SWS will monitor and discuss options with Avenir for the total amount and cost for the Fluoridone when that time comes to treat. When applied, our rates will be based on calculations described

in labeled rates. Example; Hydrilla can be managed @ 10PPB and based on an average depth of, approximately 10'feet, our calculations would add up to an amount of 1,451.52 oz. for all 112.0 acres, @ \$17.19/ oz. that equates to a total cost of **\$25,520.00**

This treatment would be split up into two (2) applications. Testing, after the first application, will take place to determine what amount is required for a second application, if any is needed; to ensure enough products is in the water to combat the vegetation targeted. This treatment program is for an **Only When Necessary!!!**

AQUATIC MANAGEMENT AGREEMENT

2. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal monthly installments. A 1.5% late fee shall apply to any balance past due more than 30 days.
3. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
4. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.
5. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Road, Suite 1 Riviera Beach, FL 33404. CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract. SWS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. There will be no less than 30 days written notice if any increase is to be imposed for any reason whatsoever.
6. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.
7. FISH STOCKING: Annual Spring Fish Stocking optional
 - A. Additional work as requested by CUSTOMER such as trash clean up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work requested by CUSTOMER will be invoiced separately at our current hourly equipment and labor rates.
 - B. Care for aquatic sanctuary areas and littoral shelves planted with sensitive aquatic flora is included herein only if referenced. All littoral zone areas are to be maintained at a level to be in compliance with the appropriate rules and codes set forth by the Palm Beach County Department of Environmental Resource Management and any other governing agencies which may have any jurisdiction. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.

AQUATIC MANAGEMENT AGREEMENT

Definitions of services referred to in Paragraph 1 are as follows:

Algae and Aquatic Plant Control – The treatment as necessary of all aquatic weed species located in the waterways maintained by the community association to control algae, submersed and floating vegetation. Treatments are to be made with E.P.A. registered aquatic herbicides.

Border Grass And Brush Control To Water’s Edge – The treatment of all undesirable emergent vegetation around the lake edge up to the turf line. This service does not include the treatment of littoral zone areas.

Monthly Water Testing – Water testing as needed for the success of the lake management program. Parameters include Dissolved Oxygen, Ph, Clarity and Water Temperature.

Fish & Wildlife Monitoring – Surveys performed at time of treatments which explain fish and wildlife species observed while onsite.

Biological Control Agent Permit Application For Triploid Grass Carp And Mosquito Fish – Assistance in the permitting process from the Florida Fish & Wildlife Conservation Commission for the importation of restricted fish species.

Management Reporting – A comprehensive report filled out each visit for the specific activity performed on the property, and provided to Customer.

- 10. SWS will provide CUSTOMER with certificates of insurance upon request. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.
- 11. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.
- 12. This agreement is not assignable to any third party for any reason, without the prior written consent of the CUSTOMER.

Louis Palermo

AUGUST 31, 2023

SUPERIOR WATERWAY SERVICES SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

RESOLUTION NO. 2023-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADJUSTING THE TERMS OF OFFICE OF THE MEMBERS OF THE BOARD OF SUPERVISORS IN ACCORDANCE WITH SECTION 190.006(3)(a)2c, FLORIDA STATUTES

WHEREAS, Section 190.006(3)(a)2c, Florida Statutes, requires that all elections of qualified electors of a community development district be held at a general election in November and authorizes the district’s board of supervisors to adopt a resolution extending or reducing the terms of board members in order to implement this requirement; and

WHEREAS, the Avenir Community Development District (the “District”) was established in 2017, an odd-numbered year; and

WHEREAS, in order to comply with Section 190.006(3)(a)2c, Florida Statutes, it is necessary that the terms of Board members be extended or reduced so that their terms expire in even-numbered years;

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

Section 1. Pursuant to Section 190.006(3)(a)2c, Florida Statutes, the District Board of Supervisors (the “Board”) hereby adjusts the terms of the members of the Board as follows:

(a) The terms of office of Board members who occupy Board Seats No. 1 and 2, which are currently scheduled to expire in 2025, are hereby extended so that their terms of office will expire in November, 2026.

(b) The terms of office of Board members who occupy Board Seats No. 3 and 4, which are currently scheduled to expire in 2023, are hereby extended so that their terms of office will expire in November, 2024.

(c) The term of office of the Board member who will occupy Board Seat No. 5 commencing with the landowner’s election in November, 2024, which term of office would have otherwise expired in 2023, is hereby extended so that his/her term of office will expire in November, 2024.

Section 2. The District Manager is hereby directed to furnish a copy of this Resolution to the Supervisor of Elections of Palm Beach County, Florida, and to take all actions necessary and proper to implement the provisions of this Resolution.

Section 4. This Resolution No. 2023-14 shall become effective immediately upon its adoption.

PASSED, ADOPTED AND EFFECTIVE this 28th, day of September, 2023.

Attest:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson



June 9, 2023
Revised on July 14, 2023

Virginia Cepero
AVENIR COMMUNITY DEVELOPMENT DISTRICT
550 Biltmore Way, Suite 1110
Miami, FL 33134
Phone: (305) 447-7494
Fax: (561) 828-0440

Supplemental Agreement 14

Re: **NORTH LAKE BLVD**
Phase I from west of Coconut Blvd to east of Coconut Blvd, total length 1.07 miles
Phase II from the entrance to Avenir to west of SR 7, total length 1.57 miles

Post Design Services / CEI

Palm Beach County, Florida

Dear Ms. Cepero:

The purpose of this Supplemental Agreement is to provide **post design services** related to the construction of the proposed improvements for the referenced project. The original contract under different supplemental agreement had limited services for the post design. However, all funds were used due to unexpected issues during construction, numerous field meetings, RFI'S, recalculating quantities, helped the contractor to calculate profiles elevations/cross sections for about 2000' of phase II, coordination with the county, office support, using some of the CEI funds for redesigning the intersection of Coconut Blvd and Northlake including signal mast arms. Also, HSQ Group, LLC will prepare the plans, specifications and rebid phase I. The following services will be provided **based on 18 months for phase I and II** period starting July 1, 2023 due to early work start. Services are:

- 1- Hold/attend meetings with the contractor.
- 2- Answer RFI's
- 3- Prepare for and rebid Phase I / review and recommend award of bids.**
- 4- Daily field inspection.
- 5- Hold conference calls with owner, contractor and county.
- 6- Review and approve shop drawings i.e. asphalt mixes, concrete mixes, limerock, drainage items, conduits etc.
- 7- Review and approve monthly pay requests along with construction schedule and progress.
- 8- Prepare daily inspection Review.

- 9- Review and approve as built provided by the contractor.
- 10- Final walk thru and punch list.
- 11- Prepare and process final certification package with the County.
- 12- Monitor contractor's work and assure that the contractor is conducting inspection, preparing report, and monitoring stormwater pollution prevention measures associated with the project.
- 13- Analyze and help in solving any issues that may arise during construction
- 14- Review work zone traffic control plan implementation and inspection

All services as listed above total fee = \$395,000

Acceptance of Proposal:

By: **HSQ Group, Inc.**

By: **Avenir Community Development District**

Signed: *Nour Shehadeh*
 Name: Nour Shehadeh, PE
 Title: Vice President
 Date: 8/3/ 2023

Signed: _____
 Name: Virginia Cepero
 Title: _____
 Date: _____



LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Avenir Community Development District (hereinafter called the Customer), requests on this 14 day of **September, 2023**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Avenir Bypass Road, located in Palm Beach Gardens, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
LED, Mesa Fixture	150	14911	4000K	58	0
LED, Area Light Fixture, (Black Color)	127	17500	4000K	2	0

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
Black Tapered Concrete Pole 14'6"(10' MH)	1	0
Black Tapered Concrete Pole 21'(15.6" MH)	57	0
Black Tapered Concrete Pole 33'(24' MH)	2	0

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): Install 57 x 150Watt 4K Mesa LED fixtures on 21' (15.6" MH) Tapered concrete poles, 1 x 150Watt Mesa LED on 14.6' (10' MH) Tapered concrete pole, and 2 x 127 Watt 4K Area LED Black fixtures on 33'(24' MH) Tapered concrete poles, Customer installing required conduit and hand-holes.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$443.36. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Avenir Community Development District
Customer (Print or type name of Organization)

By: *Virginia Cepero*
Signature (Authorized Representative)

Virginia Cepero
(Print or type name)

Title: CHAIR.

FLORIDA POWER & LIGHT COMPANY
Digitally signed by Diego Febres
DN: cn=Diego Febres, o=FPL, ou=LED
Lighting Solutions,
email=diego.febres@fpl.com, c=US
Date: 2023.09.14 12:44:52 -04'00'

By: Diego Febres
(Signature)

Diego Febres
(Print or type name)

Title: FPL Sr. Representative, LED Lighting Solutions



Legend:

- New Street Light Pole-----
- New Hand-Hole -----
- New UG PVC & Cable -----
- New Streetlight -----
- New PMTX -----
- New 10ft Easement -----

FEEDER: ACREAGE (06761)

EASEMENT WILL BE REQUIRED

SALES REP: DEIGO FEBRES

- INACCESSIBLE
- 13 kV
- FUTURE 23 kV
- 23 kV
- SALT SPRAY



Product summary				
Symbol	Description	Watts	Temp color	Quantity
<input type="checkbox"/>	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
<input type="checkbox"/>	AREA 17,500L 4000K BLACK	150K	4000K	2
<input type="checkbox"/>	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
<input type="checkbox"/>	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
<input type="checkbox"/>	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2

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PAGE-9	PAGE-10	PAGE-11

AS-BUILT CREW PRINT		ALL REQUIRED GEOUND MARKS HAVE BEEN DRAWN & VERIFIED TO BE WITHIN PPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.		SIR OBTAINED COMPLETE AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHECKS SHOWN ON RISES		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		DETAILS _____ CRT. DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/State? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/State? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEST PALM BEACH, FL 33412	
City WMD		County Rd. RR Xing		County Air DR. Dist.		INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT - BYPASS RD NORTHLAKE BLVD COCONUT BLVD	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Designed by: NICHOLAS A HERNANDEZ Date: 09/14/23	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Rural Location Sec. ## TWP. ## S.R. ## E.		Drawn by: XXX Check by: Dwg No. 1 OF 11	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		SCALE: N.T.S		St. Lt MAP No. Pri Map No. MAP#	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by: WR #####		M/A ##	



INACCESSIBLE
 13 kV
 FUTURE 23 kV
 23 kV
 SALT SPRAY

CONSTRUCTION NOTES:

LOC 1 – 5: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

- EASEMENT WILL BE REQUIRED

-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

-CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V' ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

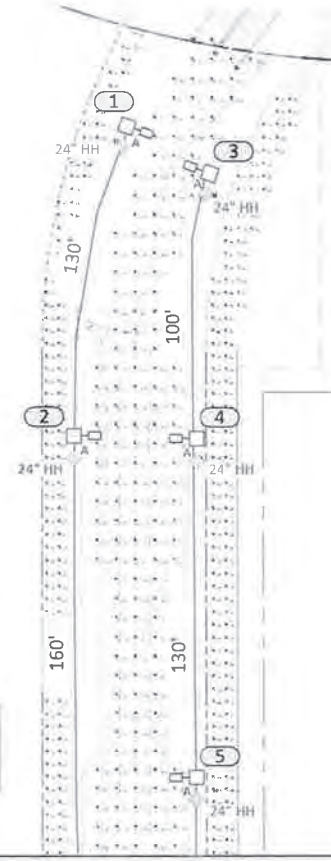
FPL LED REPRESENTATIVE: DIEGO FEBRES



**COOPER MESA 150W
4000K 14,911L**

**BLACK TAPERED CONCRETE
21' (15' 6" MH).**

SL HH



PAGE 5

Product summary				
Symbol	Description	Watts	Temp color	Quantity
<input type="checkbox"/>	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
<input type="checkbox"/>	AREA 17,500L 4000K BLACK	150K	4000K	2
<input type="checkbox"/> A	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
<input type="checkbox"/> B	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
<input type="checkbox"/> C	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2

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AS-BUILT CREW PRINT		ALL REQUIRED GEORING BEARS HAVE BEEN DENVER & VIEWED TO BE WITHIN 90' STAIRCASE, VALVE AND SIGNAGE AT ALL LOCATIONS.		JOB CENTER COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RED		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		ATTN: _____ DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/State? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMD? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/State? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEST PALM BEACH, FL 33412	
City: WMD		County Rd: RR Xing		County Air: DR. Dist.		State Road: Transm.	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVI Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Designed by: NICHOLAS A HERNANDEZ Date: 09/14/23	
POLE LINE FEET 0'		DUCT BANK FT. 0'		POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'	
TLM/LDS MODEL No. _____		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by: _____		SCALE: N.T.S. St. Lt MAP No. _____ Pri Map No. _____ MAP# _____	
				WR #####		M/A ###	



INACCESSIBLE
 13 kV
 FUTURE 23 kV
 23 kV
 SALT SPRAY

CONSTRUCTION NOTES:

LOC 6 – 9: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

LOC A: INSTALL 24" SL HH

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

- EASEMENT WILL BE REQUIRED

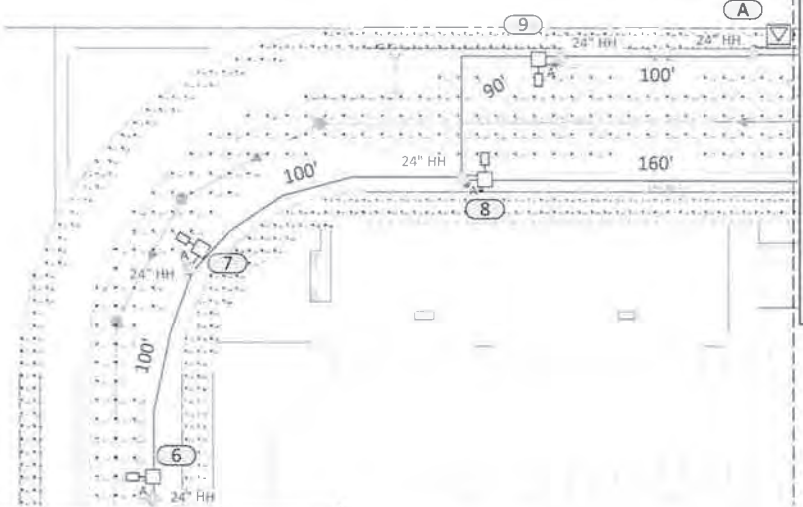
-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

-CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V' ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES

PHASE 2
HOTEL
AS IS STUDY



Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2

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AS-BUILT CREW PRINT		ALL REQUIRED 4 BOUND ROSS HAVE BEEN DRIVEN & VIEWED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.		SIA LEAFLET COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. ANY OTHER CHANGES SHOWN ARE NOT.		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		DETAILS _____ (SEE BACK)	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/State? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mt? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEST PALM BEACH, FL 33412	
PROJECT City: WMD		County Rd.: RR King		County Air: DR. Dist.		State Road: Transm.	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Toll: Attachment Fee _____	
POLE LINE FEET: 0'		DUCT BANK FT.: 0'		Trenching Co. Job No. _____		Designed by: NICHOLAS A HERNANDEZ Date: 09/14/23	
POLE LINE FT. ON TRANSM. POLES: 0'		TRENCH FT.: 0'		Rural Location Sec. ## TWP. ## S.R. ## E.		Drawn by: XXX Check by: _____ Dwg No. 3 OF 11	
TLM/LDS MODEL No. _____		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: _____		SCALE: N.T.S		St. Lt MAP No. _____ Pri Map No. _____ MAP# _____	
				WR #####		M/A ##	



CONSTRUCTION NOTES:

LOC 10 – 20: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

LOC B: INSTALL 24" SL HH

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

- EASEMENT WILL BE REQUIRED

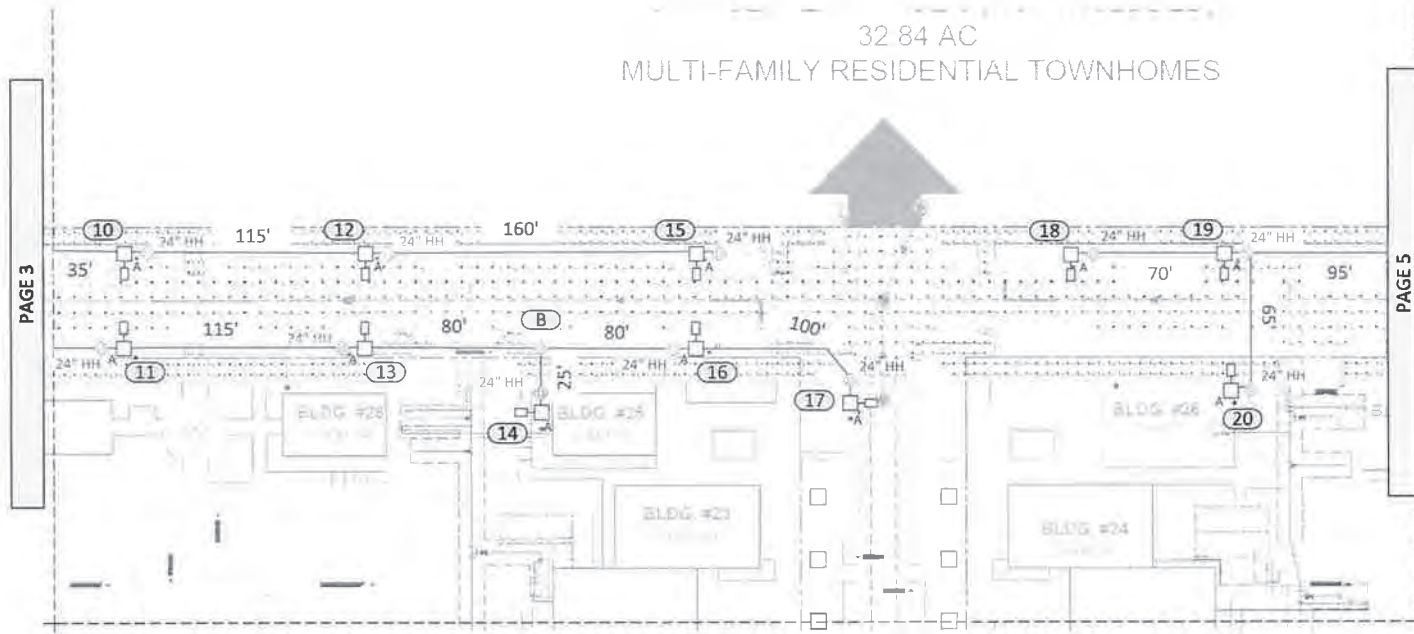
-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

-CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V' ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES

- INACCESSIBLE
- 13 kV
- FUTURE 23 kV
- 23 kV
- SALT SPRAY



Product summary				
Symbol	Description	Watts	Temp color	Quantity
<input type="checkbox"/>	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
<input type="checkbox"/>	AREA 17,500L 4000K BLACK	150K	4000K	2
<input type="checkbox"/> A	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
<input type="checkbox"/> B	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
<input type="checkbox"/> C	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2

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	PAGE-8	PAGE-9
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AS-BUILT CREW PRINT		ALL REQUIRED SURVEY WORK HAS BEEN REVIEWED & VERIFIED TO BE WITHIN 5% START/END VALUES AS SHOWN AT ALL LOCATIONS.		NO CEMENT/POLE COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RCP		AS-BUILT COPY	
FORMER'S SIGNATURE	DATE	FORMER'S SIGNATURE	DATE	SUPERVISOR'S SIGNATURE	DATE	DETAILS	DATE
Easement? Yes <input type="checkbox"/>	Survey/State? Yes <input type="checkbox"/>	Work with SMD? Yes <input type="checkbox"/>	<input checked="" type="checkbox"/>	FPL		WEST PALM BEACH, FL 33412	
Tree Work? Yes <input type="checkbox"/>	Designer/State? Yes <input type="checkbox"/>	CT/Special Mtr? Yes <input type="checkbox"/>	<input checked="" type="checkbox"/>			INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT – BYPASS RD NORTHLAKE BLVD COCONUT BLVD	
City	County Rd.	County Air	State Road	FAA	Designed by: NICHOLAS A HERNANDEZ Date: 09/14/23		
WMD	RR Xing	DR. Dist.	Transm.		Drawn by: XXX Check by: Dwg No. 4 OF 11		
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Telephone Co. Job No.		Rural Location Sec. ## TWP. ## S.R. ## E.		
POLE LINE FEET	0'	DUCT BANK FT.	0'	SCALE: N.T.S			
POLE LINE FT. ON TRANS. POLES	0'	TRENCH FT.	0'	St. Lt MAP No.		Pri Map No. MAP#	
TLM/LDS MODEL No.	-	Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Posted by:	WR #####		M/A ###	



CONSTRUCTION NOTES:

LOC 21 – 32: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

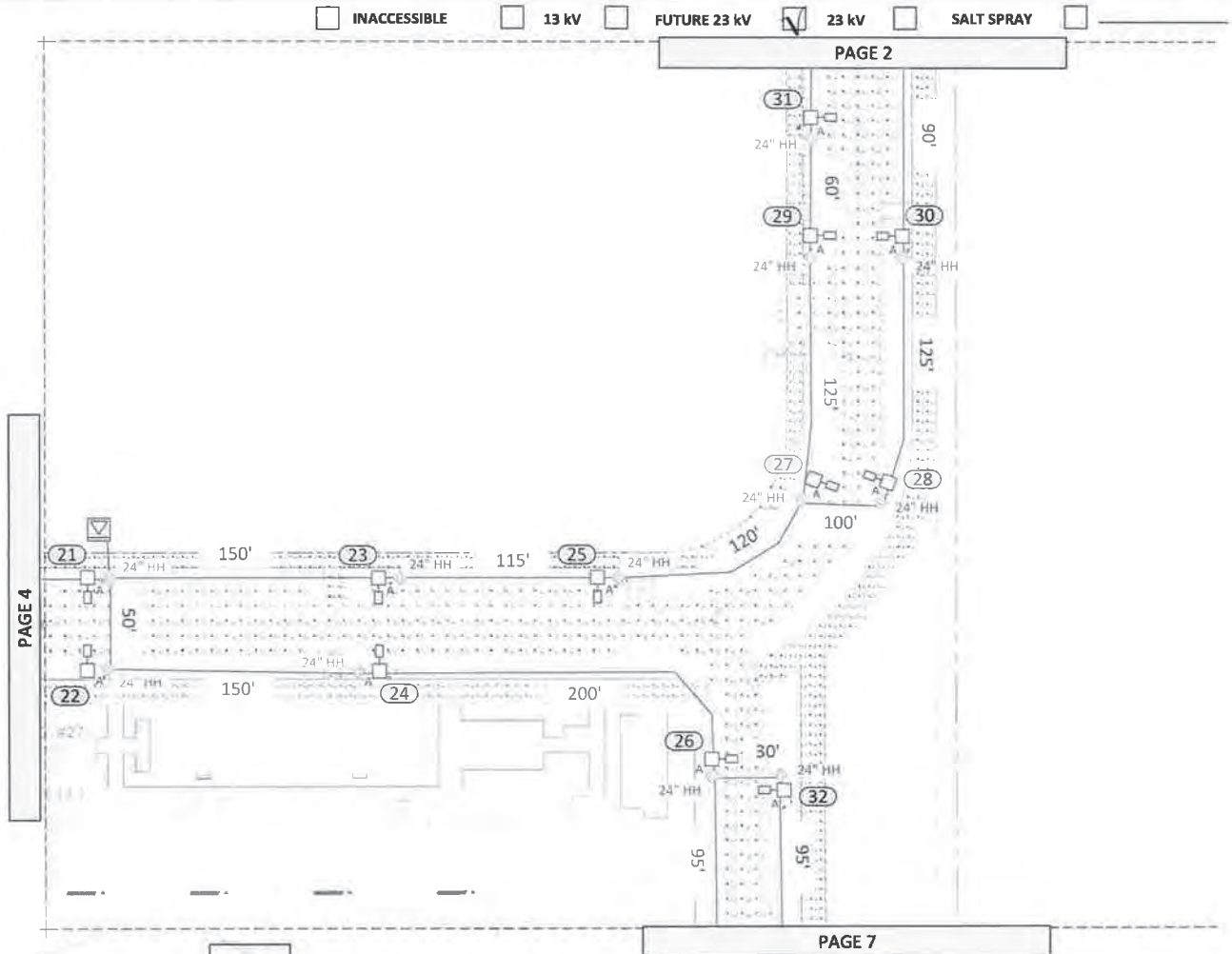
- EASEMENT WILL BE REQUIRED

-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

-CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES



Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2

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AS-BUILT CREW PRINT		ALL DIMENSIONS SHOWN NEED HAVE BEEN VERIFIED & CHECKED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS		JOB CERTIFIED COMPUTED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON THIS		AS-BUILT COPY		
FORWARDER'S SIGNATURE: _____ DATE: _____		FORWARDER'S SIGNATURE: _____ DATE: _____		SUPERVISOR'S SIGNATURE: _____ DATE: _____		PW/MS OFF. DATE		
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Work with SMD? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	FPL					
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CT/Special Mt? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	WEST PALM BEACH, FL 33412					
PERMIT: City WMD County Rd. RR Xing County Air DR. Dist. State Road Transm. FAA Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			Title: Attachment Fee Telephone Co. Job No.				INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT – BYPASS RD NORTHLAKE BLVD COCONUT BLVD	
POLE LINE FEET 0'	DUCT BANK FT. 0'	POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'	Designed by: NICHOLAS A HERNANDEZ	Date: 09/14/23	Drawn by: xxx	Check by: Dwg No. 5 OF 11	
TLM/LDS MODEL No. -	Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Posted by: _____	SCALE: N.T.S.	St. Lt. MAP No. _____	Pri Map No. _____	MAP# _____	WR #####	



CONSTRUCTION NOTES:

LOC 33 – 36: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

LOC A: INSTALL 24" SL HH

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

- EASEMENT WILL BE REQUIRED

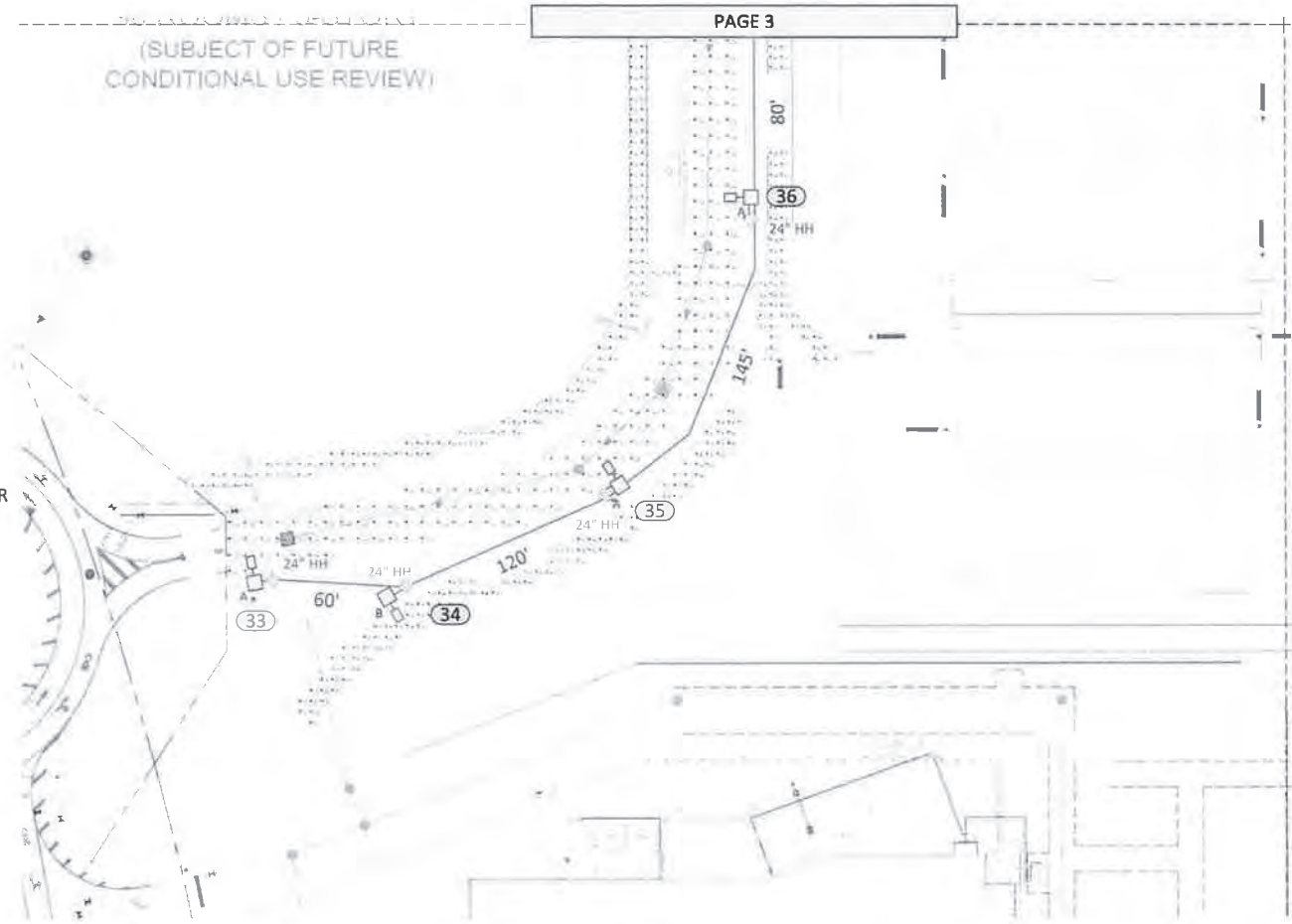
-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

-CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES

INACCESSIBLE 13 kV FUTURE 23 kV 23 kV SALT SPRAY



Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2

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AS-BUILT CREW PRINT		ALL REQUIRED E-BOARD BOSS HAVE BEEN DRIVEN & VISIBLE TO AS WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		FOR EXISTING COMPUTER AS SHOWN ON THIS AS-BUILT PRINT, MATERIAL CHANGES SHOWN ON BOSS		AS-BUILT COPY	
FOREMAN'S SIGNATURE	DATE	FOREMAN'S SIGNATURE	DATE	SUPERVISOR'S SIGNATURE	DATE	INITIALS	CURT. DATE
Easement? Yes <input type="checkbox"/>	Survey/Stake? Yes <input checked="" type="checkbox"/>	Work with SMO? Yes <input type="checkbox"/>	FPL				
Tree Work? Yes <input type="checkbox"/>	Designer/Stake? Yes <input checked="" type="checkbox"/>	CT/Special Mtr? Yes <input type="checkbox"/>	WEST PALM BEACH, FL 33412				
City: WMD		County Rd.: RR Xing	County Air: DR. Dist.	State Road: Transm.	INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT – BYPASS RD NORTHLAKE BLVD COCONUT BLVD		
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Request CAVI Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Tele. Attachment Per: Telephone Co. Sub No.		Designed by: NICHOLAS A HERNANDEZ	Date: 09/14/23	
POLE LINE FEET: 0'	DUCT BANK FT.: 0'	POLE LINE FT. ON TRANSM. POLES: 0'	TRENCH FT.: 0'	SCALE: N.T.S.	St. Lt. MAP No.	Pri Map No.	MAP#
TUM/LDS MODEL No.:	Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Posted by:	WR #####	M/A ###			



CONSTRUCTION NOTES:

LOC 37 – 41: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

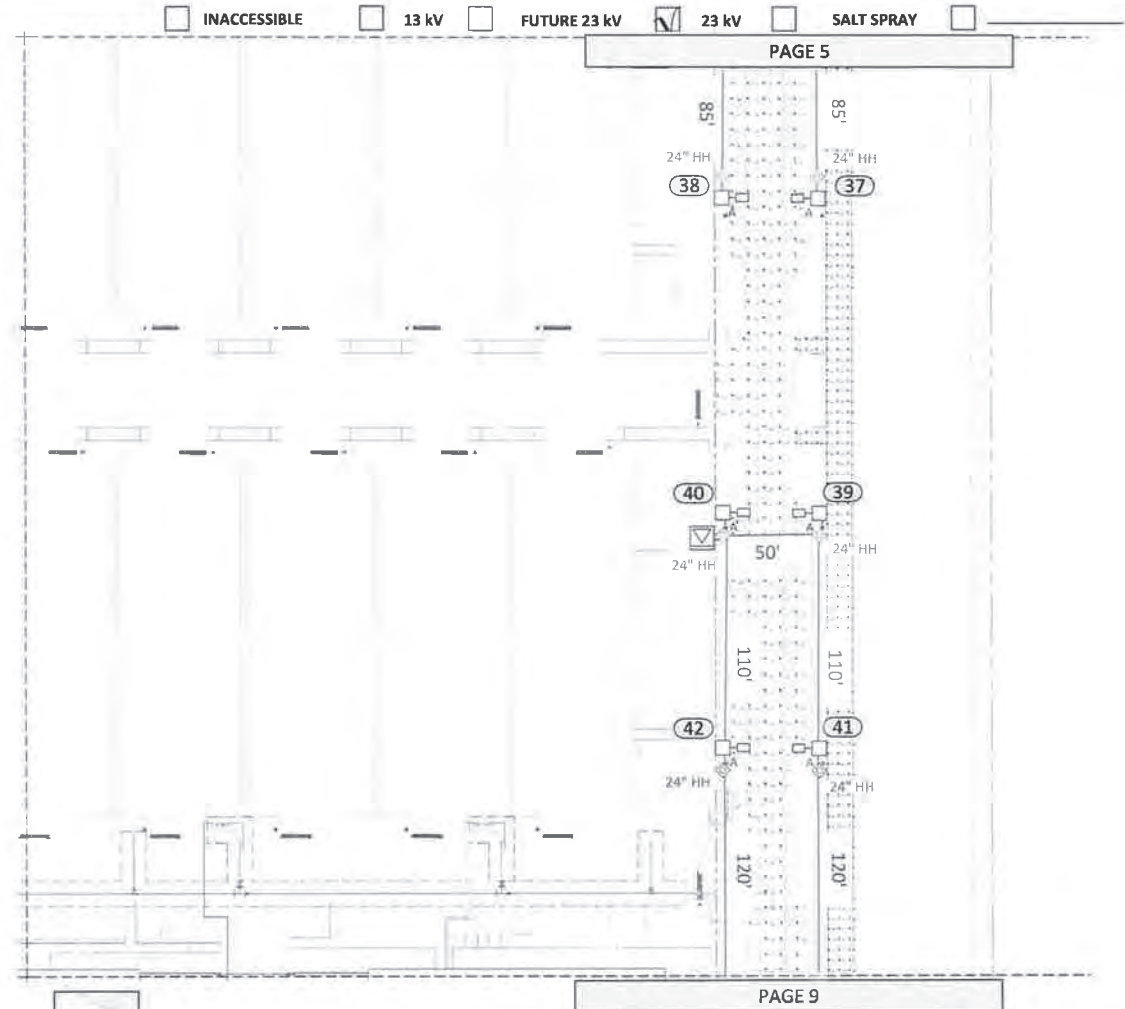
- EASEMENT WILL BE REQUIRED

-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

-CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V' ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES



Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2

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	PAGE-8	PAGE-9
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AS-BUILT CREW PRINT		ALL REQUIRED GROUND BIDS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.		JOB COUNTER COMPRISES AS SHOWN ON THE AS-BUILT PRINT. MATERIAL CHANGES SHOWN IN RED.		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMD? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEST PALM BEACH, FL 33412	
City: WMD		County Rd. RR Xing		County Air DR Dist.		INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT – BYPASS RD NORTHLAKE BLVD COCONUT BLVD	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Designed by: NICHOLAS A HERNANDEZ Date: 09/14/23	
POLE LINE FEET 0'		DUCT BANK FT. 0'		Telephone Co. Job No. _____		Drawn by: xxx Check by: _____ Dwg No. 7 OF 11	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		Rural Location Sec. ## TWP. ## S.R. ## E.		SCALE: N.T.S. St. Lt MAP No. _____ Pri Map No. _____ MAP# _____	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: _____		WR #####		M/A ###	



INACCESSIBLE
 13 kV
 FUTURE 23 kV
 23 kV
 SALT SPRAY

CONSTRUCTION NOTES:

LOC 43 – 47: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

LOC A: INSTALL 24" SL HH

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

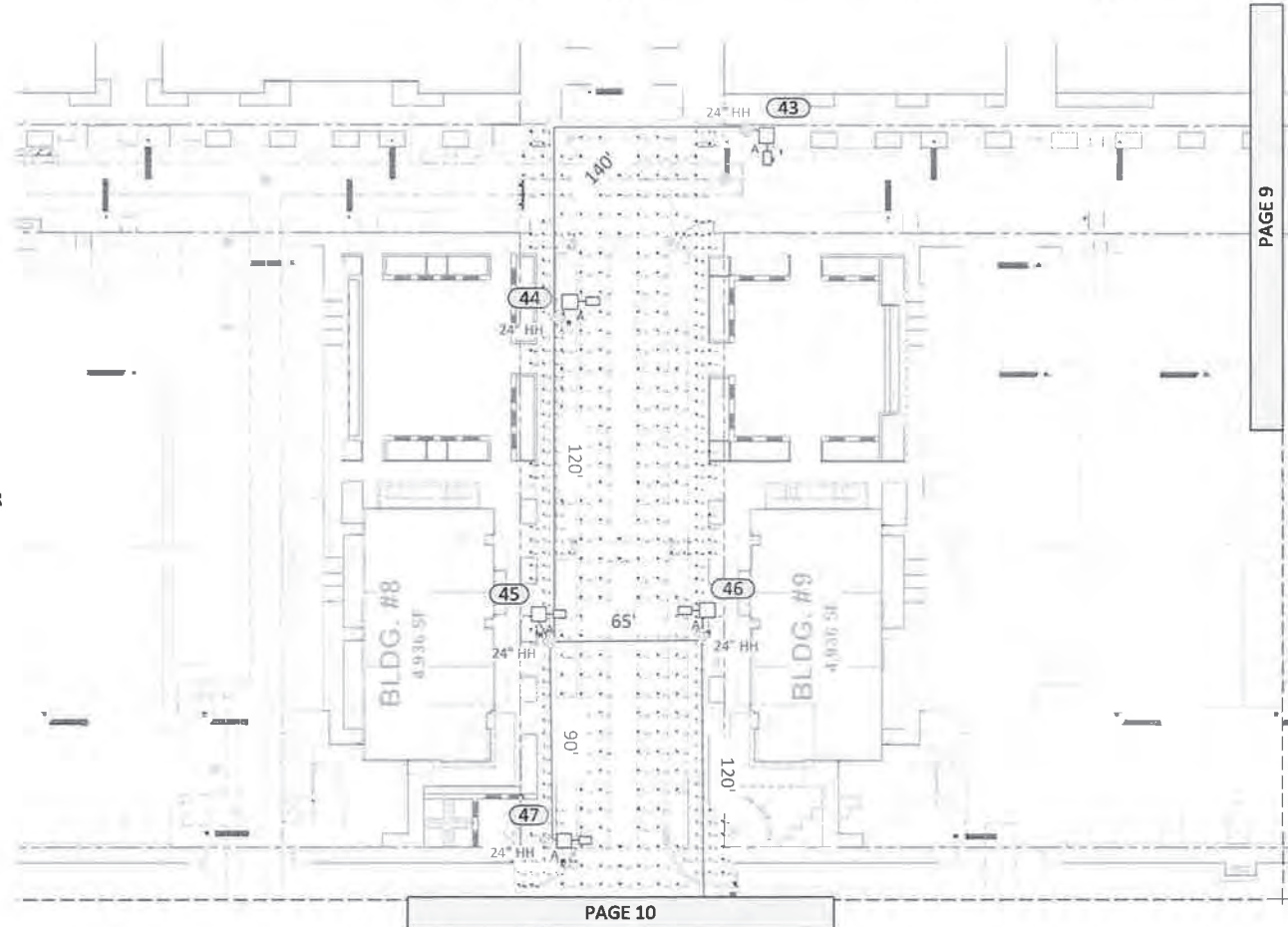
- EASEMENT WILL BE REQUIRED

-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

-CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V' ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES



Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2

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PAGE-3	PAGE-4	PAGE-5
PAGE-6		PAGE-7
	PAGE-8	PAGE-9
PAGE-10	PAGE-11	

AS-BUILT CREW PRINT				ALL RIGHTS RESERVED. THESE PLANS ARE THE PROPERTY OF FPL. ANY REUSE OR REPRODUCTION WITHOUT THE WRITTEN PERMISSION OF FPL IS STRICTLY PROHIBITED. VALUES ARE SHOWN AT ALL LOCATIONS.				NOT CERTIFIED. COMPUTER GENERATED. AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ADS.				AS-BUILT COPY	
FOREMAN'S SIGNATURE		DATE		FOREMAN'S SIGNATURE		DATE		SUPERVISOR'S SIGNATURE		DATE		INITIALS	CREV. DATE
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mt? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		WEST PALM BEACH, FL 33412			
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Telephone Co Job No.						INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT – BYPASS RD NORTHLAKE BLVD COCONUT BLVD			
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				Designed by: NICHOLAS A HERNANDEZ		Date: 09/14/23		Dwg No. 8 OF 11	
POLE LINE FEET 0'		DUCT BANK FT. 0'		TRENCH FT. 0'				Rural Location Sec. ## TWP. ## S.R. ## E.		SCALE: N.T.S.		Pri Map No. MAP#	
TLM/LDS MODEL No.		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:				WR #####		M/A		##	



CONSTRUCTION NOTES:

LOC 48 – 54: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

- EASEMENT WILL BE REQUIRED

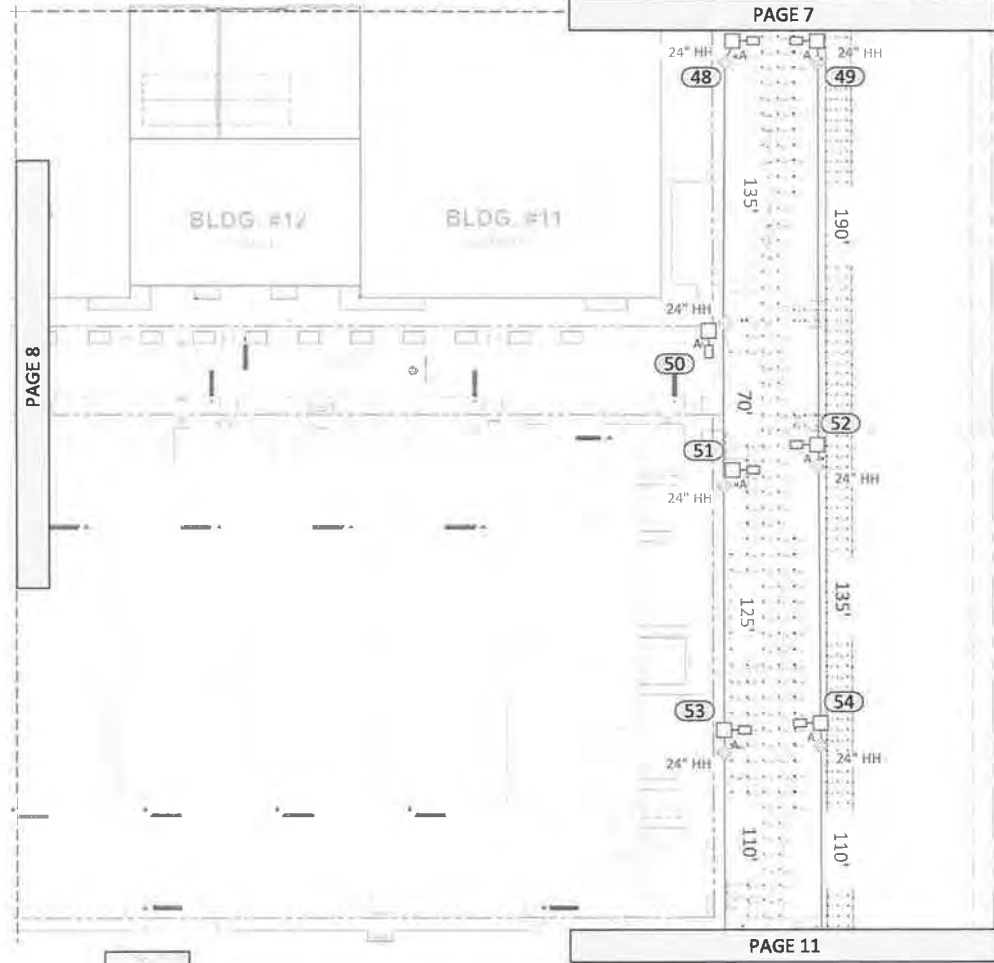
- **CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES**

- 'CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V' ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

- CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES

INACCESSIBLE 13 kV FUTURE 23 kV 23 kV SALT SPRAY



Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2

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PAGE-3	PAGE-4	PAGE-5
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	PAGE-8	PAGE-9
PAGE-10		PAGE-11

AS-BUILT CREW PRINT				ALL REQUIRED BOARD BOOKS HAVE BEEN OPEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON BOSS				AS-BUILT COPY			
FORWARDER'S SIGNATURE		DATE		FORWARDER'S SIGNATURE		DATE		SUPERVISOR'S SIGNATURE		DATE		INITIALS		JOB DATE	
Easement? Yes <input type="checkbox"/>		Survey/State? Yes <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/>		FPL		WEST PALM BEACH, FL 33412					
Tree Work? Yes <input type="checkbox"/>		Designer/State? Yes <input checked="" type="checkbox"/>		FPL		INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT – BYPASS RD NORTHLAKE BLVD COCONUT BLVD									
Project City: WMD		County Rd: RR Xing		County Air: DR Dist		State Road: Transm.		FAA:		Designed by: NICHOLAS A HERNANDEZ		Date: 09/14/23			
Requested Tel. Co. Set Poles? YES <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/>		Telephone Co. Job No:		Drawn by: xxx		Check by:		Dwg No. 9 OF 11			
POLE LINE FEET: 0'		DUCT BANK FT.: 0'		POLE LINE FT. ON TRANSM. POLES: 0'		TRENCH FT.: 0'		Rural Location Sec. ##		TWP. ##		S,R. ##		E. ##	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/>		NO <input type="checkbox"/>		Posted by:		SCALE: N.T.S		St. Lt. MAP No.		Pri Map No.		MAP#	
								WR #####						M/A ###	



CONSTRUCTION NOTES:

LOC 55 – 56: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

LOC C: INSTALL 24" SL HH

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

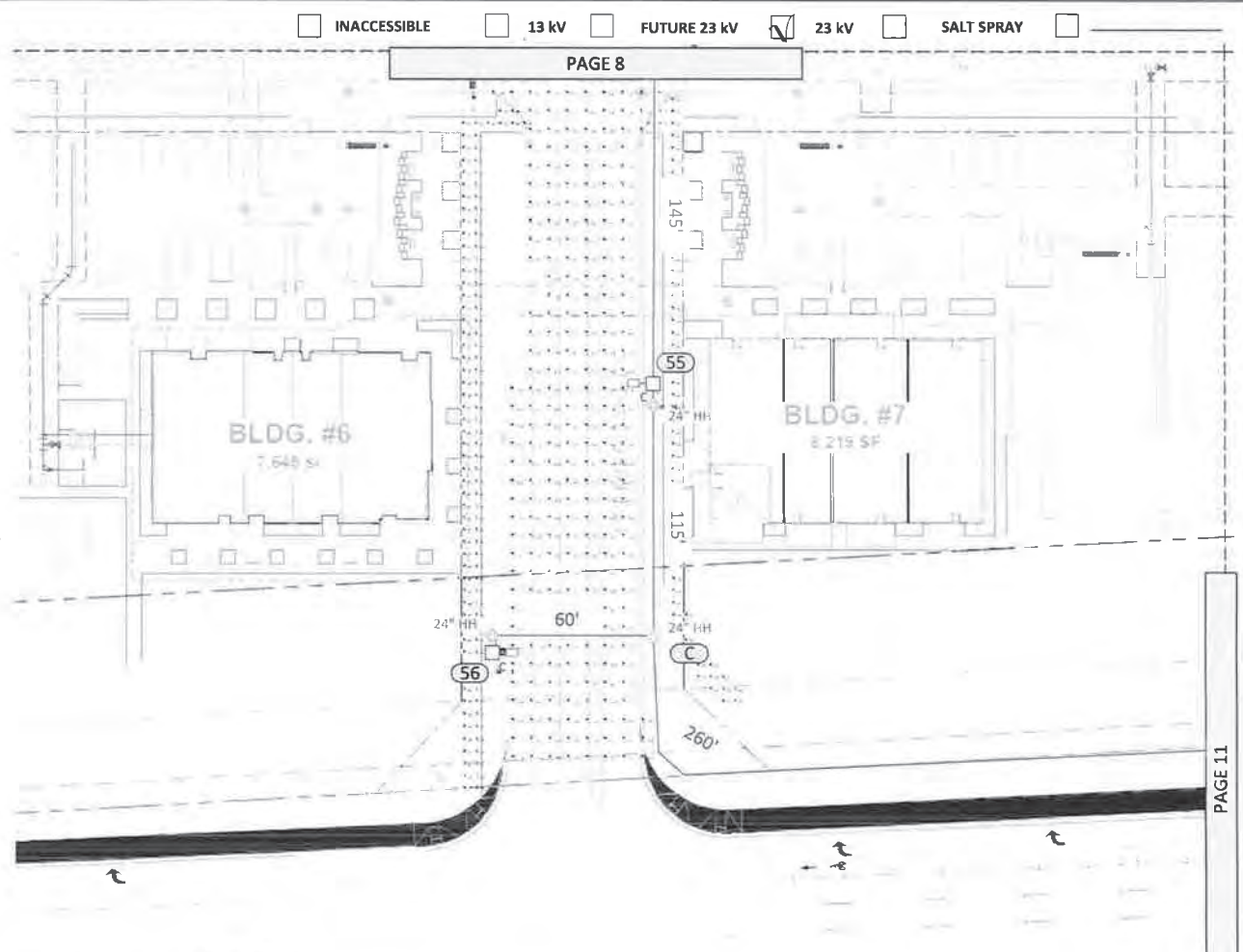
- EASEMENT WILL BE REQUIRED

-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

-'CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V' ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES



Product summary				
Symbol	Description	Watts	Temp color	Quantity
	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
	AREA 17,500L 4000K BLACK	150K	4000K	2
	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2

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PAGE-3	PAGE-4	PAGE-5
PAGE-6		PAGE-7
	PAGE-8	PAGE-9
	PAGE-10	PAGE-11

AS-BUILT CREW PRINT		ALL REQUIRED GROUND BODS HAVE BEEN CHECKED & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS		FOR CERTIFIED COPY: AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON BIDS		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____	
Easement? Yes <input type="checkbox"/>	Survey/Stake? Yes <input type="checkbox"/>	Work with SMO/Trns <input type="checkbox"/>	FPL				
Tree Work? Yes <input type="checkbox"/>	Designer/Stake? Yes <input type="checkbox"/>	CT/Special Mtr? Yes <input type="checkbox"/>	WEST PALM BEACH, FL 33412				
City: WMD County Rd. RR Xing County Air DR Dist State Road Transm. FAA			INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT – BYPASS RD NORTHLAKE BLVD COCONUT BLVD				
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Job No. _____		Designed by: NICHOLAS A HERNANDEZ Date: 09/14/23	
Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		POLE LINE FEET 0'		DUCT BANK FT. 0'		Drawn by: xxx Check by: _____ Dwg No. 10 OF 11	
POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		SCALE: N.T.S.		Rural Location Sec. ## TWP. ## S.R. ## E. ##	
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by: _____		St. Lt. MAP No. _____ Pri Map No. _____ MAP# _____	



CONSTRUCTION NOTES:

LOC 57 – 60: FPL TO INSTALL COOPER MESA 150W 4000K 14,911L ON BLACK TAPERED CONCRETE 21' (15' 6" MH). FPL SL HH TO BE INSTALLED AT BASE OF NEW SL POLE UNLESS WITHIN 10FT OF EXISTING PADMOUNT TRANSFORMER

- FPL TO RUN 1/0 TPX ALT LEG TO ALL LOCATIONS

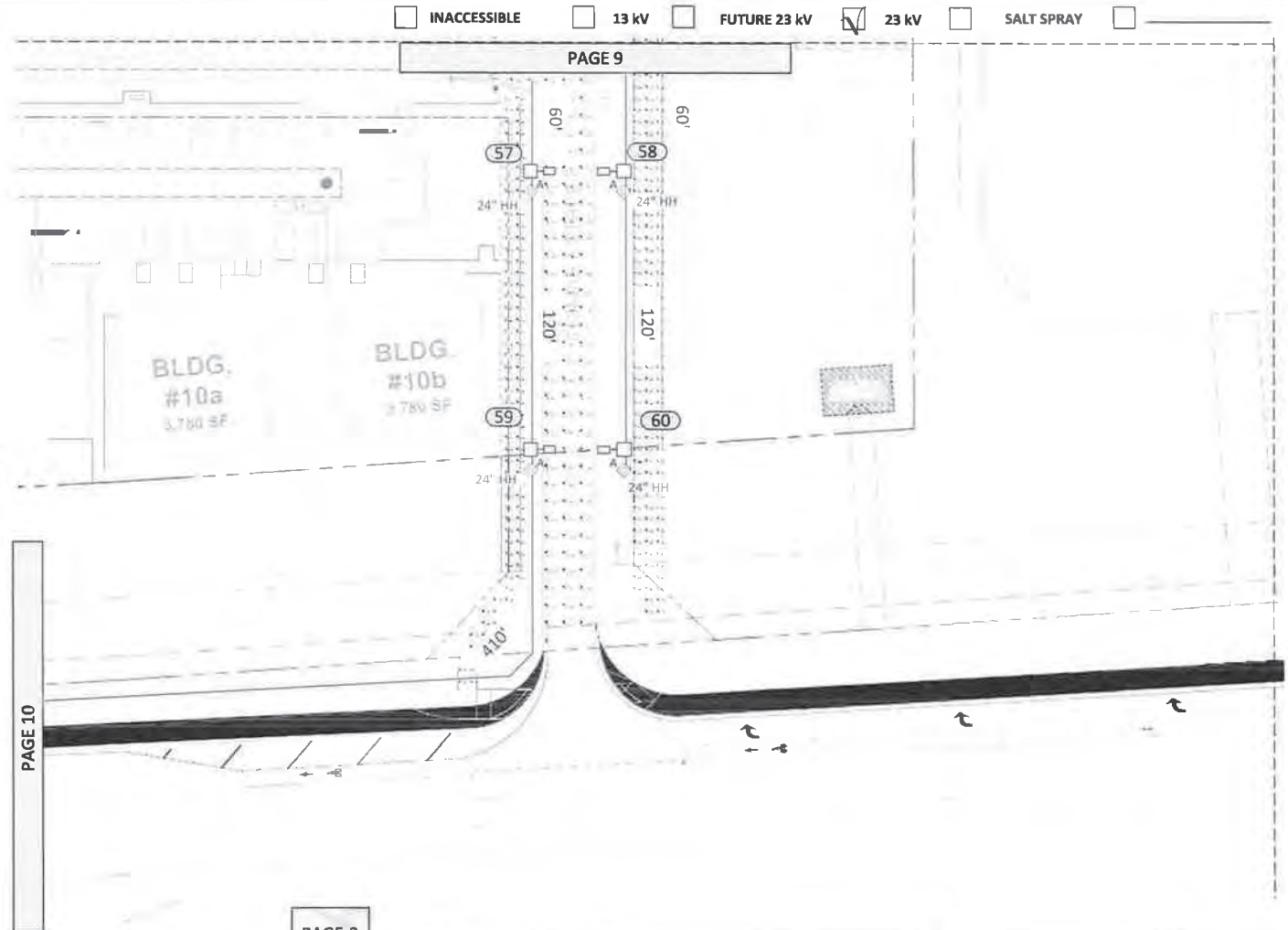
- EASEMENT WILL BE REQUIRED

-CUSTOMER TO INSTALL ALL 2" CONDUIT AND SECONDARY HANDHOLES

-CHECK VOLTAGE – CONVERT 480V TO 120V OR 240V' ON 480V CIRCUITS, CHANGE THE RELAY PRIOR TO INSTALLING THE LIGHTS. VERIFY THE SOURCE AND AMOUNT OF LIGHTS ON THAT RELAY. CONTACT THE FPL PL TO ASSIST WITH THIS PROCESS.

-CUSTOMER TO CONTACT FPL PL AND COORDINATE STAKING OF ALL LOCATIONS PRIOR LED INSTALLATIONS. CUSTOMER IS RESPONSIBLE FOR ANY RESTORATION REQUIRED.

FPL LED REPRESENTATIVE: DIEGO FEBRES



Product summary				
Symbol	Description	Watts	Temp color	Quantity
<input type="checkbox"/>	COOPER MESA 150W 4000K 14,911	150 W	4000K	58
<input type="checkbox"/>	AREA 17,500L 4000K BLACK	150K	4000K	2
<input type="checkbox"/> A	BLACK TAPERED CONCRETE 21' (15' 6" MH)	N/A	N/A	57
<input type="checkbox"/> B	BLACK TAPERED CONCRETE 14' 6" (10' MH)	N/A	N/A	1
<input type="checkbox"/> C	BLACK TAPERED CONCRETE 33' (24' MH)	N/A	N/A	2

PAGE-3	PAGE-4	PAGE-5
PAGE-6	PAGE-7	PAGE-8
PAGE-9	PAGE-10	PAGE-11

AS-BUILT CREW PRINT		ALL REQUIRED 180UND BODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN PPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. NO FURTHER CHANGES DESIRE OR BIDS.		AS-BUILT COPY	
FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ DATE _____	
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		WEST PALM BEACH, FL 33412	
City: WMD		County Rd: RR Xing		County Air: DR. Dist.		INSTALL (60) NEW SL POLES & (60) NEW FIXTURES FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT – BYPASS RD	
State Road: _____		FAA: _____		Transm: _____		NORTHLAKE BLVD COCONUT BLVD	
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVI Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Designed by: NICHOLAS A HERNANDEZ Date: 09/14/23	
POLE LINE FEET: 0'		DUCT BANK FT.: 0'		TRENCH FT.: 0'		Drawn by: xxx Check by: _____ Dwg No. 11 OF 11	
TLM/LDS MODEL No. _____		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by: _____		Rural Location Sec. ## TWP. ## S.R. ## E.	
						SCALE: N.T.S. St. Lt MAP No. _____ Pri Map No. _____ MAP# _____	
						WR ##### M/A ###	

Proposal

Date: August 9, 2023

To: Avenir Development
Keith Obrien

Project: 1316 Coconut Blvd-Spine Rd 2 - Landscape Replacements

Key	Description	Spec	Qty	Unit Cost	Total Cost
	Conocarpus erectus / Green Buttonwood	12' Ht. X 6' Spr., Single Straight Trunk, 2.5" Cal.	13	\$ 300.00	\$ 3,900.00
	Coccoloba diversifolia/Pigeon Plum	10' Ht. X 4' Spr.	2	\$ 275.00	\$ 550.00
	Sabal palmetto/Cabbage Palmetto	12-18" CT	3	\$ 250.00	\$ 750.00
	Bursera simaruba/Gumbo Limbo	12' Ht. X 5' Spr., 2.5" Cal.	1	\$ 250.00	\$ 250.00
	Quercus virginiana / Southern Live Oak	18" HT., X 8' Spr., 4" Cal., Single Straight Trunk	1	\$ 1,000.00	\$ 1,000.00
	Chrysobalanus icaco 'Red Tip'/ Red Tip Cocoplum	3Gal., 18"X12", Full to Base	1,987	\$ 7.50	\$ 14,902.50
	Hymenocallis latifolia / Spider Lily	3 Gal., 18"X18"	2,442	\$ 8.00	\$ 19,536.00
	Conocarpus erectus / Green Buttonwood	3 Gal. 12"X12"	538	\$ 8.00	\$ 4,304.00
	Acalypha wilkesiana / Copperleaf	3 Gal., 24" X 18"	191	\$ 8.00	\$ 1,528.00
	Schefflera arboricola 'Trinette'/Schefflera	3 Gal., 12" X 12"	70	\$ 7.50	\$ 525.00
	Galphimia glauca/Thryallis	3 Gal., 18" X 18"	21	\$ 8.00	\$ 168.00
	Allamanda schottii 'Compacta'/Dwarf Bush Allamanda	3 Gal., 18" X 15"	12	\$ 8.00	\$ 96.00
	Muhlenbergia capillaris/ Pink Muhly Grass	1 Gal., 16"X16"	33	\$ 8.00	\$ 264.00
	Tripsacum floridanum/Dwarf Fakahatchee Grass	3 Gal., 18" X 18"	36	\$ 5.00	\$ 180.00
	Clusia guttifera Small-Leaf Clusia	3 Gal., 18" X 18"	110	\$ 8.00	\$ 880.00
	Duranta erecta 'Gold Mound'/ Gold Mound Duranta	7 Gal., 18" X 18"	52	\$ 25.00	\$ 1,300.00
	Hamelia patens/Fire Bush	3 Gal., 18" X 18"	23	\$ 8.00	\$ 184.00
	Ixora 'Nora Grant'/Nora Grant Ixora	3 Gal., 12" X 12"	187	\$ 8.00	\$ 1,496.00
	Jasminum volubile/Wax Jasmine	3 Gal., 12" X 12"	97	\$ 8.00	\$ 776.00
	Alcantarea imperialis/Bromeliad	7 Gal., 24" X 24"	46	\$ 100.00	\$ 4,600.00
	Viburnum obovatum/Walter's Viburnum	1 Gal., 12" X 10"	14	\$ 9.00	\$ 126.00
	Asparagus densiflorus 'Meyersii'/Foxtail Fern	3 Gal., 12" X 12"	54	\$ 7.50	\$ 405.00
	Evolvulus glomeratus 'Blue Daze'/Blue Daze	1 Gal., 6" X 6"	5	\$ 8.00	\$ 40.00
	Podocarpus macrophyllus / Yew Pine	15 Gal. 6' Ht	5	\$ 90.00	\$ 450.00
	St. Augustine Sod	Square Feet	2,000	\$ 0.50	\$ 1,000.00
	Melaleuca Mulch	CY	200	\$ 30.00	\$ 6,000.00

Total: 65,210.50

Notes...

*Qualifications, exclusions, or other comments

*Qualifications, exclusions, or other comments

Arazoza Bros., Corp. (Signature)

08/09/23
Date

(print name & title)

08/09/23
Date

Approved by (signature)

Date

(print name & title)

Date



*Avenir Community Development District
2501 Burns Road
Palm Beach Gardens, Florida 33410*

September 25, 2023

Re: Avenir Entrance Feature Revised pricing

Dear Keith,

Latite Roofing and Sheet Metal, LLC. Proposes to roof the abovementioned project as follows:

(Curb Copper Standing Seam Roof)

- 1. Dry-in overall sloping area with one layer of 30# base sheet per current NOA requirements.*
- 2. Fabricate and install new copper drip edge, valley metal, and L-flashing-J-mold as required. All metals to be fastened per current FBC requirements.*
- 3. Flash all plumbing vent stacks and A/C vent locations where required. Lead boots and vents supplied by others and installed by us.*
- 4. Furnish and install a Ploystick MTS peel and stick metal underlayment.*
- 5. Supply and install curbed copper 16oz. Panel system using stainless steel clips and screws. **Current lead time on panels is 10o to 15 weeks.***
- 6. Issue (5) ten-year Latite Labor & material Warranty.*
- 7. Issue (20) twenty-year water permeability from Major's Metal warranty.*
- 8. Price includes taxes, engineering and all insurance requirements. Permit fees by owner.*

"Due to Hurricane Ian making landfall in Florida on 9/28/22 there is no way for us to properly evaluate the impact of the storm on future materials pricing 100% accurately at the present time. Due to this natural disaster our bid will remain subject to change and will be modified once materials pricing levels become known in the marketplace and any up or down adjustment will be applied to the materials shipping price levels compared against the pricing utilized at time of bid plus overhead and profit. We are sorry for any inconvenience this may cause however, Hurricane Ian, in combination with already difficult post Covid supply chain disruptions and existing Force Majeure notifications places us in a difficult position of needing to be able to adjust pricing as market price levels cannot be reliably determined at the present time."

Notes and Exclusions

- 1) Insulation bid herein is per the drawings provided and includes the thickness and R-value as specifically stated above. No warranty is expressed or implied as to the R-value or U-value stated herein complying with the new revised 2014 Building Code Fifth Edition Energy Conservation Code (FECC). Please consult with your mechanical engineer of record to verify compliance with the new code.
- 2) No wood blocking of any kind is included above, and no metal door hoods, or dock canopies are included.
- 3) Please note that all permit fees shall be paid by the owner or GC on this job Latite Roofing shall only supply all permit applications and shall submit all permits to the county all payments cost of the permit fees shall be by the owner or GC.
- 4) Please note that due to the pricing volatility this proposal is only good for a period of 30-Days. After 30-Days this job must be re priced with the current pricing structure due to market price increases.

Base bid price SS area Copper-----\$\$\$ 207,000.00 dollars.

Sincerely,

Jose F. Cid

Senior commercial account manager

Corporate Headquarters
2280 W. Copans Road • Pompano Beach, FL 33069
Tel: (954) 772-3446 • Fax: (954) 335-5005

1-800-NEW-ROOF
www.latite.com
Lic # CCC025467

Florida Locations
Ft. Myers: (239) 985-0049 • Tampa: (813) 316-4846
Riviera Beach: (561) 766-0408

LATITE ROOFING & SHEET METAL CO
STANDARD CONSUMER CONDITIONS rev 12/15
 License No.: CCC1326510

1. Unless specifically detailed above, flashings for penetrations related to mechanical appliances or additional built-up base flashings are additional as follows:

a. Pitch pans (up to 6" sq.) (Asphalt filled) \$125.00 each b. Goosenecks (fabricate and install) \$125.00 each c. Curb/wall flashings (including cant) \$6.50/l.f. d. 1-piece galvanized counterflashing \$5.00/l.f. e. 2-piece galvanized counterflashing \$7.50/l.f. f. Chem curb flashing ring, 7.5" \$125.00 each g. Chem curb flashing ring, 4.5" \$125.00 each h. Job-specific built-up wall flashing \$_____/l.f.	Items i-p apply only after completion of roof and Latite must return to project i. Roof curbs up to 4' x 4' \$475.00 each j. Roof curbs up to 5' x 5' \$750.00 each k. Roof curbs up to 10' x 10' \$1,590.00 each l. Flash new plumbing VTR locations \$85.00 each m. Minimum Tenant Improvement \$285.00 n. Curb/wall flashings (including cant) \$25.00/l.f. o. 1-piece galvanized counterflashing \$7.50/l.f. p. 2-piece galvanized counterflashing \$9.00/l.f.
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2. Due to the volatility of code changes, this proposal includes installation per Code requirements, as applicable, as of the date of this proposal. Any Code change, which causes a variance in the Scope of Work, will be performed only upon the issuance of the appropriate change order and attendant adjustment to the contract price.

3. **DUE PRIMARILY TO THE REQUIREMENT OF UPLIFT CALCULATIONS BEING APPLICABLE TO ALL ROOF SYSTEMS ON BUILDINGS OVER 23' (MEAN ROOF HEIGHT), NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS GIVEN REGARDING COMPLIANCE OF THE SYSTEM SPECIFIED HEREIN WITH THE DESIGNED UPLIFT PRESSURE UNLESS SUCH PRESSURE IS INDICATED ON THE PLANS OR CONTAINED WITHIN THE SPECIFICATIONS ACTUALLY PROVIDED BY OWNER/GENERAL CONTRACTOR AT THE TIME OF SUBMISSION OF THIS PROPOSAL.**

4. Any details not specified by architect will be performed in accordance with standard details as published by the manufacturer of the primary roof system or the Florida Building Code requirements.

5. This proposal may be withdrawn if not accepted within 30 days of the submission date written on the front hereof.

6. All material guaranteed to be as specified or equivalent consistent with manufacturer's specifications. All Work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the agreed Scope of Work, with the exception of the removal and replacement of rotten wood, will be performed only upon written orders executed by an authorized party and will, if applicable, become an extra charge over and above the contract price. However, customer shall not give orders to Latite for work that is required to be performed and then refuse to make payment on the grounds that a change order was not executed at the time the work was performed or that owner's representative was not authorized to order the change. In such event, Latite shall be entitled to compensation representing the reasonable value of work performed. This agreement for performance of Work is contingent upon strikes, accidents or delays beyond our control. Owner shall carry fire, tornado and other necessary insurance. Latite workers are fully covered by Workman's Compensation Insurance.

7. Partial payment shall be made as Work progresses. Net cash on completion unless otherwise indicated above. A draw schedule will be furnished on all construction exceeding \$5,000.00. Should customer fail to pay pursuant to the draw schedule, Latite reserves the right to suspend further performance of its contractual obligations until payment of all past due amounts are made. Latite's continued performance despite customer's failure to pay shall not be deemed a waiver of any default by customer, whether or not declared. Interest will be charged after maturity at the rate of 1.5% per month. Should a dispute arise out of or in connection with this Agreement, then the prevailing party shall be entitled to all reasonable attorneys' fees and court costs in any administrative procedure, litigation or arbitration, at all levels including without limitation trial and appellate. In any matter involving payment for services and/or materials performed or furnished, the unpaid party shall be entitled to costs, expenses and attorneys fees incurred before suit.

8. **Payment in full of all amounts hereunder shall be a condition precedent to the obligation of Latite or the manufacturer to issue any applicable bond or give any warranty hereunder to the owner.** This term shall survive as a contractual obligation and be incorporated into the agreement of the parties. Latite will provide releases of liens based on statutory form prescribed by Section 713.20 Florida Statutes.

9. Latite is not responsible for the quality of material or workmanship of other contractors or subcontractors whose work supersedes or follows that of Latite. Further, Latite is not responsible for preexisting conditions that tie into or affect the work, provided that the pre-existing condition is not open and obvious. Any warranty provided by or through Latite shall be void where the claimed failure of the Work is caused in whole or in part by preexisting conditions or the work of others. Preexisting conditions shall include but not be limited to buildings found to be structurally deficient, cracked slabs or other conditions or causes not within Latite's scope of work but that effect the integrity of Latite's work.

10. Latite approaches every job in a professional manner and will make every effort to protect all finished surfaces as reasonably required and consistent with industry standards. Notwithstanding, any surface or item that Latite cannot protect, such as pool decks, driveways, walkways, lawns, outside furniture, vehicles, landscaping, sprinklers, etc., as well as interior walls, ceilings, floors, furnishings, and/or items affixed thereto, shall be the responsibility of the owner to protect as it deems fit. Latite assumes no responsibility for cracked or damaged driveways, sidewalks, curbing, interior surfaces, or other site work and shall not be liable for any interior damage sustained by owner after acceptance of Latite's work, or incidental or consequential damages to the building structure or its contents. Owner shall hold Latite harmless for interior damages sustained after acceptance of Latite's work, and shall look solely to its own insurance provider for coverage. Owner, and anyone else on owner's behalf, waives all rights of subrogation with respect to claims made under any policy of insurance for damages described in this paragraph. Further, Latite disclaims any implied warranty, including the warranty of merchantability and the warranty of fitness for a particular purpose, and limits any warranty to the duration and extent of the express warranties provided for in this contract.

11. **ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.**

12. **ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW ([SECTIONS 713.001-713.37, FLORIDA STATUTES](#)), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.**

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein above or upon receipt of invoice, which ever shall first occur.

DATE: _____

Owner's Signature: _____

Project Address: _____

PRINT NAME: _____

Project Name: _____

D&ET.INC

4050 Westgate Ave Suite 103
 West Palm Beach, FL 33409
 tonny@dtbrothers.com

Estimate

ADDRESS
Avenir community development district 2501A Burns Road Palm Beach Gardens, Fl 33410

SHIP TO
Avenir community development district 2501A Burns Road Palm Beach Gardens, Fl 33410

ESTIMATE #	DATE	EXPIRATION DATE
1842	09/21/2023	10/27/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Stucco Work	For the job at Coconut BLVD Entry Features.			
	Stucco Work	Smooth Stucco -Install the scaffolding on the work areas of the entry features -For Installing corned beads and plasters stop on the areas that need -Do the scratch coat on the ceilings and walls that need stucco on both entry features -Do the smooth stucco work on ceilings and walls the need for stucco on both entry features. (ANYTHING NOT MENTIONED ABOVE IS EXCLUDED) INCLUDING OF THE MISC ITEMS, MATERIALS, AND LABOR.	2	7,000.00	14,000.00
	Exterior Paint	Exterior Paint -Apply hot stucco primer on the stucco areas. -Apply two coats to all the stucco areas. -Paint the latter of the Entry Features. (ANYTHING NOT MENTIONED ABOVE IS EXCLUDED) INCLUDING OF THE MISC ITEMS	2	4,900.00	9,800.00

NOTE:

ONE PUNCH OUT LIST SERVICES ARE INCLUDED ON THIS PRICE, EXTRA SERVICE VISIT BE CHARGE BE TIME AND INCLUDING OF THE MISC ITEMS, PAINT AND LABOR.DOES NOT INCLUDE ANY COLOR CHANGES, IF YOU WANT ANY CHANGE IS AN EXTRA COST.ANY SCOPE OF WORK THAT ARE NOT LISTED ABOVE ARE NOT INCLUDED ON THIS PRICE.A FIFTY PERCENT OF THE PRICE OF THE JOB NEEDS TO BE DEPOSITED BEFORE START THE JOB.

TOTAL

\$23,800.00

Accepted By

Accepted Date

Arazoza Brothers Corp.

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

Project: 1384 L Avenir Spine Rd #4 - Avenir Pod 16 littoral plans - CO #2

Key	Product Description	Specs	Qty	Unit Cost	Total Cost
Original	Original Contract Price Total	Lump Sum	1	\$2,454,626.50	\$2,454,626.50
Previous	Previous Landscape Change Orders Total	Lump Sum	1	\$1,545,373.50	\$1,545,373.50

Add	Canna Flaccida/Yellow Canna	Bare Root 12" Ht., 3-4 Stems Per Plant, 36"	1,096.00	\$1.50	\$1,644.00
Add	Crinum Americanum/Swamp Lily	Bare Root, Min. 12" Ht. 3-4 Stem Per Plant, 36"	1,151.00	\$3.50	\$4,028.50
Add	Eleocharis interstincta / Jointed Spikerush	Bare Root, Min. 12" Ht., 3-4 Stems Per Plant, 36"	1,571.00	\$1.50	\$2,356.50
Add	Pontederia cordata / Pickerel Weed	Bare Root, Min. 12" Ht., 3-4 Stems Per Plant, 36"	1,014.00	\$2.50	\$2,535.00
Add	Taxodium Distichum/Bald Cypress (CO#1)	12' Ht.	164.00	\$450.00	\$73,800.00
Add	Taxodium Distichum/Bald Cypress (CO#1)	14' HT.	170.00	\$600.00	\$102,000.00
Add	Taxodium Distichum/Bald Cypress (CO#1)	10' Ht.	192.00	\$250.00	\$48,000.00

Total Additions **\$234,364.00**

Total Changes in Scope **\$234,364.00**

Revised Contract Amount **\$4,234,364.00**

Notes:

*

Arazoza Brothers Corp.(Signature)

Date

Print Name & Title

Date

Approved By (Signature)

Date

Print Name & Title

Date

Arazoza Brothers Corp.

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

Project: 1492 LI Avenir Spine Rd - Phase 5 - Avenir Pod 18 littoral plans - CO #1

Key	Product Description	Specs	Qty	Unit Cost	Total Cost
Original	Original Contract Price Total	Lump Sum	1	\$1,854,176.00	\$1,854,176.00

Add	Canna flaccida / Yellow Canna	Bare Root, Min. 12" Ht., 3-4 Stems Per Plant, 24"	489.00	\$1.50	\$733.50
Add	Crinum americanum / Swamp Lily	Bare Root, Min. 12" Ht., 3-4 Stems Per Plant, 24"	719.00	\$3.50	\$2,516.50
Add	Eleocharis interstincta / Jointed Spikerush	Bare Root, Min. 12" Ht., 3-4 Stems Per Plant, 24"	549.00	\$1.50	\$823.50
Add	Pontederia cordata / Pickerel Weed	Bare Root, Min. 12" Ht., 3-4 Stems Per Plant, 24"	466.00	\$2.50	\$1,165.00
Add	Taxodium distichum / Bald Cypress	Container Grown, 10` OA Ht. Min. x 3`-4` Spr. M	42.00	\$250.00	\$10,500.00
Add	Taxodium distichum / Bald Cypress	Container Grown, 12` OA Ht. Min. x 4`-5` Spr. M	31.00	\$450.00	\$13,950.00
Add	Taxodium distichum / Bald Cypress	Container Grown, 14` OA Ht. Min. x 5`-6` Spr. M	39.00	\$600.00	\$23,400.00
Total Additions					\$53,088.50

Total Changes in Scope \$53,088.50

Revised Contract Amount \$1,907,264.50

Notes:

*

Arazoza Brothers Corp.(Signature)

Date

Print Name & Title

Date

Approved By (Signature)

Date

Print Name & Title

Date

Sender's Direct Dial: 717.856.6486

Sender's Email: Christopher.Perkins@crowncastle.com

Wednesday, September 27, 2023

Re: **FL- WO44500 -Northlake Blvd PH II**

TO: Avenir Community Development District
Attention: District Manager
2501A Burns Rd
Palm Beach Gardens Florida 33410

Crown Castle has been requested, Crown Castle Fiber LLC. ("**Crown**"), or an affiliate of Crown to perform the work described below (the "**Work**") with respect to a Crown distributed antenna and Fiber system. Accordingly, this notice (this "**Notice**") hereby notifies Avenir Community Development District, that Crown will be performing the Work at the cost described in the attached Network Services Quotation, Avenir Community Development District will be responsible for 100% of the cost.

SCOPE OF WORK:

Scope of work: At the request of the Company, Crown Castle will relocate the existing underground fiber along Northlake Blvd for a Road Widening Project.

Crown Castle will complete the following tasks:

- Create construction drawings to plan and execute the requested work.
- Complete the construction of the requested relocation
- Update (CADD) Crown Castle existing as-built drawings to show new facilities

Please confirm acceptance of the Work by signing below and returning the executed Notice to my attention at the email address above. Crown will notify receipt of the executed Notice, and Developer or any other responsible party will need to pay as soon as possible from the date of such notification to Crown for the cost of the Work. Work will not start until this payment is received.

Pre-payment for the Site Modification should be sent to the address listed below and a copy (front/back) of check or a copy of the electronic transfer should be emailed to Christopher.Perkins@crowncastle.com for execution of project set up.

Mail Payment to:

Crown Castle
 Attn: Christopher Perkins
 Reference: WO44500
 J.P. Morgan Bank
 P.O. Box 28730
 New York, NY 10087-8730

Electronic Payment instructions are attached. Please send me a copy of your electronic payment if you choose this route.

On the memo line of the check, please list the following information.

Attn: Christopher Perkins FL- WO44500 -Northlake Blvd PH II

Sincerely,

Acknowledged and Agreed:

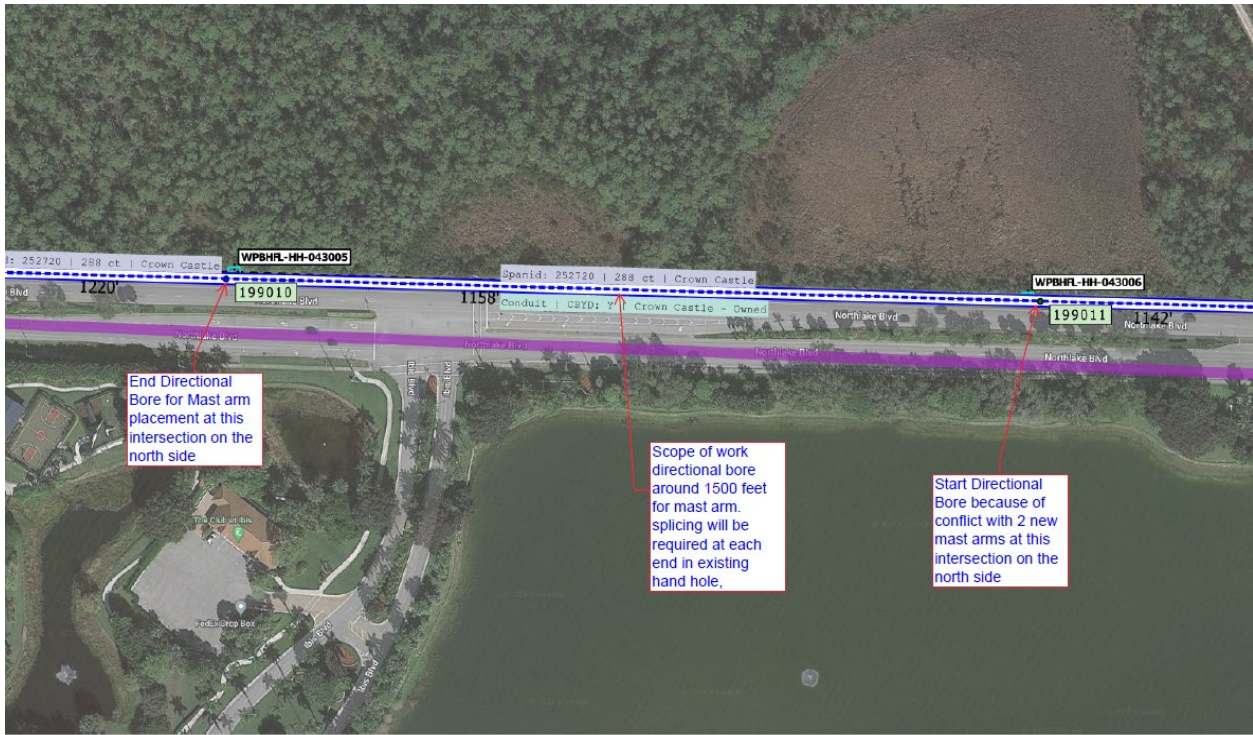
Christopher Perkins
 Supervisor Network Construction

 Authorized Representative

Date: _____, 20__

Network Services Quotation

CUSTOMER QUOTE LETTER	
COST CATEGORY	BUDGET
Engineering	\$ 2900.00
Materials	\$ 14,001.00
Fiber Construction	\$ 93,449.00
TOTAL	\$ 110,350.00
Sales Tax	\$ 0.00
GRAND TOTAL	\$ 110,350.00



EFT/WIRE TRANSFER INSTRUCTIONS

CROWN CASTLE FIBER LLC

Bank Name – JPMorgan Chase Bank NA

Bank Address - 270 Park Avenue in New York, NY 10017

Account Name – Crown Castle Fiber LLC

Account Number – 198710895

Wire/ACH Routing Number – 021000021

Finance Contacts

Gerard Ahearn, Manager – Treasury (978) 264-6001 (o) - (978) 833-4156 (m) gerard.ahearn@crowncastle.com

James Pike, Sr. Financial Analyst (978) 264-6082 (o) – (508) 801-2194 (m) james.pike@crowncastle.com

CHANGE ORDER NO. 15 THRU 17

Date of Issuance:	September 28, 2023	Effective Date:	September 28, 2023
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	SPF UNDERGROUND UTILITIES, INC. 1220 S.W. Dyer Point Road, 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 FPL Backbone System

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

Description:


- Install additional conduits and repairs, see attached descriptions.

Attachments:

Exhibit "A" – Change Order by SPF UNDERGROUND UTILITIES, INC.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$275,000.00	Original Contract Times: Refer to contract Exhibit "E"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>14</u> : \$242,624.79	[Increase] [Decrease] form previously approved Change Orders No. ___ to No. ___: None

Contract Price prior to this Change Order: \$517,624.79	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$46947.03	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$564,571.82	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
		
By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President	By: _____ Avenir Community Development District	By: _____ SPF Underground Utilities, Inc. Scott Fruggiero Vice President
Date: <u>9/28/2023</u>	Date: _____	Date: _____

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

EXHIBIT "A"



SPF Underground Utilities, Inc.
 1220 SW Dyer Point Rd
 Palm City, FL 34990

Change Order Request

Date	Change Order #
8/18/2023	15

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Avenir Community Development District

CO	Project
15	Avenir

Attn:	Keith O'Brien
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Description	Qty	Rate	Total
Avenir			
Trench and backfill for power	700	20.00	14,000.00
Purchase Conduit for install (1400 lf)	1	15,035.59	15,035.59
Equipment to complete (mini excavator, 2 trucks)	1	961.60	961.60

	Total	\$29,997.19
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SPF Underground Utilities, Inc.
 1220 SW Dyer Point Rd
 Palm City, FL 34990

Change Order Request

Date	Change Order #
9/5/2023	16

772-263-0102

scott.spfunderground@gmail.com

Name / Address
Avenir Community Development District

CO	Project
16	Avenir

Attn:	Keith O'Brien
-------	---------------

Description	Qty	Rate	Total
Avenir			
Labor to complete unloading and moving of FPL materials at Avenir	1	3,605.00	3,605.00
Cost to rent equipment needed to complete task Doosan Model DL220-7 & Pallet fork	1	4,910.84	4,910.84
			0.00

	Total	\$8,515.84
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Date: September 12, 2023

STUART INSURANCE
A Division of Patriot Growth Insurance Services, LLC
8382 Baymeadows Road, Suite #2
Jacksonville, FL 32256
Phone 800-563-5467
Fax 904-530-5003
info@insuresig.com

NAMED INSURED: SPF Underground Utilities, Inc.
PROPERTY ADDRESS: N/A
COVERAGE: Bonds – Interim Billing for change orders
POLICY #: OFB0593329
EFFECTIVE DATES: 12/15/2022 - 12/15/2023
PREMIUM: \$8,434.00

PAY ONLINE:
[Patriot-Shapiro Insurance \(epaypolicy.com\)](https://epaypolicy.com) (PREFERRED)
Reference AMS#: 00276879

PLEASE MAKE CHECK(S) PAYABLE TO:
Patriot Growth Insurance Services, LLC
Reference AMS #: 00276879

RETURN TO:
STUART INSURANCE (3070 SW Mapp Rd, Palm City) or mail to:
C/O Cathaleen Way (Accounting Dept)
10501 Ben C Pratt / 6 Mile Cypress Pkwy # 101
Fort Myers, FL 33966

Thank you for your business!



April 30, 2023

QUOTATION

TO: Avenir CDD
Attn: Keith O'Brian

We are pleased to offer you the following quote: Install (2) 5HP 480V 3PH Sunburst Aerators with lights in POD 6

Description	Price

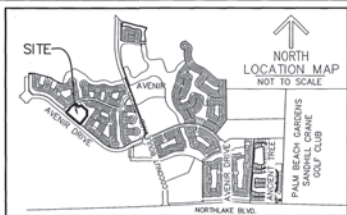
(2) 5HP 480V 3PH Sunburst Aerators by Otterbine Barebo w/ 350' and 950' of underwater cable	\$17,489.84
(2) 4-light LED Light Sets by Otterbine Barebo w/ 350' and 950' of underwater cable	\$ 11,770.12
Electrical installation	\$18,210.00
Directional Bore	\$ 6,785.00
In-water installation	\$ 1,200.00
Subtotal	\$55,454.96
Tax	\$ 3,377.30
Shipping	<u>\$ 600.00</u>
TOTAL	\$59,432.26

FUTURE HORIZONS, INC.

Dave Blackburn /md
Dave Blackburn/md
President

CFN 20230311098

129



AVENIR WEST CLUBHOUSE

BEING A REPLAT OF PARCEL A, AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179...

THIS INSTRUMENT PREPARED BY RONNIE L. FURNISS OF CAULFIELD and WHEELER, INC.

STATE OF FLORIDA COUNTY OF PALM BEACH... CLERK OF THE COURT AND COMPTROLLER

DEDICATIONS AND RESERVATIONS.

KNOW ALL MEN BY THESE PRESENTS THAT AVENIR DEVELOPMENT, L.L.C. A FLORIDA LIMITED LIABILITY COMPANY...

LEGAL DESCRIPTION:

PARCEL "A", AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY...

CONTAINING 14.047 ACRES, MORE OR LESS.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DOES HEREBY DEDICATE AS FOLLOWS:

- 1. TRACT "A" AS SHOWN HEREON... 2. TRACT "NW" AS SHOWN HEREON... 3. TRACTS "BIB1" AND "BIB2"... 4. THE "PARKING LOT EASEMENT" AS SHOWN HEREON... 5. THE LANDSCAPE BUFFER EASEMENTS ("LBE")... 6. THE LANDSCAPE BUFFER EASEMENTS ("LBE")...

AVENIR COMMUNITY DEVELOPMENT DISTRICT:

STATE OF FLORIDA) IN WITNESS WHEREOF, THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT...

WITNESS: [Signature] AVENIR COMMUNITY DEVELOPMENT DISTRICT BY: DAVID CEPERO CHAIRMAN

AVENIR COMMUNITY DEVELOPMENT DISTRICT ACKNOWLEDGEMENT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF X PHYSICAL PRESENCE OR ONLINE NOTARIZATION...

WITNESS MY HAND AND OFFICIAL SEAL THIS 31st DAY OF July 2023. MY COMMISSION EXPIRES: [Signature]

MORTGAGEE'S JOINDER AND CONSENT:

STATE OF FLORIDA) THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE UPON THE PROPERTY DESCRIBED HEREON...

IN WITNESS WHEREOF, THE SAID COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS COMPANY SEAL TO BE AFFIXED HEREON...

AVENIR HOLDINGS, L.L.C. A FLORIDA LIMITED LIABILITY COMPANY. BY: [Signature]

WITNESS: [Signature] TITLE PRESIDENT WITNESS: [Signature] PRINT NAME: Isabel Martinez

ACKNOWLEDGEMENT:

STATE OF FLORIDA) THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF X PHYSICAL PRESENCE OR ONLINE NOTARIZATION...

WITNESS MY HAND AND OFFICIAL SEAL THIS 31st DAY OF July 2023. MY COMMISSION EXPIRES: [Signature]

CITY OF PALM BEACH GARDENS APPROVAL OF PLAT:

STATE OF FLORIDA) THIS PLAT AS HEREBY APPROVED FOR RECORD, THIS 5th DAY OF September 2023.

BY: [Signature] TITLE: Patricia Snider, CMC CITY CLERK

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS 5th DAY OF August 2023. BY: [Signature] TITLE: Todd Engel, P.E. CITY ENGINEER

CERTIFICATE OF REVIEW BY CITY'S SURVEYOR:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.08(1) OF THE FLORIDA STATUTES... THIS 7th DAY OF August 2023.

BY: [Signature] PROFESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA CERTIFICATE NO. 6889



TITLE CERTIFICATION:

STATE OF FLORIDA) I, THYRONE E. BOWARD, ESQ., A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY...

DATED: July 25, 2023. BY: [Signature] FTRONE E. BOWARD, ESQ. ATTORNEY AT LAW

SURVEY NOTES:

- 1. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE... 2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF PALM BEACH GARDENS ZONING REGULATIONS... 3. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON AN EASEMENT WITHOUT PRIOR WRITTEN CONSENT...

SURVEYOR'S CERTIFICATE:

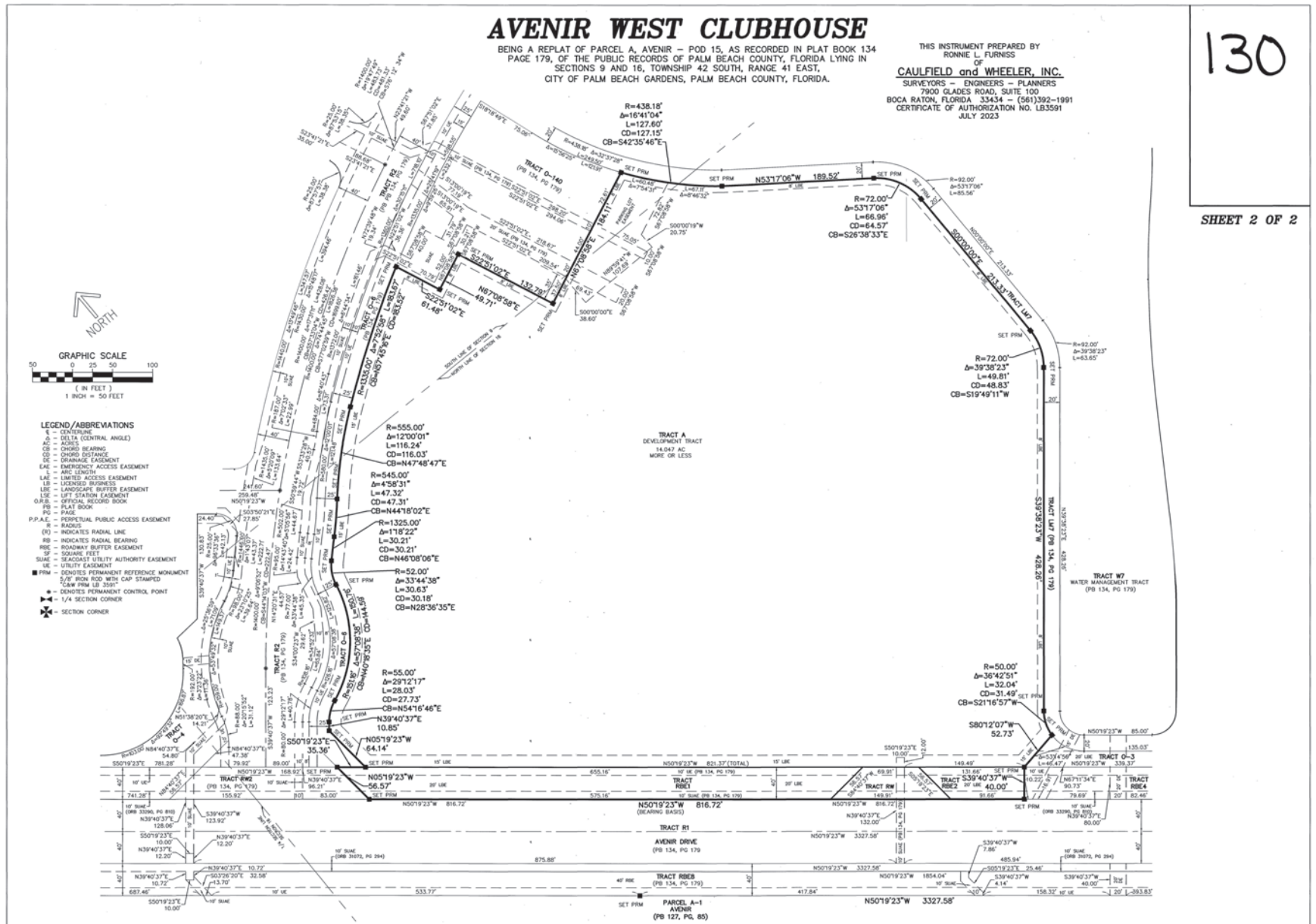
THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY PERSONAL DIRECTION AND SUPERVISION...

RONNIE L. FURNISS PROFESSIONAL SURVEYOR AND MAPPER #272 STATE OF FLORIDA

CAULFIELD AND WHEELER, INC SURVEYORS - ENGINEERS - PLANNERS 7900 GLADES ROAD, SUITE 100 BOCA RATON, FLORIDA 33434 (561)392-1891

CFN 20230311098 PL BK 136 PG 129

RECEIVED COPY



AVENIR – POD 16

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE 6, AVENIR – POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, TOGETHER WITH A PORTION OF TRACT RBE 4, AVENIR – SPINE ROAD 6, AS RECORDED IN PLAT BOOK 135 PAGE 189, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 8 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
 RONNIE L. FURNISS
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS – ENGINEERS – PLANNERS
 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 – (561)392-1991
 CERTIFICATE OF AUTHORIZATION NO. LB3591
 AUGUST 2023

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAT WAS FILED FOR
 RECORD AT _____ M.
 THIS _____ DAY OF _____
 A.D. 2023 AND DULY RECORDED
 IN PLAT BOOK _____ ON
 PAGES _____ THROUGH _____
 JOSEPH ABRUZZO
 CLERK OF THE CIRCUIT COURT
 AND COMPTROLLER
 BY: _____
 DEPUTY CLERK

SHEET 2 OF 16

AVENIR COMMUNITY DEVELOPMENT DISTRICT
 STATE OF FLORIDA
 COUNTY OF MIAMI-DADE)

IN WITNESS WHEREOF, THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED AND EXISTING PURSUANT TO CHAPTER 190, FLORIDA STATUTES, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY THE CHAIRPERSON OF ITS BOARD OF SUPERVISORS, THIS _____ DAY OF _____, 2023.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

WITNESS: _____
 PRINT NAME _____ BY: VIRGINIA CEPERO
 CHAIRPERSON

WITNESS: _____
 PRINT NAME _____

AVENIR COMMUNITY DEVELOPMENT DISTRICT
 ACKNOWLEDGEMENT:
 STATE OF FLORIDA)
 COUNTY OF MIAMI-DADE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY VIRGINIA CEPERO, CHAIRPERSON OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, WHO IS _____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

MY COMMISSION EXPIRES: _____
 NOTARY PUBLIC
 COMMISSION NUMBER: _____
 PRINT NAME _____

AVENIR – POD 16 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT.

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR – POD 16 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, HEREBY ACCEPTS THE DEDICATIONS TO SAID ASSOCIATION AS STATED HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON AND HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE PRESIDENT, THIS _____ DAY OF _____, 2023.

AVENIR – POD 16 NEIGHBORHOOD
 ASSOCIATION, INC, A FLORIDA CORPORATION
 NOT FOR PROFIT.

WITNESS: _____
 BY: DAVID SERVANSKY
 VICE PRESIDENT
 WITNESS: _____

AVENIR – POD 16 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT.

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

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY DAVID SERVANSKY, VICE PRESIDENT, ON BEHALF OF AVENIR – POD 16 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, ON BEHALF OF THE AVENIR – POD 16 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, WHO IS _____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

MY COMMISSION EXPIRES: _____
 NOTARY PUBLIC
 COMMISSION NUMBER: _____
 PRINT NAME _____

MORTGAGEE'S JOINDER AND CONSENT:
 STATE OF FLORIDA)
 COUNTY OF MIAMI-DADE)

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 32576, AT PAGE 1396, AS AMENDED, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT THIS _____ DAY OF _____, 2023.

AVENIR HOLDINGS, LLC, A FLORIDA
 LIMITED LIABILITY COMPANY

WITNESS: _____
 BY: _____
 NAME DAVID SERVANSKY
 TITLE PRESIDENT

WITNESS: _____

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

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY DAVID SERVANSKY, PRESIDENT, ON BEHALF OF AVENIR HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS _____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

MY COMMISSION EXPIRES: _____
 NOTARY PUBLIC
 COMMISSION NUMBER: _____
 PRINT NAME _____

CITY OF PALM BEACH GARDENS APPROVAL OF PLAT:
 STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS _____ DAY OF _____, 2023.

BY: _____
 CHELSEA REED
 MAYOR

ATTEST: _____
 PATRICIA SNIDER, CMC
 CITY CLERK

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS _____ DAY OF _____, 2023.

BY: _____
 TODD ENGLE, P.E.
 CITY ENGINEER

CERTIFICATE OF REVIEW BY CITY'S SURVEYOR:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.081(1) OF THE FLORIDA STATUTES AND THE ORDINANCES OF THE CITY OF PALM BEACH GARDENS. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR THE FIELD VERIFICATION OF MONUMENTS AT LOT CORNERS.

THIS _____ DAY OF _____, 2023.

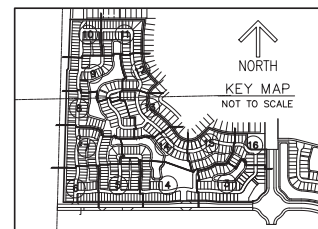
PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA
 CERTIFICATE NO. _____

CITY OF PALM BEACH GARDENS CITY OF PALM BEACH GARDENS REVIEWING SURVEYOR
 ENGINEER

AVENIR - POD 16

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE 6, AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, TOGETHER WITH A PORTION OF TRACT RBE 4, AVENIR - SPINE ROAD 6, AS RECORDED IN PLAT BOOK 135 PAGE 189, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 8 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

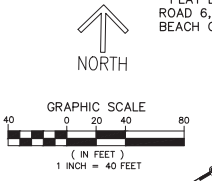
THIS INSTRUMENT PREPARED BY
 RONNIE L. FURNISS
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS - ENGINEERS - PLANNERS
 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 - (561)392-1991
 CERTIFICATE OF AUTHORIZATION NO. LB3591
 AUGUST 2023



STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAT WAS FILED FOR
 RECORD AT _____ DAY OF _____
 A.D. 2023 AND DULY RECORDED
 IN PLAT BOOK _____ THROUGH _____
 PAGES _____ OF THIS INSTRUMENT
 JOSEPH ABRUZZO
 CLERK OF THE CIRCUIT COURT
 AND COMPTROLLER

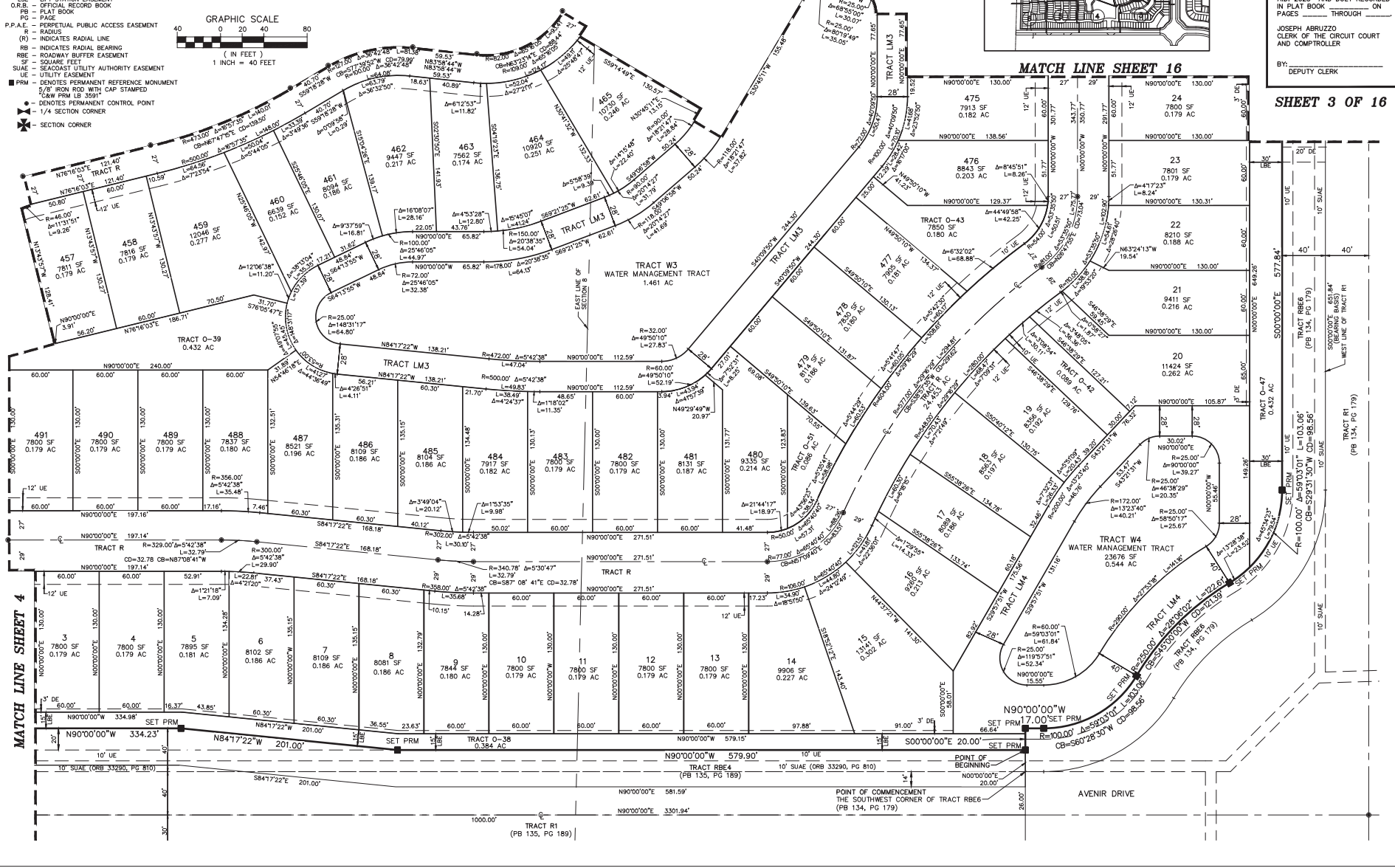
BY: _____ DEPUTY CLERK
SHEET 3 OF 16

- LEGEND/ABBREVIATIONS**
- C - CENTERLINE
 - CL - DELTA (CENTRAL ANGLE)
 - CS - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - EA - EMERGENCY ACCESS EASEMENT
 - FE - FIRE SAFETY ACCESS EASEMENT
 - FE/UE - LIMITED ACCESS UTILITY EASEMENT
 - LA - LIMITED ACCESS EASEMENT
 - LA/UE - LIMITED ACCESS UTILITY EASEMENT
 - LBE - LANDSCAPE BUFFER EASEMENT
 - LS - LIFT STATION EASEMENT
 - O.R.B. - OFFICIAL RECORD BOOK
 - PG - PLAT BOOK
 - PP - PLAT PAGE
 - PP/E - INTERFERING PUBLIC ACCESS EASEMENT
 - R - RADIUS
 - RB - INDICATES RADIAL LINE
 - RS - INDICATES RADIAL BEARING
 - RE - ROADWAY BUFFER EASEMENT
 - SF - SQUARE FEET
 - SUA - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - PRM - DENOTES PERMANENT REFERENCE MONUMENT
 - 5/8" IRON ROD WITH CAP STAMPED "CAV FROM LB 5591"
 - PRM - DENOTES PERMANENT CONTROL POINT
 - 1/4 SECTION CORNER
 - SECTION CORNER



MATCH LINE SHEET 15

MATCH LINE SHEET 16

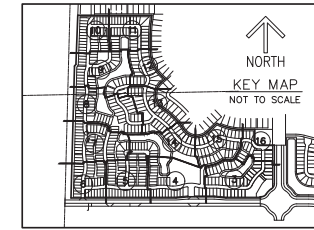


THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS

CAULFIELD and WHEELER, INC.
OF
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7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
AUGUST 2023

AVENIR - POD 16

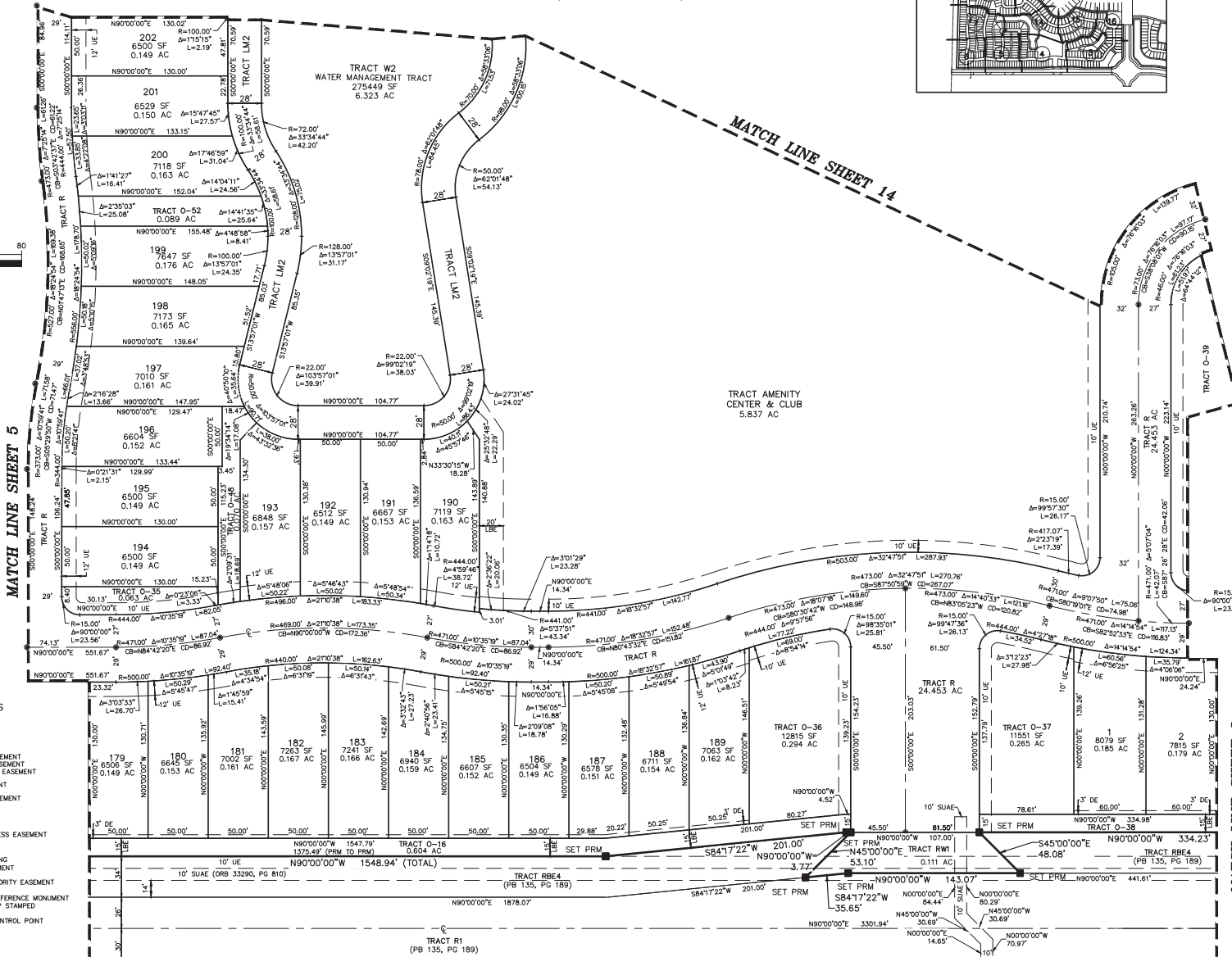
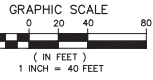
BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE 6, AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, TOGETHER WITH A PORTION OF TRACT RBE 4, AVENIR - SPINE ROAD 6, AS RECORDED IN PLAT BOOK 135 PAGE 189, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 8 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.



STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR
RECORD AT _____ M.
THIS _____ DAY OF _____
A.D. 2023 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGE(S) _____ THROUGH _____

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BY: _____
DEPUTY CLERK



- LEGEND / ABBREVIATIONS**
- C - CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - AC - ACRES
 - CD - CHORD DISTANCE
 - CB - CHORD BEARING
 - EAE - EMBANKMENT EASEMENT
 - ESE - EMERGENCY ACCESS EASEMENT
 - FSE - FIRE SAFETY ACCESS EASEMENT
 - IEUE - INGRESS EGRESS UTILITY EASEMENT
 - L - ARC LENGTH
 - LAE - LIMITED ACCESS EASEMENT
 - LB - LICENSED BUSINESS
 - LBE - LANDSCAPE BUFFER EASEMENT
 - LSE - LIFT STATION EASEMENT
 - OR - OFFICIAL RECORD BOOK
 - PB - PLAT BOOK
 - PG - PAGE
 - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
 - R - RADIUS
 - RL - INDICATES RADIAL LINE
 - RB - ROADWAY BUFFER EASEMENT
 - RBE - ROADWAY BUFFER EASEMENT
 - SF - SQUARE FEET
 - SE - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - PRM - DENOTES PERMANENT REFERENCE MONUMENT
 - PRM - DENOTES PERMANENT CONTROL POINT
 - 1/4 SECTION CORNER

AVENIR - POD 16

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE 6, AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 173, TOGETHER WITH A PORTION OF TRACT RBE 4, AVENIR - SPINE ROAD 6, AS RECORDED IN PLAT BOOK 135 PAGE 189, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 8 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

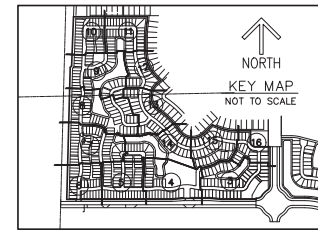
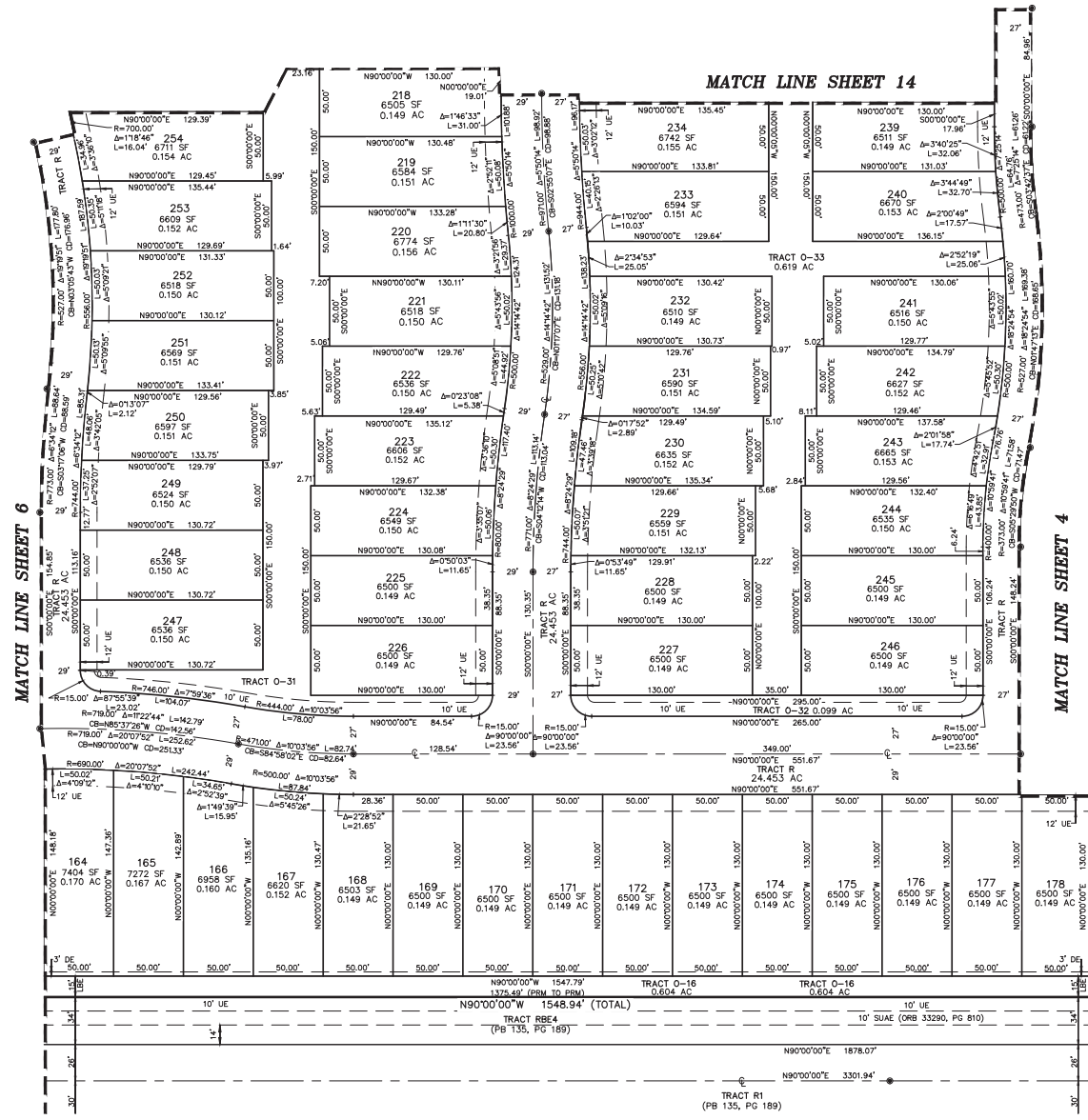
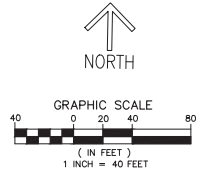
THIS INSTRUMENT PREPARED BY
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7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
AUGUST 2023

STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR
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A.D. 2023 AND DULY RECORDED
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PAGES _____ THROUGH _____

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BY: _____
DEPUTY CLERK

SHEET 5 OF 16



- LEGEND / ABBREVIATIONS**
- ⊙ - CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - ⊙ - CHORD
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - EA - EASEMENT
 - FE - FIRE SAFETY ACCESS EASEMENT
 - IE/UE - INTERIOR EXPRESS UTILITY EASEMENT
 - LE - LOT EASEMENT
 - LA - LANDSCAPE ACCESS EASEMENT
 - LE - LANDSCAPE BUFFER EASEMENT
 - LE - LEFT STATION EASEMENT
 - OR.B - OFFICIAL RECORD BOOK
 - PB - PLAT BOOK
 - PG - PAGE
 - P.P.A.E - PERPETUAL PUBLIC ACCESS EASEMENT
 - R - RADIUS
 - (R) - INDICATES RADIAL LINE
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 - RBE - ROADWAY BUFFER EASEMENT
 - SF - SQUARE FEET
 - SUA - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - ⊙ - DENOTES PERMANENT REFERENCE MONUMENT
 - ⊙ - 5/8" IRON ROD WITH CAP STAMPED
S&W PERM LB 1551
 - ⊙ - DENOTES PERMANENT CONTROL POINT
 - ⊙ - 1/4 SECTION CORNER
 - ⊙ - SECTION CORNER

AVENIR - POD 16

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE 6, AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, TOGETHER WITH A PORTION OF TRACT RBE 4, AVENIR - SPINE ROAD 6, AS RECORDED IN PLAT BOOK 135 PAGE 189, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 8 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

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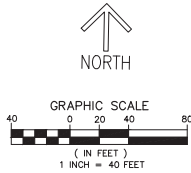
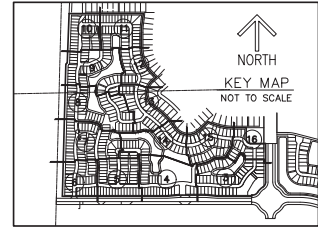
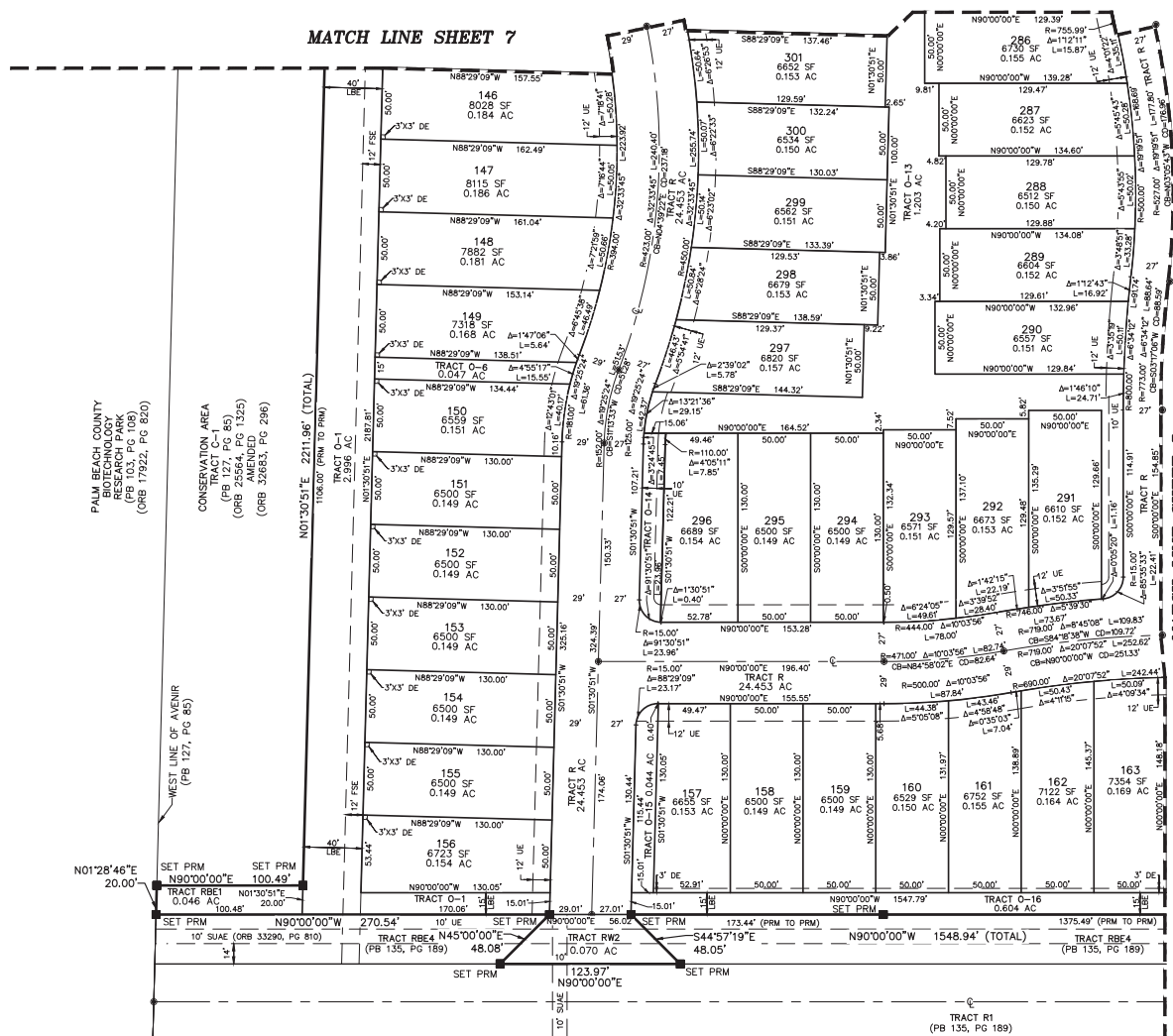
JOSEPH ABRUZZO
 CLERK OF THE CIRCUIT COURT
 AND COMPTROLLER

BY: _____
 DEPUTY CLERK

SHEET 6 OF 16

MATCH LINE SHEET 7

MATCH LINE SHEET 5



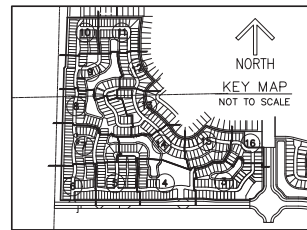
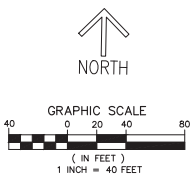
- LEGEND/ABBREVIATIONS**
- € - CENTERLINE
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 - AC - ACRES
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 - LB - LICENSED BUSINESS
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 - LSE - LIMITED ACCESS EASEMENT
 - LSE - LIFT STATION EASEMENT
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 - PB - PLAT BOOK
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 - UE - UTILITY EASEMENT
 - PRM - DENOTES PERMANENT REFERENCE MONUMENT
 - 1/2" IRON ROD WITH CAP STAMPED
 - C&W PRM LB 3591
 - - DENOTES PERMANENT CONTROL POINT
 - ✱ - 1/4 SECTION CORNER

AVENIR - POD 16

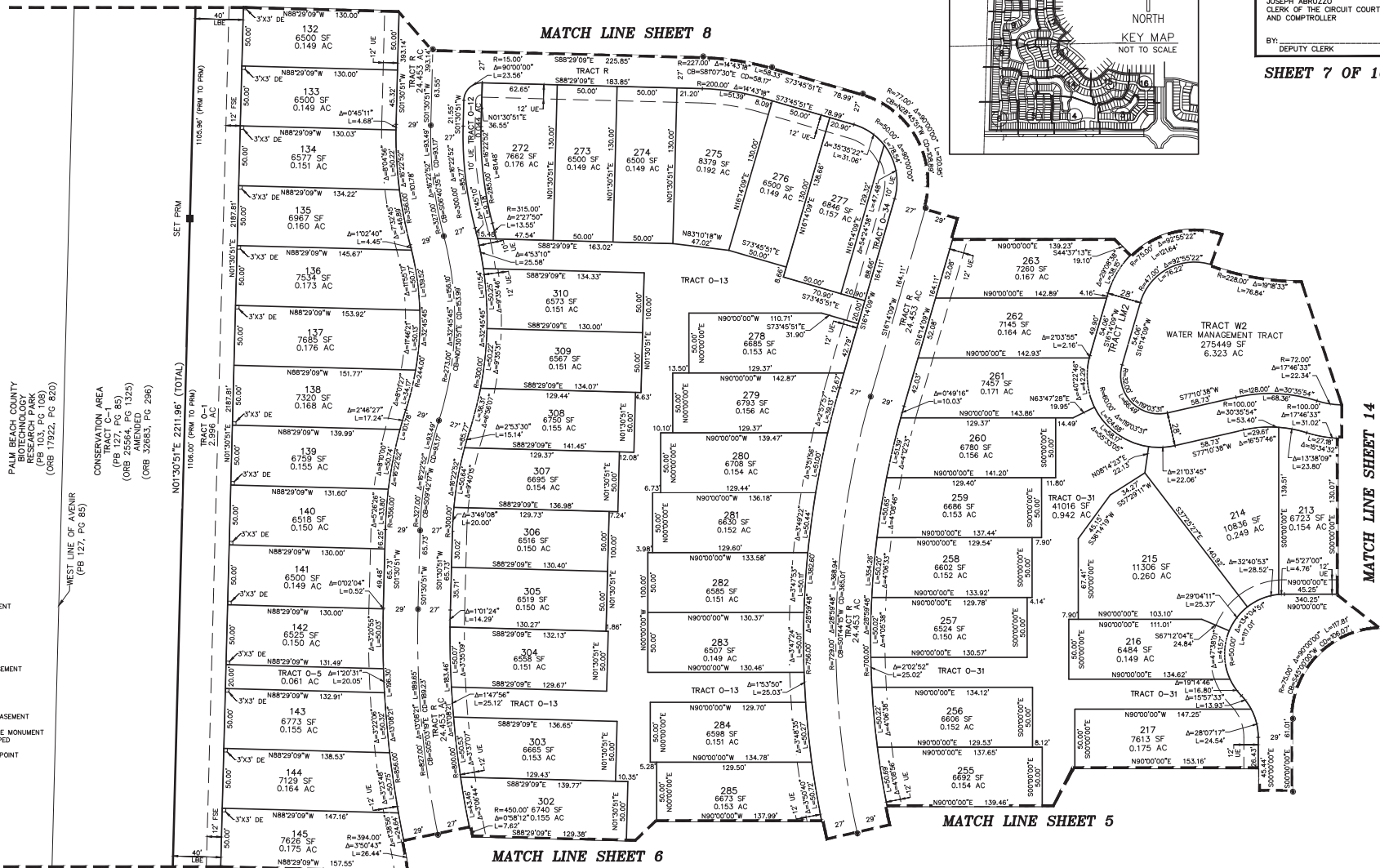
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 7900 GLADES ROAD, SUITE 100
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 CLERK OF THE CIRCUIT COURT AND
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 BY: _____
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SHEET 7 OF 16

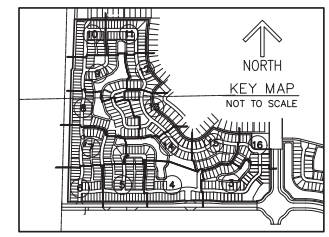


- LEGEND / ABBREVIATIONS**
- Δ - CENTERLINE
 - ∠ - DELTA (CENTRAL ANGLE)
 - A - ACRES
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
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 - FSE - FIRE SAFETY ACCESS EASEMENT
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 - LB - LICENSED BUSINESS
 - LSE - LANDSCAPE BUFFER EASEMENT
 - LSE - LIFT STATION EASEMENT
 - O.R.B. - OFFICIAL RECORD BOOK
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 - RBE - ROADWAY BUFFER EASEMENT
 - SFE - SQUARE FEET
 - SUA/E - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - - 5/8" IRON ROD WITH CAP STAMPED
 - - DENOTES PERMANENT REFERENCE MONUMENT
 - ⊙ - 1/4 SECTION CORNER
 - ⊕ - SECTION CORNER

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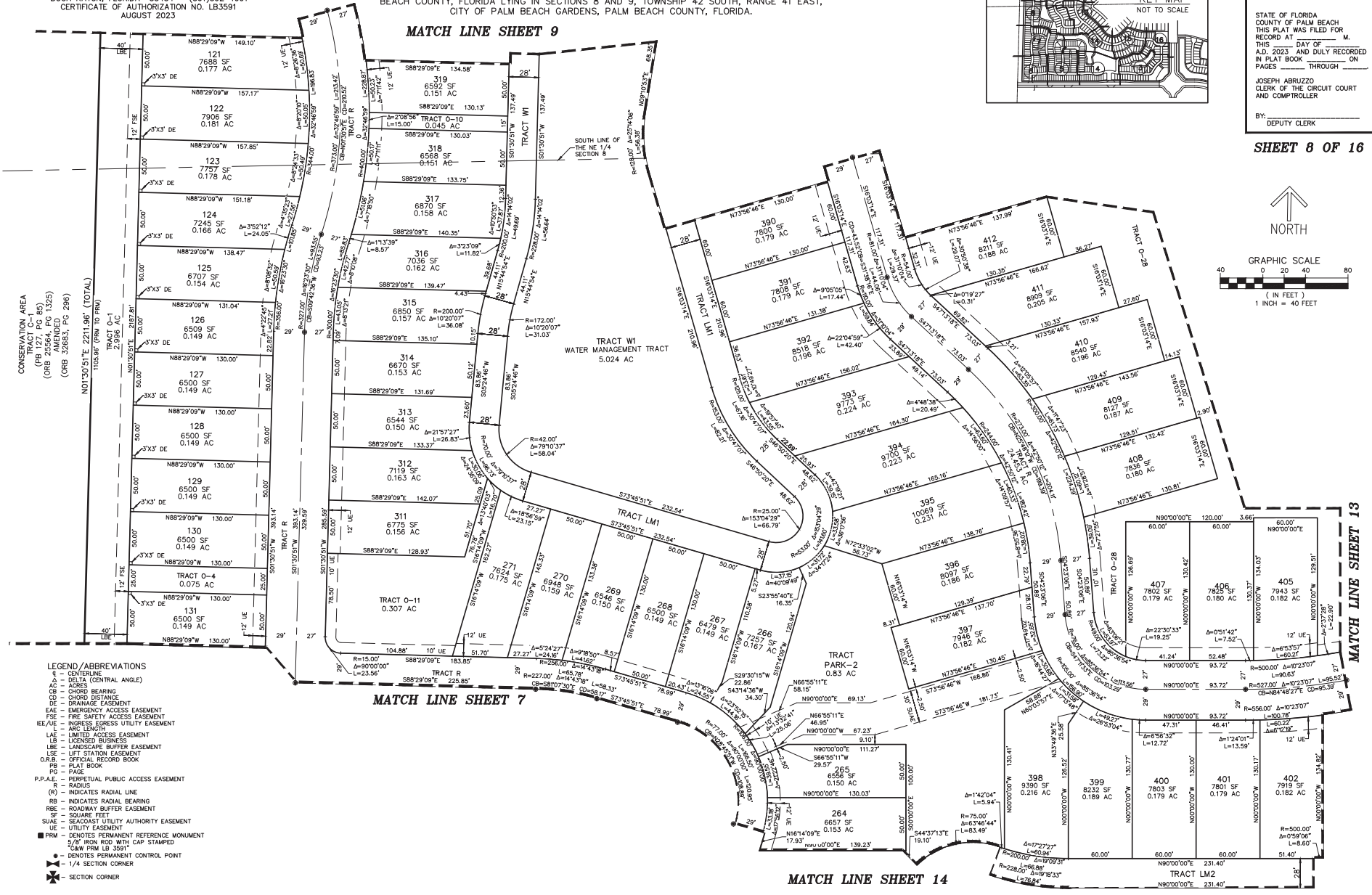
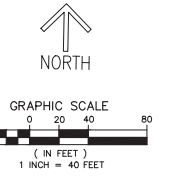
AVENIR - POD 16

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STATE OF FLORIDA
 COUNTY OF PALM BEACH
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 PAGES _____ THROUGH _____
 JOSEPH ABRUZZO
 CLERK OF THE CIRCUIT COURT
 AND COMPTROLLER
 BY: _____
 DEPUTY CLERK

SHEET 8 OF 16



- LEGEND / ABBREVIATIONS**
- C - CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - EM - EMERGENCY ACCESS EASEMENT
 - FSE - FIRE SAFETY ACCESS EASEMENT
 - EE/EA - LIMITED ACCESS EASEMENT
 - L - ARC LENGTH
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 - SUA/E - SEACAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - FRM - DENOTES PERMANENT REFERENCE MONUMENT
 - 5/8" IRON ROD WITH CAP STAMPED
 - 1/4" IRON ROD WITH CAP STAMPED
 - - DENOTES PERMANENT CONTROL POINT
 - ⊕ - 1/4 SECTION CORNER
 - ⊗ - SECTION CORNER

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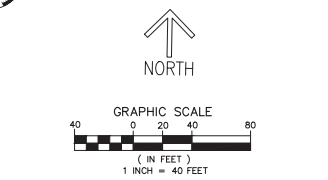
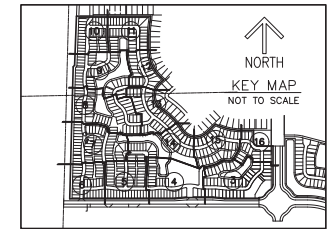
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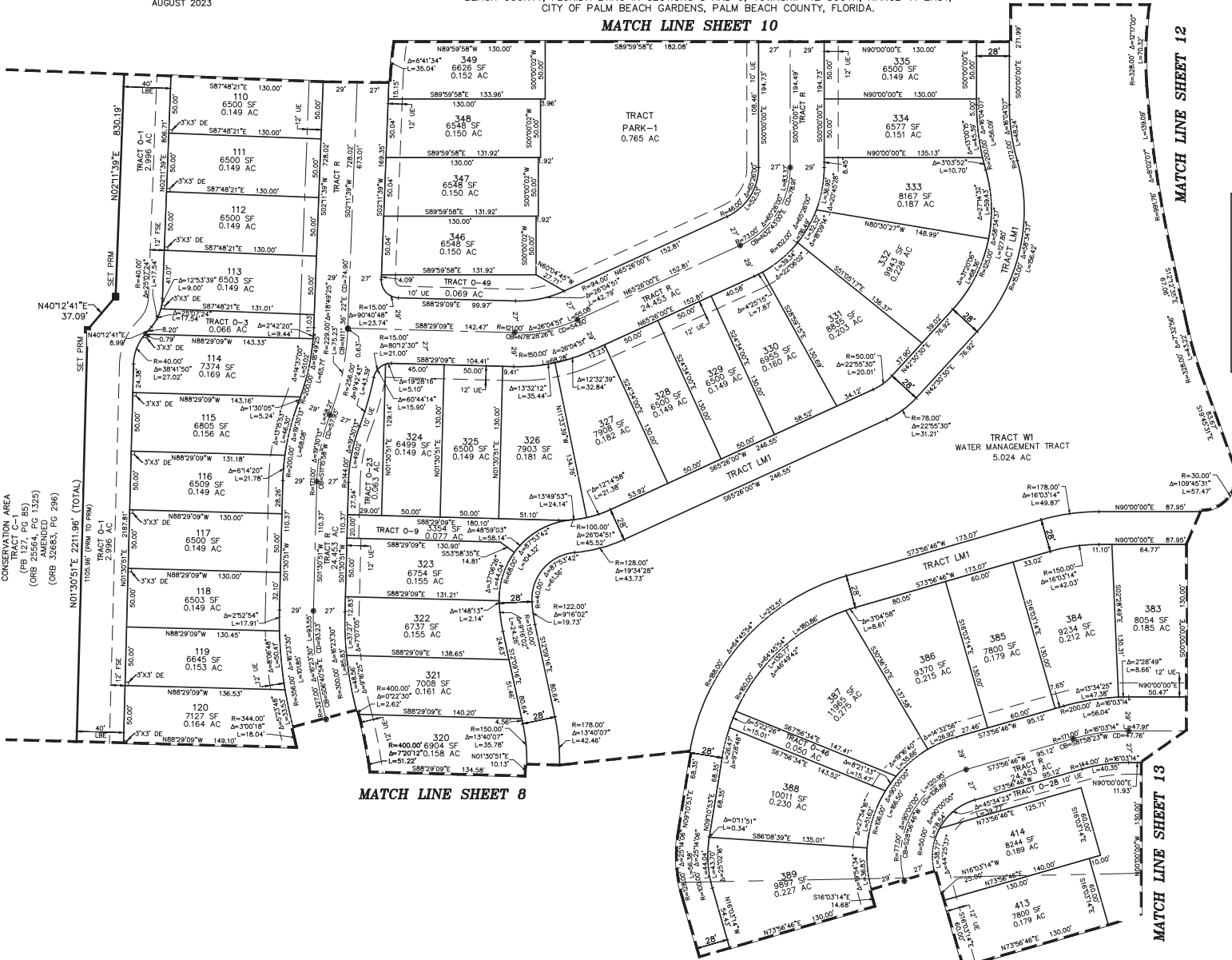
MATCH LINE SHEET 10

STATE OF FLORIDA
 COUNTY OF PALM BEACH
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 IN PLAT BOOK _____ ON
 PAGES _____ THROUGH _____
 JOSEPH ABRUZZO
 CLERK OF THE CIRCUIT COURT
 AND CONTROLLER
 BY: _____
 DEPUTY CLERK

SHEET 9 OF 16



- LEGEND/ABBREVIATIONS**
- CL - CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - AC - ACRES
 - CH - CHORD BEARING
 - CD - CHORD DISTANCE
 - CE - CHORD BEARING
 - EAE - EMERGENCY ACCESS EASEMENT
 - FSE - FIRE SAFETY ACCESS EASEMENT
 - IE/AVE - INGRESS/EGRESS UTILITY EASEMENT
 - ARC - ARC LENGTH
 - LAE - LIMITED ACCESS EASEMENT
 - LSB - LICENSED BUSINESS
 - LE - LANDSCAPE BUFFER EASEMENT
 - LSE - LEFT STATION EASEMENT
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 - P.P.A. - PERPETUAL PUBLIC ACCESS EASEMENT
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 - UE - UTILITY EASEMENT
 - - DENOTES PERMANENT REFERENCE MONUMENT
 - - DENOTES PERMANENT CONTROL POINT
 - ✱ - 1/4 SECTION CORNER



MATCH LINE SHEET 8

MATCH LINE SHEET 13

MATCH LINE SHEET 12

AVENIR - POD 16

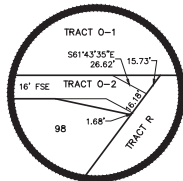
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 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 - (561)392-1991
 CERTIFICATE OF AUTHORIZATION NO. LB3591
 AUGUST 2023

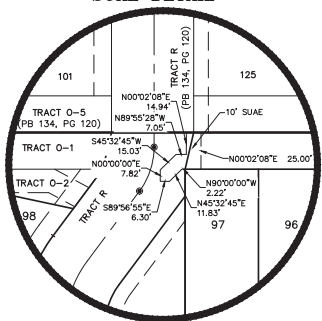
STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAT WAS FILED FOR
 RECORD AT _____ M.
 THIS _____ DAY OF _____
 A.D. 2023 AND DULY RECORDED
 IN PLAT BOOK _____ ON
 PAGES _____ THROUGH _____
 JOSEPH ABRUZZO
 CLERK OF THE CIRCUIT COURT
 AND COMPTROLLER
 BY: _____
 DEPUTY CLERK

SHEET 10 OF 16

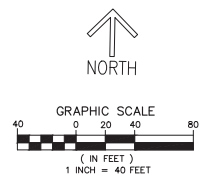
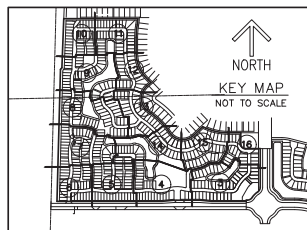
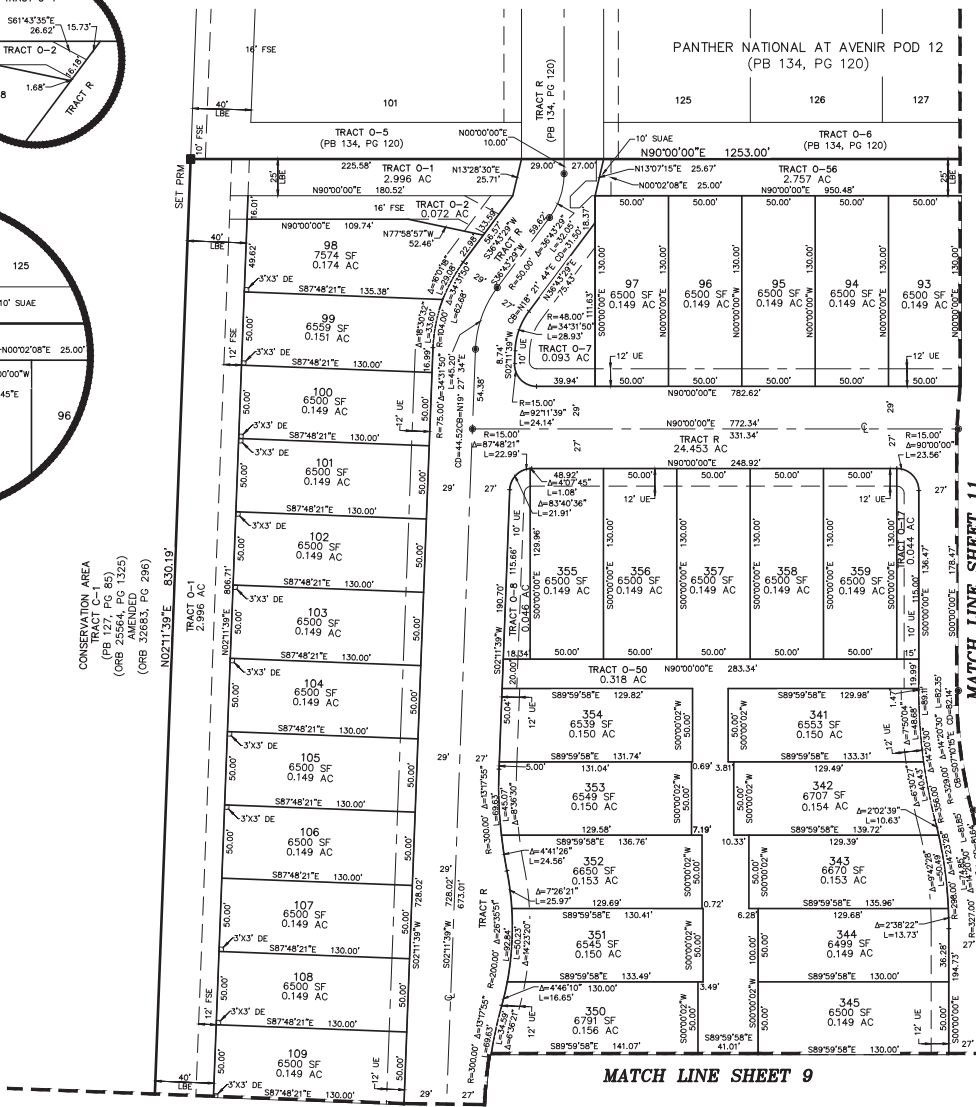
FSE DETAIL



SUAE DETAIL



CONSERVATION AREA
 TRACT O-1
 (PB 127, PG 85)
 (ORB 2464, PG 1325)
 (ORB 32653, PG 296)



- LEGEND/ABBREVIATIONS**
- C - CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - AC - ACRES
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - EAE - EMERGENCY ACCESS EASEMENT
 - FSE - FIRE SAFETY ACCESS EASEMENT
 - IEE/UE - INGRESS/EGRESS UTILITY EASEMENT
 - L - LIMITED ACCESS EASEMENT
 - LB - LICENSED BUSINESS
 - LBE - LANDSCAPE BUFFER EASEMENT
 - LSE - LEFT STATION EASEMENT
 - O.R.B. - OFFICIAL RECORD BOOK
 - P.B. - PLAT BOOK
 - PG - PAGE
 - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
 - R - RADIUS
 - (R) - INDICATES RADIAL LINE
 - RB - INDICATES RADIAL BEARING
 - RBE - ROADWAY BUFFER EASEMENT
 - SF - SQUARE FEET
 - SUAE - SEASOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - PRM - DENOTES PERMANENT REFERENCE MONUMENT
 - 2/8" FROM ROD WITH CAP STAMPED
 - C&W PRM LB 3591
 - - DENOTES PERMANENT CONTROL POINT
 - - 1/4 SECTION CORNER
 - ✱ - SECTION CORNER

MATCH LINE SHEET 9

MATCH LINE SHEET 11

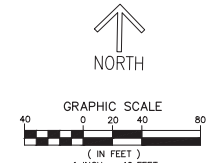
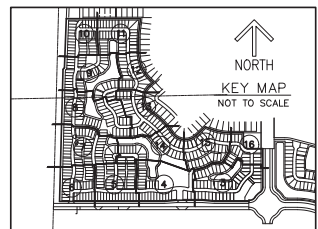
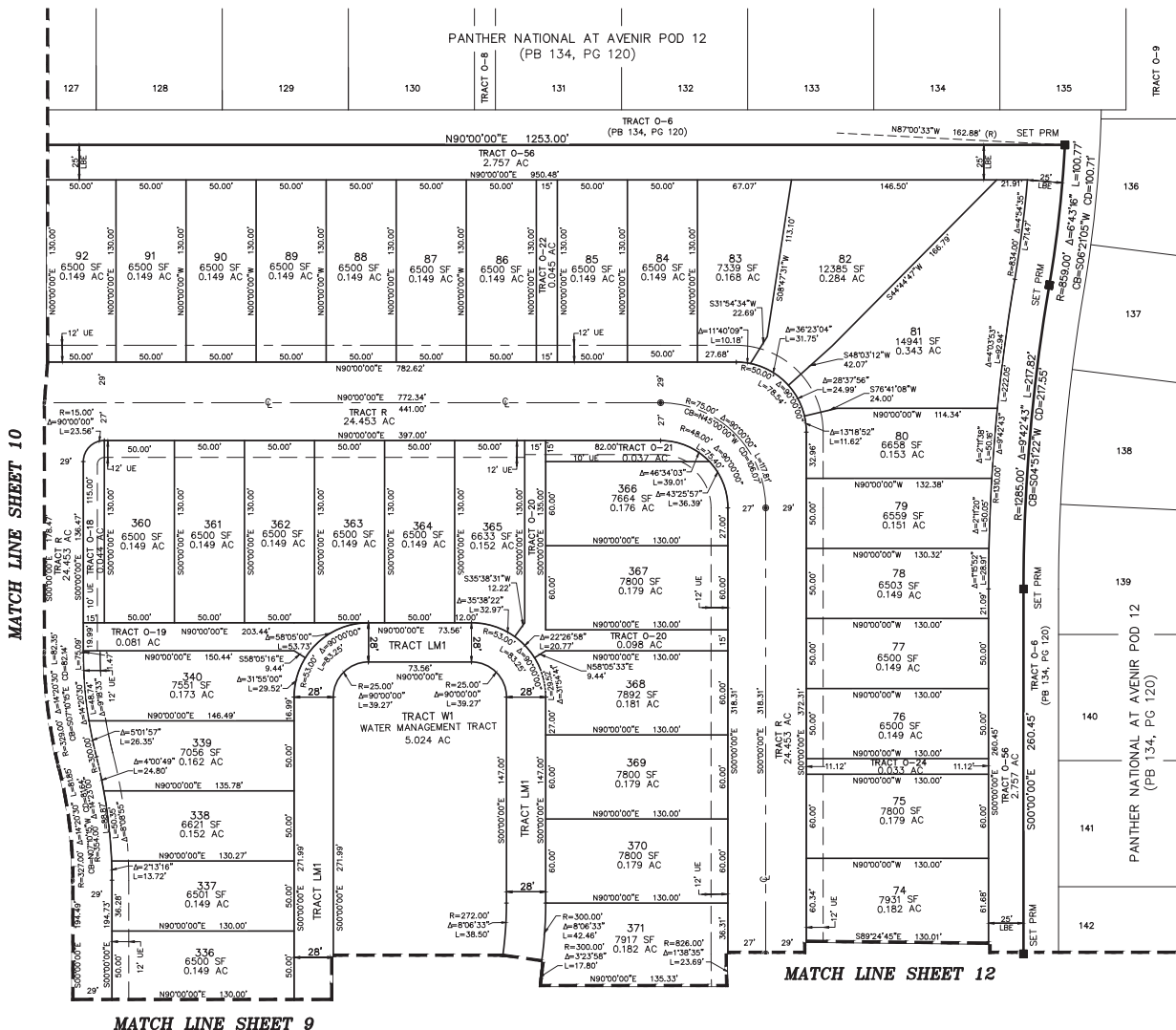
AVENIR - POD 16

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE 6, AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, TOGETHER WITH A PORTION OF TRACT RBE 4, AVENIR - SPINE ROAD 6, AS RECORDED IN PLAT BOOK 135 PAGE 189, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 8 AND 9 TOWNSHIP 42 SOUTH RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
 RONNIE L. FURNESS
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS - ENGINEERS - PLANNERS
 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 - (561)392-1991
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SHEET 11 OF 16



- LEGEND/ABBREVIATIONS**
- CENTERLINE
 - Δ — DELTA (CENTRAL ANGLE)
 - ± — CHORD BEARING
 - CB — CHORD BEARING
 - CD — CHORD DISTANCE
 - DE — DRAINAGE EASEMENT
 - EAE — EMERGENCY ACCESS EASEMENT
 - FSE — FIRE SAFETY ACCESS EASEMENT
 - IEE — INGRESS/EGRESS UTILITY EASEMENT
 - ARC LENGTH
 - LAE — LIMITED ACCESS EASEMENT
 - LB — LICENSED BUSINESS
 - LE — LANDSCAPE BUFFER EASEMENT
 - LEA — LIMITED ACCESS EASEMENT
 - OR — OFFICIAL RECORD BOOK
 - PL — PLAT BOOK
 - PG — PAGE
 - P.P.A.E. — PERIPHERAL PUBLIC ACCESS EASEMENT
 - R — RADIUS
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 - RR — ROADWAY BUFFER EASEMENT
 - SQ — SQUARE FEET
 - SUA — SEASOAK UTILITY AUTHORITY EASEMENT
 - UE — UTILITY EASEMENT
 - DENOTES PERMANENT REFERENCE MONUMENT
 - 5/8" IRON ROD WITH CAP STAMPED
 - C&W FROM LB 3591
 - — DENOTES PERMANENT CONTROL POINT
 - 1/4" SECTION CORNER
 - ✱ — SECTION CORNER

MATCH LINE SHEET 10

MATCH LINE SHEET 12

MATCH LINE SHEET 9

AVENIR - POD 16

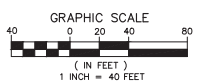
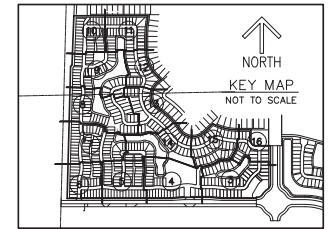
BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE 6, AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, TOGETHER WITH A PORTION OF TRACT RBE 4, AVENIR - SPINE ROAD 6, AS RECORDED IN PLAT BOOK 135 PAGE 189, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 8 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

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SHEET 12 OF 16

MATCH LINE SHEET 11



- LEGEND / ABBREVIATIONS**
- C - CENTERLINE
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 - RBE - ROADWAY BUFFER EASEMENT
 - SF - SQUARE FEET
 - SJAE - SEAWAIST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - PRM - DENOTES PERMANENT REFERENCE MONUMENT
 - 5/8" IRON ROD WITH CAP STAMPED
 - 1/4" W/ W. PRM LB 3501
 - - DENOTES PERMANENT CONTROL POINT
 - ⊠ - 1/4 SECTION CORNER
 - ✱ - SECTION CORNER

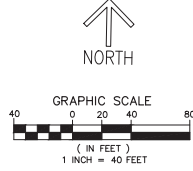
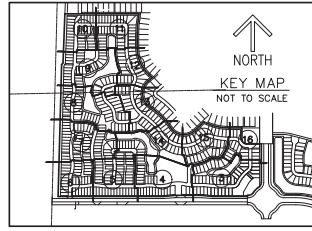
MATCH LINE SHEET 13

AVENIR - POD 16

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE 6, AVENIR - POD 15, AS RECORDED IN PLAT BOOK 134 PAGE 179, TOGETHER WITH A PORTION OF TRACT RBE 4, AVENIR - SPRING ROAD 6, AS RECORDED IN PLAT BOOK 135 PAGE 189, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 8 AND 9, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

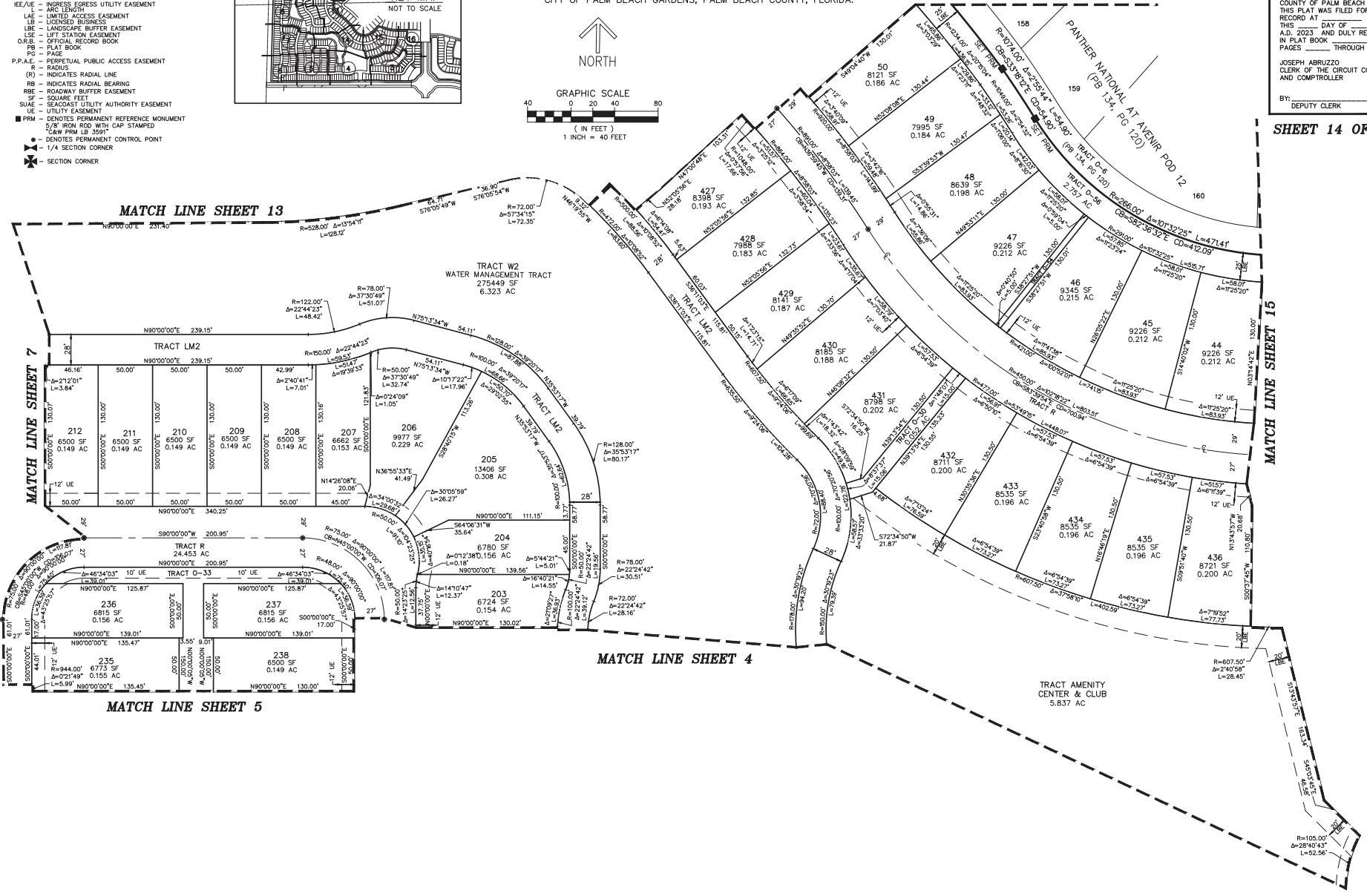
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 - PRM = DENOTES PERMANENT REFERENCE MONUMENT
 - 5/8" IRON ROD WITH CAP STAMPED "C&W FROM LB 5591"
 - = DENOTES PERMANENT CONTROL POINT
 - ✱ = 1/4 SECTION CORNER



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SHEET 14 OF 16



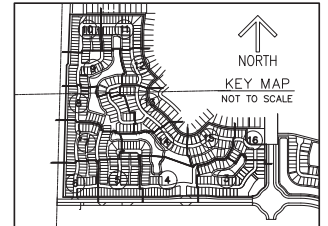
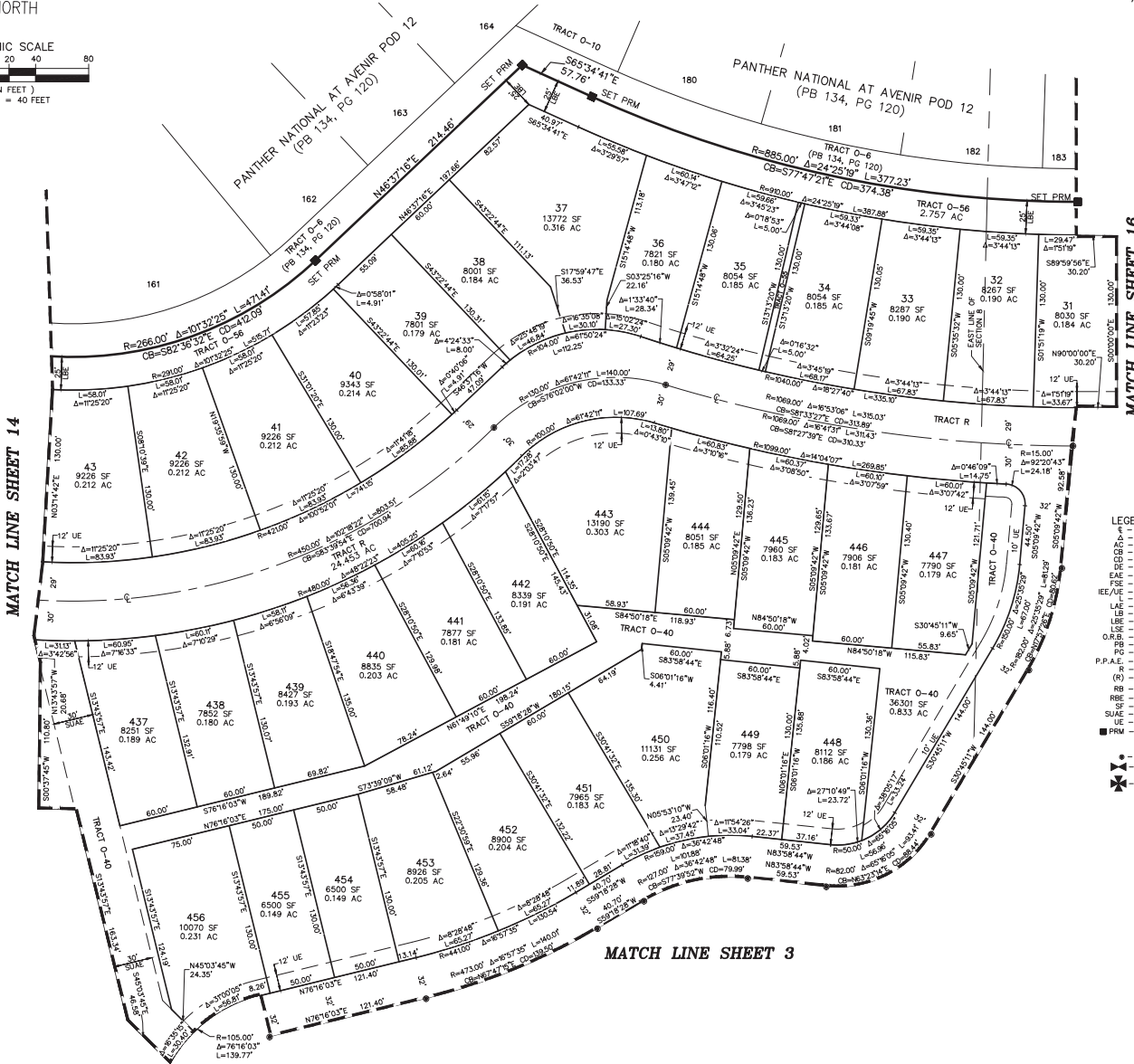
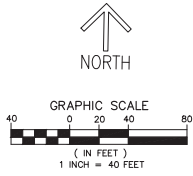
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SHEET 15 OF 16



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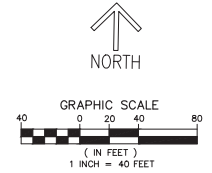
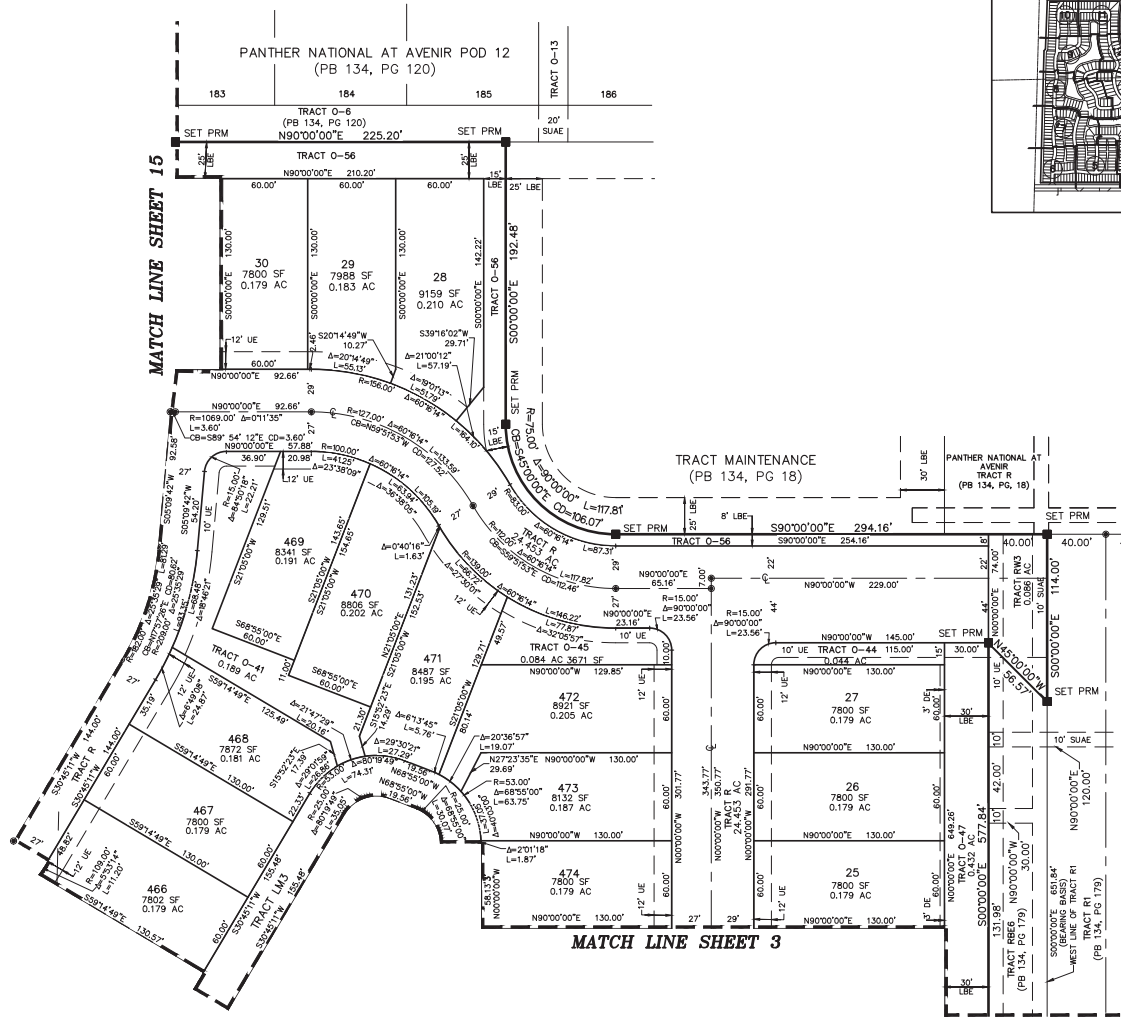
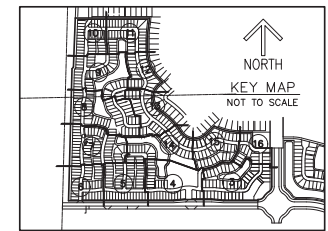
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THIS INSTRUMENT PREPARED BY
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AVENIR – POD 18

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4, AVENIR, POD 20, AS RECORDED IN PLAT BOOK 134 PAGE 113, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 16 AND 17, TOWNSHIP 42 30TH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

DEDICATIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, OWNERS OF THE LAND SHOWN HEREON AS "AVENIR – POD 18", BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4, AVENIR, POD 20, AS RECORDED IN PLAT BOOK 134 PAGE 113, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 16 AND 17, TOWNSHIP 42 30TH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

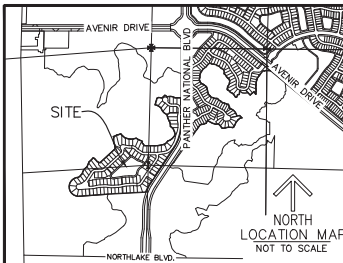
COMMENCING AT THE NORTHEAST CORNER OF CONSERVATION AREA TRACT C-2; THENCE S00°00'00"E, A DISTANCE OF 537.50 FEET; TO THE POINT OF BEGINNING; THENCE S00°00'00"E, A DISTANCE OF 345.79 FEET; THENCE N00°00'00"E, A DISTANCE OF 46.57 FEET; THENCE S00°00'00"E, A DISTANCE OF 130.00 FEET; THENCE N45°00'00"E, A DISTANCE OF 56.57 FEET; THENCE S00°00'00"E, A DISTANCE OF 201.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 460.00 FEET; THENCE S00°00'00"E, A DISTANCE OF 180.00 FEET; THENCE S00°00'00"E, A DISTANCE OF 539.47 FEET; THENCE S33°26'47"W, A DISTANCE OF 228.72 FEET; THENCE N11°33'13"W, A DISTANCE OF 56.57 FEET; THENCE S33°26'47"W, A DISTANCE OF 47.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1080.00 FEET; THENCE S00°00'00"E, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 120°10'5", A DISTANCE OF 226.54 FEET; THENCE S86°55'35"W, A DISTANCE OF 846.07 FEET; THENCE S85°01'07"W, A DISTANCE OF 623.65 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 235.00 FEET; WHERE A RADIAL LINE BEARS N07°23'50"W, THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 182°20'15", A DISTANCE OF 689.00 FEET; THENCE N55°17'11"E, A DISTANCE OF 471.15 FEET; THENCE N03°05'50"E, A DISTANCE OF 16.72 FEET; THENCE N46°45'45"E, A DISTANCE OF 44.89 FEET; THENCE N27°09'50"E, A DISTANCE OF 87.82 FEET; THENCE N35°20'18"E, A DISTANCE OF 31.78 FEET; THENCE N47°18'27"E, A DISTANCE OF 81.08 FEET; THENCE N21°51'20"E, A DISTANCE OF 103.85 FEET; THENCE N47°55'12"E, A DISTANCE OF 75.71 FEET; THENCE N47°54'45"E, A DISTANCE OF 55.36 FEET; THENCE S71°03'40"E, A DISTANCE OF 25.85 FEET; THENCE S50°26'21"E, A DISTANCE OF 23.06 FEET; THENCE S42°13'54"E, A DISTANCE OF 85.24 FEET; THENCE S87°39'01"E, A DISTANCE OF 56.72 FEET; THENCE N47°26'50"E, A DISTANCE OF 454.14 FEET; THENCE N04°59'45"W, A DISTANCE OF 63.48 FEET; THENCE N24°29'40"W, A DISTANCE OF 40.70 FEET; THENCE N07°36'52"W, A DISTANCE OF 78.36 FEET; THENCE N08°34'02"E, A DISTANCE OF 54.40 FEET; THENCE N31°13'06"W, A DISTANCE OF 22.68 FEET; THENCE N69°17'41"E, A DISTANCE OF 54.09 FEET; THENCE N60°32'16"E, A DISTANCE OF 35.16 FEET; THENCE N78°08'38"E, A DISTANCE OF 31.23 FEET; THENCE N69°17'09"E, A DISTANCE OF 49.85 FEET; THENCE N89°00'00"E, A DISTANCE OF 16.19 FEET; THENCE S35°16'38"E, A DISTANCE OF 32.28 FEET; THENCE S48°36'41"E, A DISTANCE OF 41.76 FEET; THENCE S48°36'42"E, A DISTANCE OF 45.79 FEET; THENCE S72°40'08"E, A DISTANCE OF 78.45 FEET; THENCE S48°36'41"E, A DISTANCE OF 47.77 FEET; THENCE N89°00'00"E, A DISTANCE OF 59.51 FEET; THENCE N74°09'48"E, A DISTANCE OF 72.83 FEET; THENCE S50°33'39"E, A DISTANCE OF 53.73 FEET; THENCE S66°18'18"E, A DISTANCE OF 158.60 FEET; THENCE S19°24'36"W, A DISTANCE OF 31.67 FEET; THENCE S42°40'02"E, A DISTANCE OF 37.60 FEET; THENCE S34°18'12"E, A DISTANCE OF 34.65 FEET; THENCE S66°18'21"E, A DISTANCE OF 20.48 FEET; THENCE S89°39'47"E, A DISTANCE OF 229.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 570.00 FEET; THENCE EASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 223°33'42", A DISTANCE OF 624.49 FEET; THENCE N41°33'06"E, A DISTANCE OF 83.97 FEET; THENCE N69°17'09"E, A DISTANCE OF 50.49 FEET; THENCE N53°03'02"E, A DISTANCE OF 60.27 FEET; THENCE N41°33'49"E, A DISTANCE OF 71.53 FEET; THENCE N23°49'42"E, A DISTANCE OF 42.42 FEET; THENCE N10°29'06"W, A DISTANCE OF 14.16 FEET; THENCE N25°02'06"W, A DISTANCE OF 81.17 FEET; THENCE N42°40'03"W, A DISTANCE OF 48.48 FEET; THENCE N53°03'01"W, A DISTANCE OF 40.09 FEET; THENCE N16°59'06"W, A DISTANCE OF 8.39 FEET; THENCE N02°20'09"W, A DISTANCE OF 36.35 FEET; THENCE N12°54'01"W, A DISTANCE OF 44.14 FEET; THENCE N42°40'03"W, A DISTANCE OF 82.13 FEET; THENCE N24°49'42"E, A DISTANCE OF 42.42 FEET; THENCE N14°42'44"W, A DISTANCE OF 79.54 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 210.00 FEET, WHERE A RADIAL LINE BEARS N05°28'57"E, THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 182°20'15", A DISTANCE OF 201.79 FEET; THENCE N50°26'26"W, A DISTANCE OF 45.67 FEET; THENCE N61°21'17"W, A DISTANCE OF 61.33 FEET; THENCE N74°46'50"W, A DISTANCE OF 40.28 FEET; THENCE N19°24'36"W, A DISTANCE OF 32.28 FEET; THENCE N09°50'26"E, A DISTANCE OF 44.56 FEET; THENCE N50°26'26"W, A DISTANCE OF 44.52 FEET; THENCE N14°02'36"E, A DISTANCE OF 46.69 FEET; THENCE N65°38'14"E, A DISTANCE OF 44.56 FEET; THENCE S81°17'12"E, A DISTANCE OF 73.39 FEET; THENCE N47°26'50"E, A DISTANCE OF 49.67 FEET; THENCE N41°33'53"E, A DISTANCE OF 34.08 FEET; THENCE S79°22'23"E, A DISTANCE OF 22.02"E, THENCE N18°21'21"E, A DISTANCE OF 47.28 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 210.00 FEET, WHERE A RADIAL LINE BEARS S72°00'15"E, THENCE EASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 494°21", A DISTANCE OF 178.70 FEET; THENCE N90°00'00"E, A DISTANCE OF 137.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.531 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

- TRACT "A", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR – POD 18 NEIGHBORHOOD ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE ACCESS, ROADWAY, PARKING, SIDEWALK, DRAINAGE, STORMWATER, GATE UTILITY AND RELATED PURPOSES. SAID TRACT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS, AN EASEMENT OVER TRACTS "B" AND "C", AS SHOWN HEREON, IS HEREBY DEDICATED TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNER, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY OR THE CITY OF PALM BEACH GARDENS.
- TRACTS "B#1" AND "B#2", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, ROADWAY, DRAINAGE, UTILITY AND RELATED PURPOSES. SAID TRACTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. THE CITY OF PALM BEACH GARDENS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE WITH RESPECT TO TRACTS "B#1" AND "B#2" AS SHOWN HEREON, IS HEREBY DEDICATED TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNER, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY AND WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- TRACT "C", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC ACCESS, STORM WATER MANAGEMENT AND DRAINAGE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- TRACT "D", AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO THE ADJOINING STORM WATER MANAGEMENT TRACT FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES AND LANDSCAPING MAY BE PERMITTED WITHIN SAID TRACT AS APPROVED BY OR WITH PRIOR WRITTEN CONSENT OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF PALM BEACH GARDENS.
- TRACTS "PARK-1" AND "PARK-2" AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR – POD 18 NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, MAIL KIOSK, PARKING, PARK AND RECREATIONAL PURPOSES, ALONG WITH THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF DRAINAGE LINES THEREIN, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- TRACTS "D-1" THROUGH "D-18", INCLUSIVE, AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR – POD 18 NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, LANDSCAPING, SIDEWALKS AND OTHER STRUCTURES, DRAINAGE AND UTILITY PURPOSES, ACCESS TO FIRE SAFETY EASEMENT, AND FOR ACCESS TO THE ADJOINING STORM WATER MANAGEMENT TRACTS BY THE AVENIR COMMUNITY DEVELOPMENT DISTRICT FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATIONS THEREOF. A LANDSCAPE BUFFER EASEMENTS DESIGNATED AS "LBE", OVER A PORTION OF TRACT "D-1" AS SHOWN HEREON, IS HEREBY DEDICATED TO AVENIR – POD 18 NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES. LANDS ENCUMBERED BY SAID EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- THE UTILITY EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "UE", ARE HEREBY DEDICATED IN PERPETUITY TO ALL GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES TO INSTALL, OPERATE AND MAINTAIN THEIR RESPECTIVE FACILITIES. SUCH UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES BY AV BROADBAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, SUCH CABLE TELEVISION COMPANY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. SUCH CONSTRUCTION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE, AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. LANDS ENCUMBERED BY SUCH EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LAND OWNER, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- THE LANDSCAPE BUFFER EASEMENTS DESIGNATED AS "LBE", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF ACCESS, CONTROL, AND JURISDICTION FOR FIRE SAFETY, STRUCTURES, MAINTENANCE RESPONSIBILITY OF THE OWNERS THEREOF, THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES MAY BE PERMITTED WITHIN SAID EASEMENTS AS APPROVED OR WITH PRIOR WRITTEN CONSENT OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AND THE CITY OF PALM BEACH GARDENS.
- DRAINAGE EASEMENTS DESIGNATED AS "DE", AS SHOWN HEREON, ARE HEREBY RESERVED FOR AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR STORMWATER MANAGEMENT AND DRAINAGE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- THE FIRE SAFETY ACCESS EASEMENT, AS SHOWN HEREON AND DESIGNATED AS "FSE", IS HEREBY DEDICATED IN PERPETUITY TO THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF ACCESS, CONTROL, AND JURISDICTION FOR FIRE SAFETY, STRUCTURES, FENCING OR VEGETATION, OTHER THAN SOD, ARE PROHIBITED WITHIN THE EASEMENT. RETAINING WALLS WILL BE ALLOWED WITHIN THE EASEMENT. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID AVENIR COMMUNITY DEVELOPMENT DISTRICT WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- RETAINING WALL ACCESS EASEMENT, AS SHOWN HEREON, AND DESIGNATED AS "RWAE", IS HEREBY DEDICATED TO AVENIR – POD 18 NEIGHBORHOOD ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF RETAINING WALLS, YARD DRAINAGE AND UTILITIES AND FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATIONS THEREOF. AND ARE THE PERPETUAL OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.
- SEACOAST UTILITY AUTHORITY EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "SUA", ARE HEREBY DEDICATED IN PERPETUITY TO SEACOAST UTILITY AUTHORITY, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF WATER AND SEWER FACILITIES. LANDS ENCUMBERED BY SAID EASEMENT SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE UNDERLYING LANDOWNER, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO SEACOAST UTILITY AUTHORITY AND WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS.

THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2023



AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
COUNTY OF MIAMI-DADE)

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE PRESIDENT AND ION BEHALF OF AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THIS _____ DAY OF _____, 2023.

WITNESS: _____
PRINT NAME: _____
BY: E. DANIEL LOPEZ
VICE PRESIDENT

AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
COUNTY OF MIAMI-DADE)
ACKNOWLEDGMENT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY E. DANIEL LOPEZ, VICE PRESIDENT, ON BEHALF OF AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS _____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____
NOTARY PUBLIC
PRINT NAME

TITLE CERTIFICATION:
STATE OF FLORIDA)
COUNTY OF PALM BEACH)
I, TYRONE T. BONARD, ESQ., A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HERON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON, AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.
DATED: _____
TYRONE T. BONARD, ESQ.,
ATTORNEY AT LAW
FLORIDA BAR #49295
FOR THE FIRM OF GUNSTER, YONKLEY & STEWART, P.A.

SURVEY NOTES:

- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE CONCODE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
- BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT CITY OF PALM BEACH GARDENS ZONING REGULATIONS.
- NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON AN EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
- BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF SOUTH 00°00'00" EAST ALONG THE WEST LINE OF TRACT RBE4, AVENIR – POD 20, AS RECORDED IN PLAT BOOK 134 PAGE 113, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- LINE INTERSECTING CURVES ARE NON-RADIAL UNLESS SHOWN OTHERWISE.
- "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
- ALL INSTRUMENTS SHOWN ON THIS PLAT ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

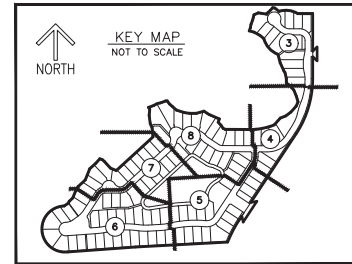
SURVEYOR'S CERTIFICATE:
THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ACCORDING TO SEC. 177.09(1), F.S. HAVE BEEN PLACED AND POINTS (P.C.P.'S) ACCORDING TO SEC. 177.09(6) HAVE BEEN PLACED AS REQUIRED BY LAW AND THAT MONUMENTS AND PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF PALM BEACH GARDENS FOR THE REQUIRED IMPROVEMENTS, AND FURTHER, THAT THE PLAT AND SURVEY DATA COMPLETES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, PLATING, FLORIDA STATUTES, AS AMENDED.
DATED: _____
RONNIE L. FURNISS
PROFESSIONAL SURVEYOR MAPPER #6272
STATE OF FLORIDA
CAULFIELD AND WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
(561)392-1991
CERTIFICATION OF AUTHORIZATION NO. LB 3591
SURVEYOR

SHEET 1 OF 8
CLERK

AVENIR – POD 18

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4, AVENIR – POD 20, AS RECORDED IN PLAT BOOK 134 PAGE 113, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 16 AND 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
 RONNIE L. FURNISS
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS – ENGINEERS – PLANNERS
 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 – (561)392-1991
 CERTIFICATE OF AUTHORIZATION NO. LB3591
 SEPTEMBER 2023



SHEET 2 OF 8

AVENIR COMMUNITY DEVELOPMENT DISTRICT
 STATE OF FLORIDA
 COUNTY OF MIAMI-DADE)

IN WITNESS WHEREOF, THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED AND EXISTING PURSUANT TO CHAPTER 190, FLORIDA STATUTES, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY THE CHAIRMAN OF ITS BOARD OF SUPERVISORS, THIS ____ DAY OF _____, 2023.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

WITNESS: _____
 PRINT NAME _____ BY: VIRGINIA CEPERO
 CHAIRMAN

WITNESS: _____
 PRINT NAME _____

AVENIR COMMUNITY DEVELOPMENT DISTRICT
 ACKNOWLEDGEMENT:
 STATE OF FLORIDA)
 COUNTY OF MIAMI-DADE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2023, BY VIRGINIA CEPERO, CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, WHO IS ____ PERSONALLY KNOWN TO ME OR HAS PRODUCED ____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2023.

MY COMMISSION EXPIRES: _____
 NOTARY PUBLIC
 COMMISSION NUMBER: _____
 PRINT NAME _____

AVENIR – POD 18 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT.

IN WITNESS WHEREOF, THE ABOVE NAMED AVENIR – POD 18 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, HEREBY ACCEPTS THE DEDICATIONS TO SAID ASSOCIATION AS STATED HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON AND HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT, THIS ____ DAY OF _____, 2023.

AVENIR – POD 18 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT.

WITNESS: _____
 BY: MANUEL M. MATO
 PRESIDENT

WITNESS: _____

AVENIR – POD 18 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT.

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

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2023, BY MANUEL M. MATO, PRESIDENT, ON BEHALF OF AVENIR – POD 18 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, ON BEHALF OF THE AVENIR – POD 18 NEIGHBORHOOD ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, WHO IS ____ PERSONALLY KNOWN TO ME OR HAS PRODUCED ____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2023.

MY COMMISSION EXPIRES: _____
 NOTARY PUBLIC
 COMMISSION NUMBER: _____
 PRINT NAME _____

MORTGAGEE'S JOINDER AND CONSENT:

STATE OF FLORIDA)
 COUNTY OF MIAMI-DADE)

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 32576, AT PAGE 1386, AS AMENDED, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT THIS ____ DAY OF _____, 2023.

AVENIR HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____
 BY: _____
 NAME DAVID SERVANSKY
 TITLE PRESIDENT

WITNESS: _____

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

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2023, BY DAVID SERVANSKY, PRESIDENT, ON BEHALF OF AVENIR HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS ____ PERSONALLY KNOWN TO ME OR HAS PRODUCED ____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2023.

MY COMMISSION EXPIRES: _____
 NOTARY PUBLIC
 COMMISSION NUMBER: _____
 PRINT NAME _____

CITY OF PALM BEACH GARDENS APPROVAL OF PLAT:
 STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS ____ DAY OF _____, 2023.

BY: _____
 NAME: CHELSEA REED
 MAYOR

ATTEST: _____
 PATRICIA SNIDER, CMC
 CITY CLERK

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS ____ DAY OF _____, 2023.

BY: _____
 TODD ENGLE, P.E.
 CITY ENGINEER

CERTIFICATE OF REVIEW BY CITY'S SURVEYOR:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.08(1) OF THE FLORIDA STATUTES AND THE ORDINANCES OF THE CITY OF PALM BEACH GARDENS. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR THE FIELD VERIFICATION OF MONUMENTS AT LOT CORNERS.

THIS ____ DAY OF _____, 2023.

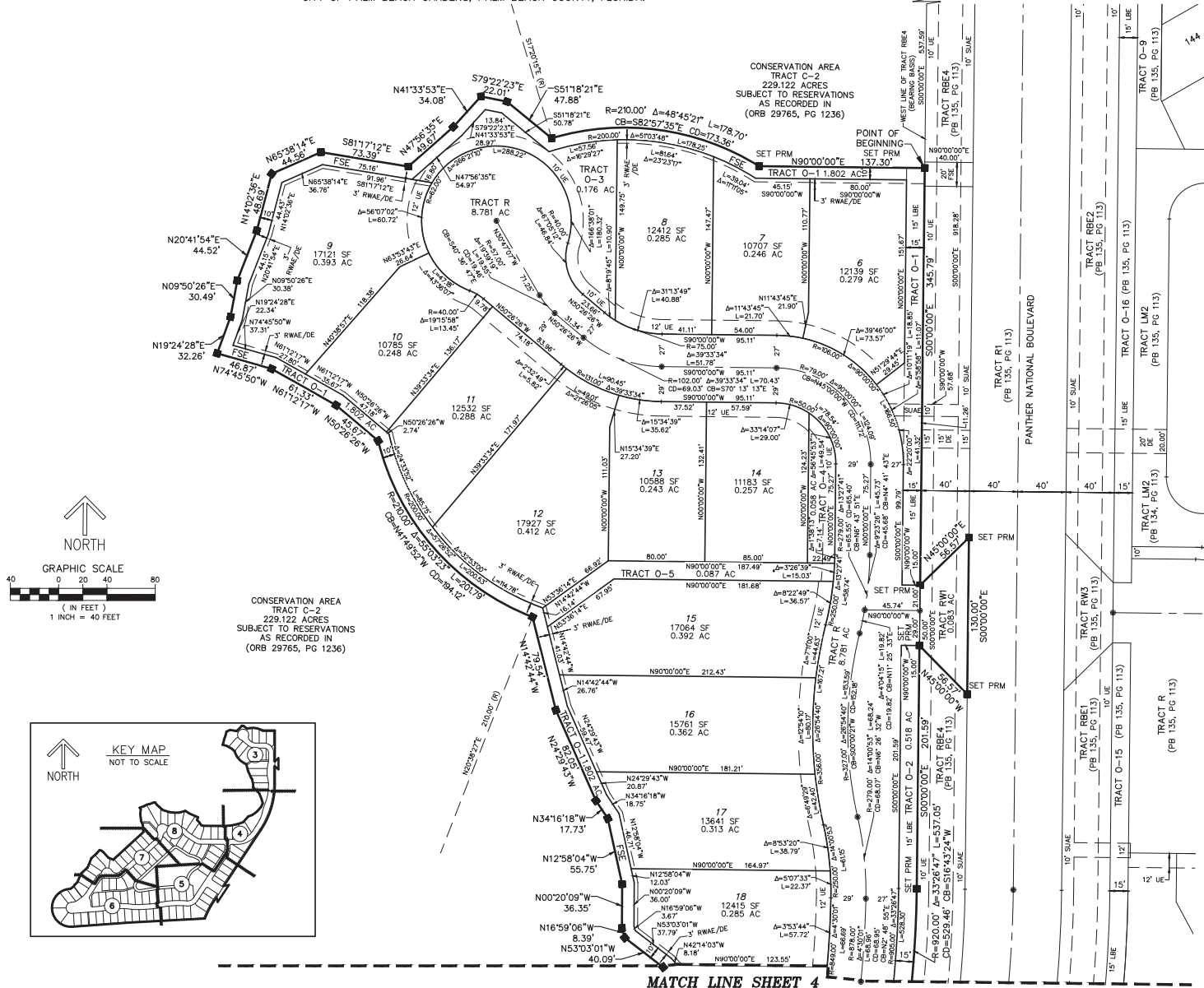
PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA
 CERTIFICATE NO. _____

CITY OF PALM BEACH GARDENS CITY OF PALM BEACH GARDENS REVIEWING
 ENGINEER SURVEYOR

AVENIR - POD 18

BEING A REPLAT OF A PORTION OF PARCEL A-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, TOGETHER WITH A PORTION OF TRACT RBE4, AVENIR - POD 20, AS RECORDED IN PLAT BOOK 134 PAGE 113, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTIONS 16 AND 17, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

POINT OF COMMENCEMENT
THE NORTHEAST CORNER
OF CONSERVATION
AREA TRACT C-2



SHEET 3 OF 8

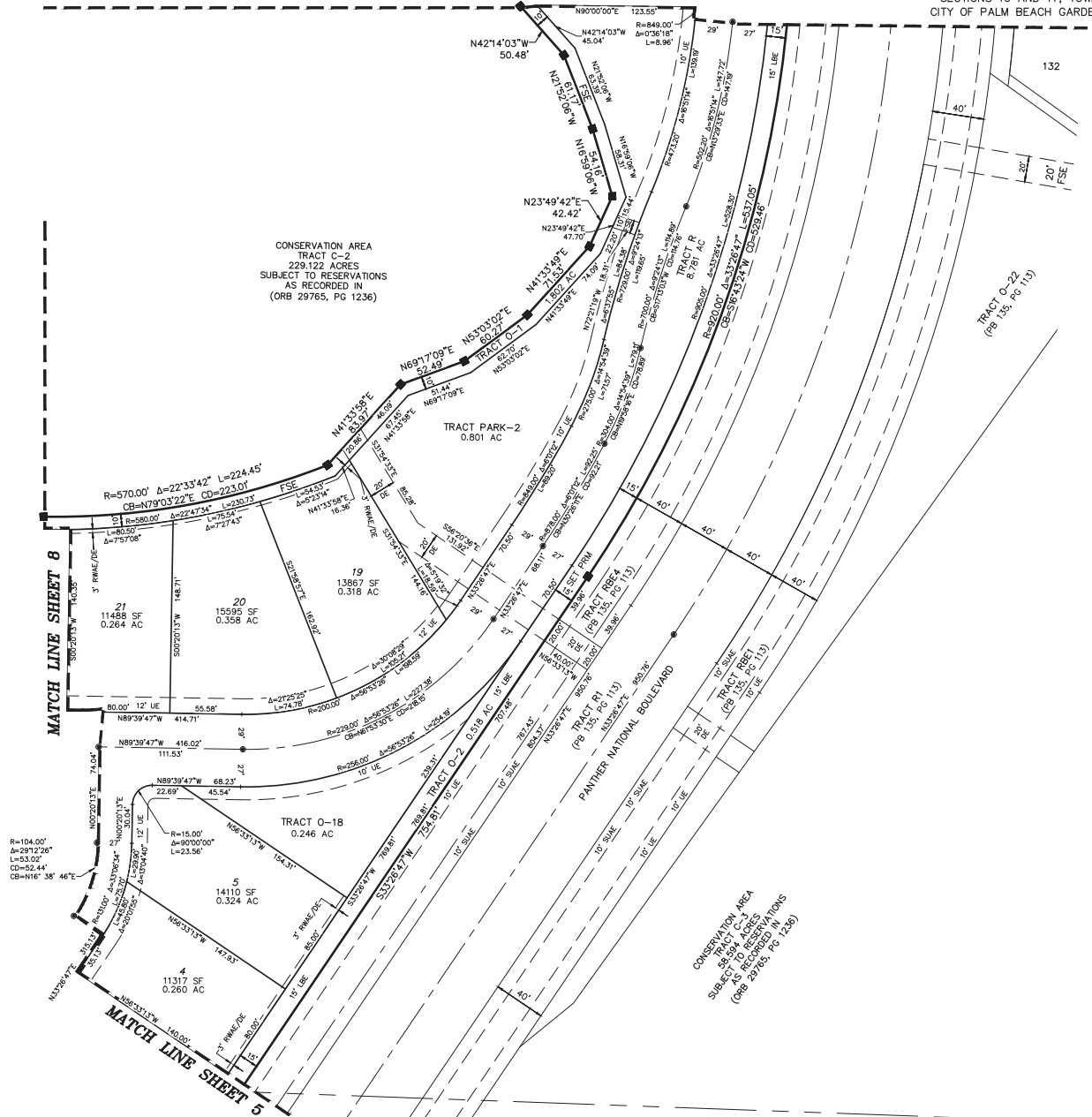
THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD and WHEELER, INC.
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
SEPTEMBER 2023

- LEGEND/ABBREVIATIONS**
- CL - CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - ASB - ARC BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - FSAE - FIRE SAFETY ACCESS EASEMENT
 - LA - LIMITED ACCESS EASEMENT
 - LB - LICENSED BUSINESS
 - LE - LANDSCAPE BUFFER EASEMENT
 - LEA - LIMITED ACCESS EASEMENT
 - LEP - LIFT STATION EASEMENT
 - OR - OFFICIAL RECORD BOOK
 - PG - PLAT BOOK
 - PAGE - PAGE
 - P.P.A.E. - PERPETUAL PUBLIC ACCESS EASEMENT
 - R - RADUS
 - (R) - INDICATES RADIAL LINE
 - RB - INDICATES RADIAL BEARING
 - RE - ROADWAY BUFFER EASEMENT
 - RWAE - RETAINING WALL ACCESS EASEMENT
 - SF - SQUARE FEET
 - SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - ◆ - DENOTES PERMANENT REFERENCE MONUMENT
 - ◆ - 5/8" IRON ROD WITH CAP STAMPED
 - ◆ - 1/4 SECTION CORNER
 - ◆ - QUOTES PERMANENT CONTROL POINT
 - ◆ - SECTION CORNER

AVENIR - POD 18

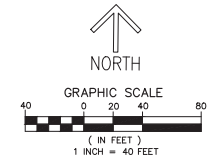
MATCH LINE SHEET 3

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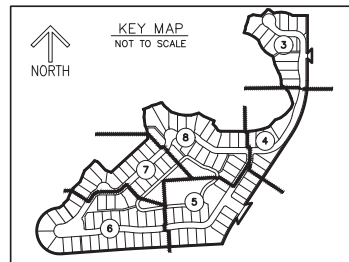


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SHEET 4 OF 8



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 - ✱ - SECTION CORNER

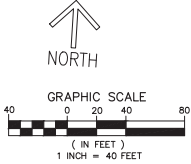
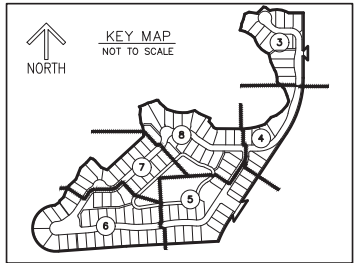


AVENIR - POD 18

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 - 5/8" IRON ROD WITH CAP STAMPED C&W P.B. 3591
 - DENOTES PERMANENT CONTROL POINT
 - ✱ - SECTION CORNER



NORTH

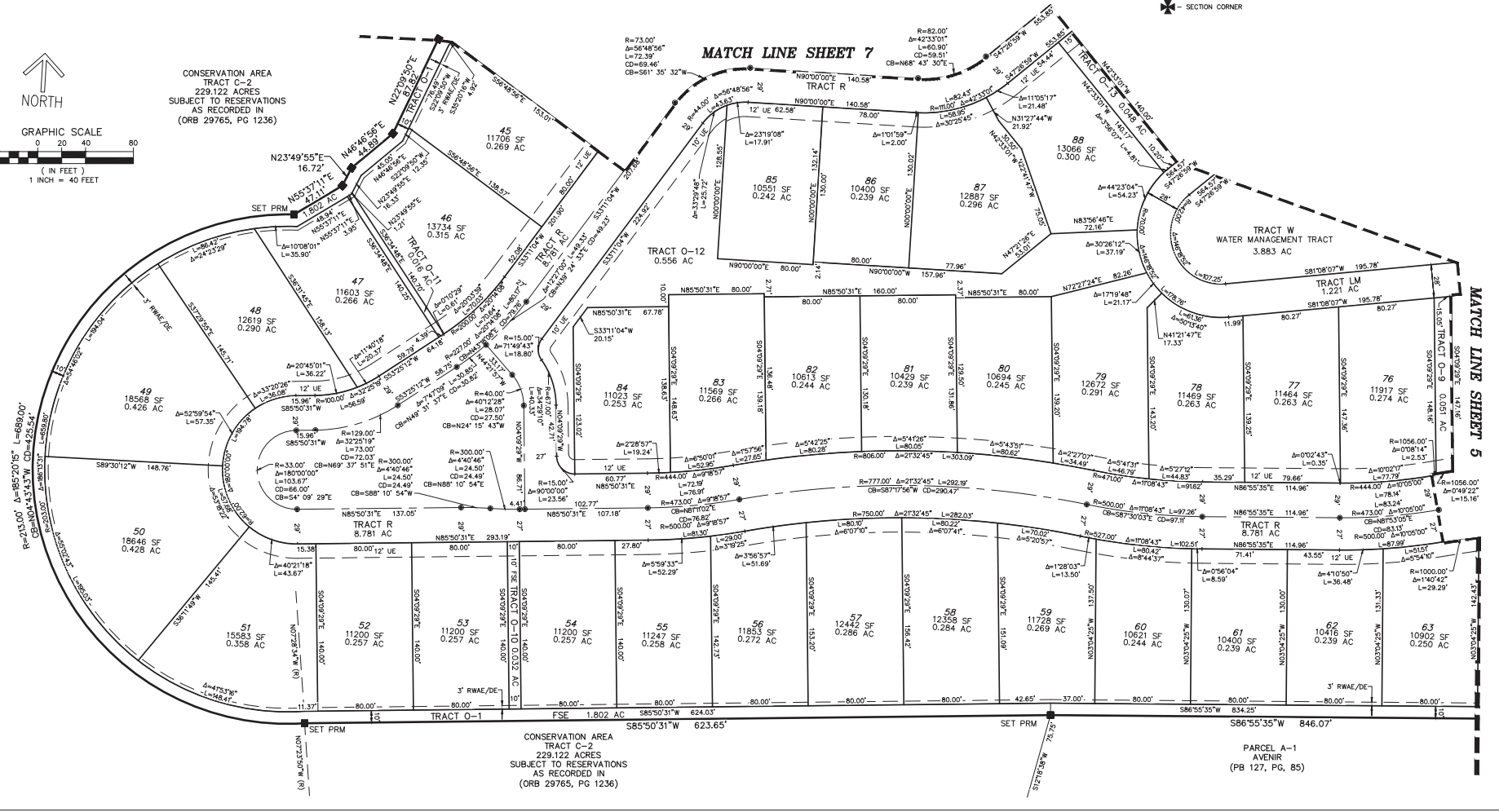
GRAPHIC SCALE

(IN FEET)
 0 20 40 80
 1 INCH = 40 FEET

CONSERVATION AREA
 TRACT C-2
 229.122 ACRES
 SUBJECT TO RESERVATIONS
 AS RECORDED IN
 (ORB 29765, PG 1236)

MATCH LINE SHEET 7

MATCH LINE SHEET 5



CONSERVATION AREA
 TRACT C-2
 229.122 ACRES
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PARCEL A-1
 AVENIR
 (PB 127, PG. 85)

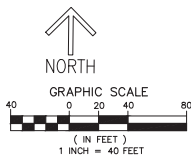
SHEET 6 OF 8

AVENIR - POD 18

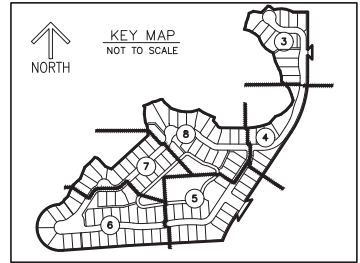
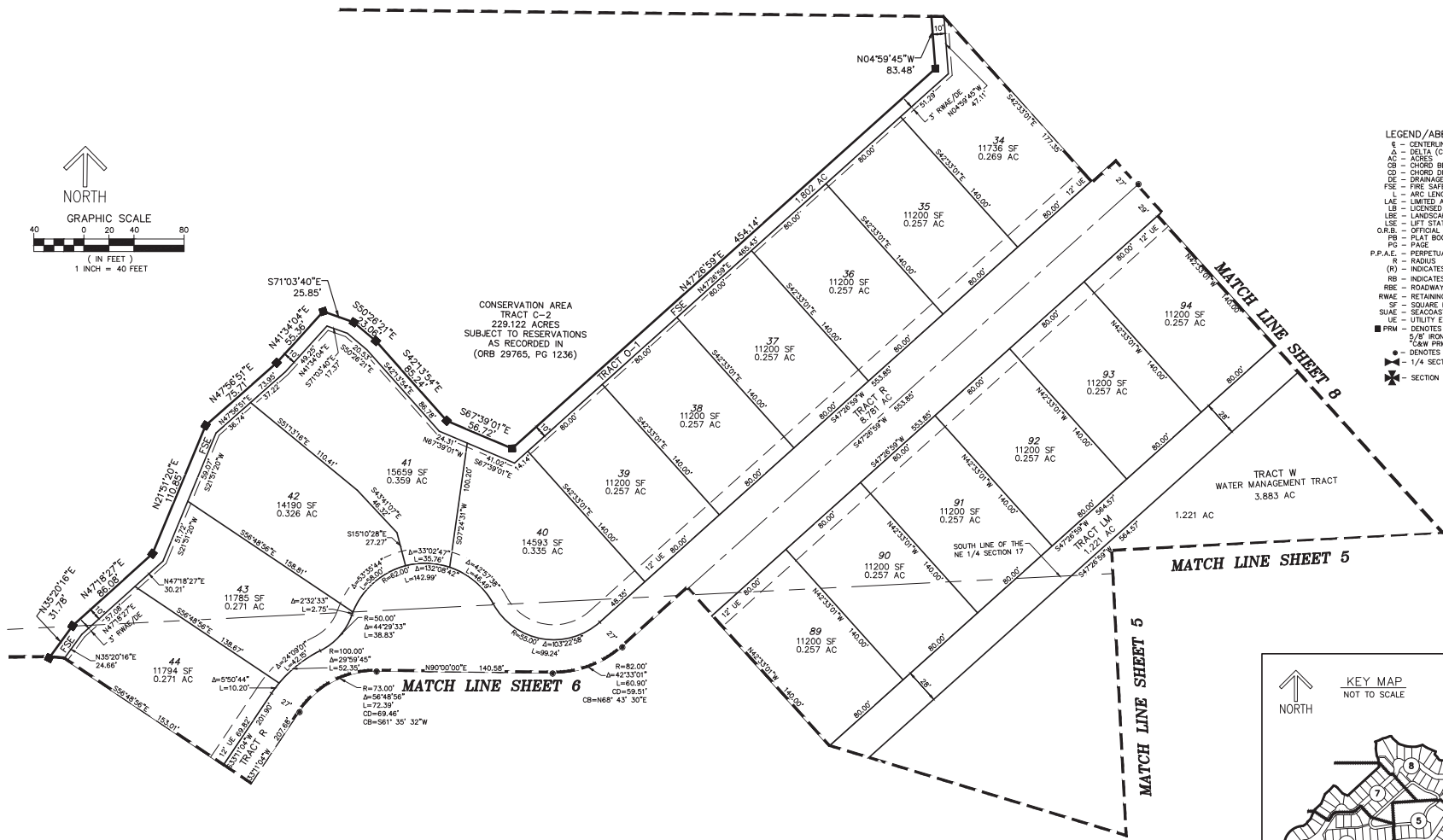
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SHEET 7 OF 8



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 - 5/8" IRON ROD WITH CAP STAMPED
 - CBW PRM LB 3591
 - - DENOTES PERMANENT CONTROL POINT
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 - ✱ - SECTION CORNER

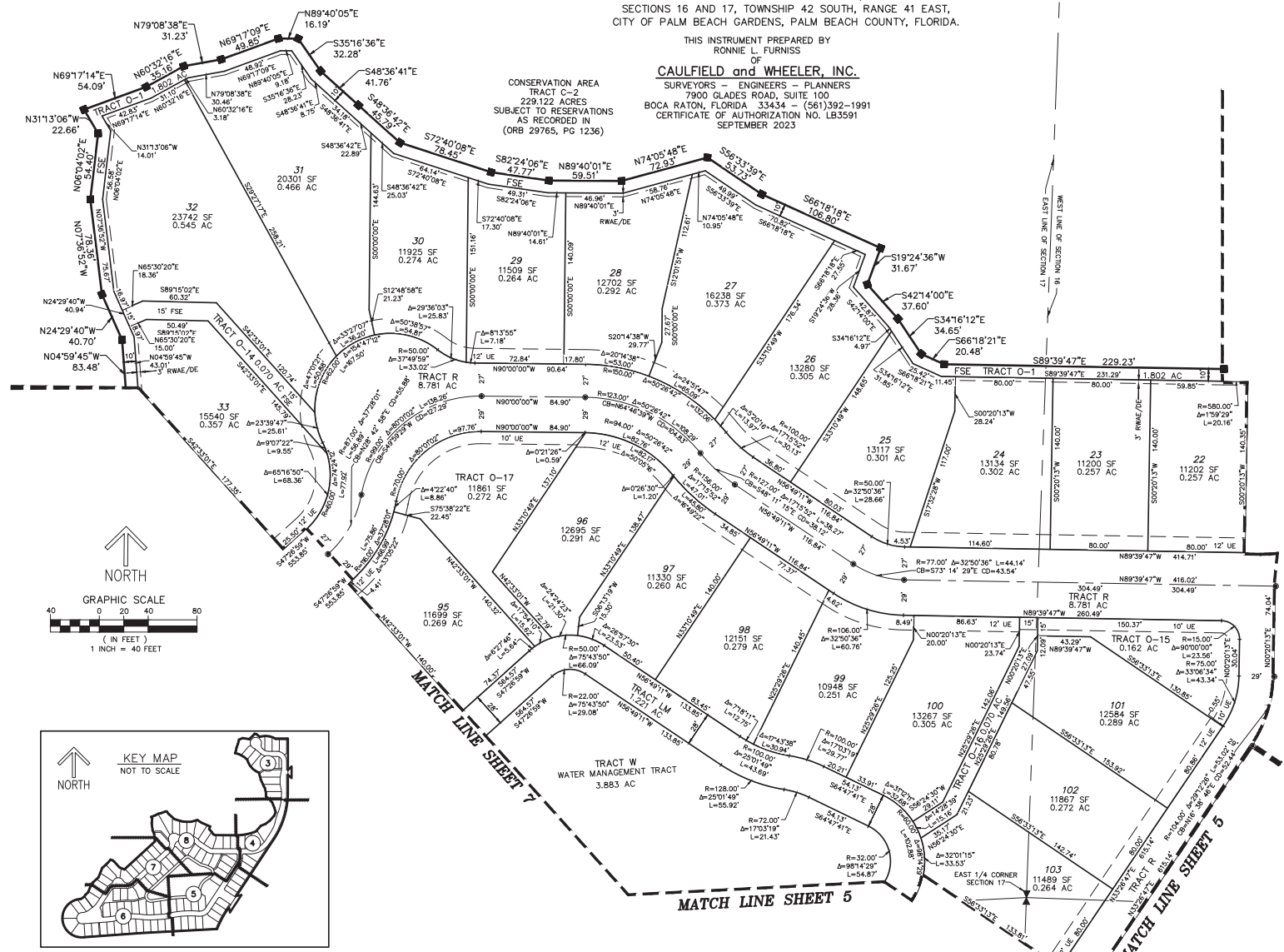


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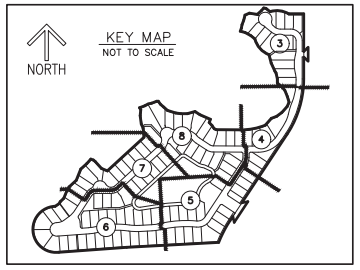
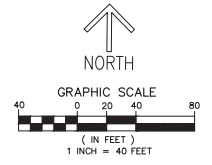
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CONSERVATION AREA
 TRACT C-2
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 - ⊕ - 1/4 SECTION CORNER
 - ⊗ - SECTION CORNER





*Monthly Managers Report
September 28, 2023*

Date of Report: 9/20/2023

Submitted by: Richard Salvatore

- **Completed Tasks**
 - Removal of a dead tree along pickleball fence by Arizosa Brothers
 - Replacement of missing/washed away grass along walkways.
 - Repair of broken irrigation line, causing flooding along walkways to pool deck.
 - “Random” site visit from Florida DOH for pool inspection and chemical testing: Passed inspection.

- **Ongoing Tasks**
 - Replacement of various dead plant material around walkways, courts, and playgrounds via Arazosa brothers
 - Replacement of dead, dying, or washed-away sod along walkways.
 - The previously approved Aquatics program schedule is being finalized with the vendor; agreement to follow shortly after.
 - Repair of the programming on access control system for the gym double doors, for after-hours access.
 - Installation of a gate-hung “message board” on the Tennis court fence to better advertise the lifestyle programs, and tennis vendor information.

- **Future Items**
 - Addition of the Storage shed near the pump station.
 - Access Control Project
 - Addition of access control on perimeter pool gates for additional safety and security.
 - Addition of access control points on the Pickleball and Tennis gate to eliminate the “lock and key” system currently in place, to stop unauthorized usage.
 - Extended hours are also possible with this system, ex: the early morning crowd can enjoy courts before work.
 - Addition of a gate to close off the tennis court walkway, allowing for only one Access Control touchpoint to access tennis courts.
 - Installation of approved and purchased dog waste stations along Avenir Drive

- **Proposals for consideration**
 - No proposals for consideration at this time.





***Field Operations Manager Report
September 28, 2023***

Date Submitted: 09\20\2023

Submitted by: Jorge Rodriguez

Completed Tasks

- The pool shower has been fixed, the internal valve failed, causing constant leaking.
- The lounges chairs and chairs on the pool deck have been cleaned.
- Pavers with heavy rust stains at the pool deck have been replaced.
- A leak in the accessory fountain, next to the spa, has been repaired.
- The pool deck has been thoroughly pressure washed, including removal of the copper staining beneath the pavilions.
- East and west pavilions have been pressure washed, including thorough cleaning of columns, fans, roof, etc.
- All the outside recessed lighting covers have been removed and cleaned, removing all bugs and webs.

Weekly Projects

- All garbage cans around the clubhouse and Avenir public sidewalks are emptied at least every week, more if needed.
- All garbage cans inside the tennis courts and the pickleball courts are emptied as needed.
- All outside and inside light fixtures are inspected weekly.
- The 6 Clay Tennis Courts have been raked and rolled three times every week
 - Monday, Wednesday, Friday schedule.
- All 8 hard floor Tennis Courts and pickleball courts are blown daily to clean debris.
- All Club House grounds, including pool decks, sidewalks, parking lots, and playgrounds are blown daily.
- The Club House and the Playgrounds are cobwebbed weekly.
 - Spiders and bugs have been a consistent problem on the exterior of the building.
- The playground equipment is pressure washed weekly.
- All pools, splash pad, spa, and fountains are maintained daily to the DOH standards, records are kept.
- All the equipment on both playgrounds is inspected, tightened, and adjusted at least weekly.
- All exterior fans and pavilions are cleaned weekly.

Current and Ongoing Projects:

- Currently, the entire pool deck is being pressure washed.
 - Once completed, all clubhouse sidewalks will be pressure washed.
- The fire pit is currently inoperable; the control board has failed. Awaiting a quote to repair.





Lifestyle Directors Report

Date of Report: 9/20/2023

Submitted by: Patrice Chiamonte

Completed Events:

Laser Tag- Teen Night: Friday, August 25th 8:00 PM-10:00 PM

- Over twenty kids and teenagers participated in the Laser Tag Event. The feedback received was great, and there is a demand for more events for the teen demographic. Light refreshments as well as water and Gatorade were provided.



Magic Night: Friday, September 8th 6:00 PM-7:30 PM

- Magic Night was a smashing success! Over one hundred residents came out to see Magic Jack Maxwell. Everyone enjoyed the show, snacks, and treats that were available for purchase. There were two giveaways during the show: The first lucky winner guessed how many candies were in the jar and received a \$25 gift card. The second lucky winner won the raffle of a \$25 gift card.



Casino Card Night: Monday, September 11, 7:00 PM-10:00 PM

- Ten residents came to participate in Casino Card Night. Casino Fun To Go LLC provided two professional card dealers with two tables. Light refreshments were provided. The residents gave great feedback and want Avenir to host another Casino Night on a larger scale.



Coffee Corner: Saturday, September 16th 9:00 am-10:00 am

- Over thirty residents came on Saturday morning to enjoy coffee and tea provided from Starbucks. The residents mingled and enjoyed this service that the clubhouse offered them.



Upcoming Events:

- Paint Night: Friday, September 22nd
- Tennis & Pickleball Open House: Saturday, September 23rd
- Food Truck Night: Thursday, September 28th
- Pop up Boutique: Sunday, October 1st
- Movie Night: "Adams Family (2019) Friday, October 13th
- Halloween Workshop: Art & Craft DIY, Saturday October 21st and Sunday October 22nd
- Haunted Halloween Bash: Saturday, October 28th
- Paint Night: Friday, November 3rd
- Fall Festival: Saturday, November 18th

