



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
& PUBLIC HEARING'S
JANUARY 23, 2025
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
January 23, 2025
12:30 p.m.

- A. Call to Order
- B. Proof of Publication
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. November 21, 2024, Regular Board Meeting Minutes
- G. Public Hearing
 - 1. Proof of Publication
 - 2. Receive Public Comments on the Levy of Non Ad-Valorem Assessments (Parcel A-10) (A Bonds)
 - 3. Consider Resolution No. 2025-01 – Adopting Non Ad-Valorem Assessments (Parcel A-10) (A Bonds)
- H. Public Hearing
 - 1. Proof of Publication
 - 2. Receive Public Comments on Levy of Non Ad-Valorem Assessments (Parcel A-10) (B Bonds)
 - 3. Consider Resolution No. 2025-02 – Adopting Non Ad-Valorem Assessments (Parcel A-10) (B Bonds)
- I. Public Hearing
 - 1. Proof of Publication
 - 2. Receive Public Comments on the Levy of Non Ad-Valorem Assessments (Parcel A-11) (A Bonds)
 - 3. Consider Resolution No. 2025-03 – Adopting Non Ad-Valorem Assessments (Parcel A-11) (A Bonds)
- J. Public Hearing
 - 1. Proof of Publication
 - 2. Receive Public Comments on the Levy of Non Ad-Valorem Assessments (Parcel A-11) (B Bonds)
 - 3. Consider Resolution No. 2025-04 – Adopting Non Ad-Valorem Assessments (Parcel A-11) (B Bonds)
- K. Public Hearing
 - 1. Proof of Publication
 - 2. Receive Public Comments on the Levy of Non Ad-Valorem Assessments (Parcel A-21) (A Bonds)
 - 3. Consider Resolution No. 2025-05 – Adopting Non Ad-Valorem Assessments (Parcel A-21) (A Bonds)
- L. Public Hearing
 - 1. Proof of Publication
 - 2. Receive Public Comments on the Levy of Non Ad-Valorem Assessments (Parcel A-21) (B Bonds)
 - 3. Consider Resolution No. 2025-06 – Adopting Non Ad-Valorem Assessments (Parcel A-21) (B Bonds)
- M. Old Business

N. New Business

1. Consider Approval of Coconut Boulevard Ext. Consent Agreement
2. Consider Approval of Medical Park Plat
3. Consider Ratification of Revised Construction Agreement Grade Crossing Maintenance Agreement (CSXT)
4. Consider Resolution No. 2025-07 – Registered Agent Change
5. Consider Lake Treatment Proposal
6. Discussion Regarding West Clubhouse
7. Discussion Regarding Beeline Gate
8. Discussion Regarding Roadway Repairs

O. Resident Requests

1. Abductor Machine for Fitness Room
2. Projector and Camera for Clubhouse Meeting Room
3. Sound and Light Abatement for Clubhouse (Shrubs or Fountain)
4. LaTerre Fence Request

P. Change Orders

1. Consider Approval of Pod 18 CO No. 1 – Signature Privacy Wall Contract (\$539,359.56)
2. Consider Approval of Pod 18 CO No. 2 – Jackson Land Development (\$14,469.00)

Q. Clubhouse

1. Clubhouse Management Update
2. Items for Discussion
 - Carpet Cleaning
 - Gutter Installation
 - Holiday Hours
 - Playground Hours
 - Holiday Tree
 - Holiday Staffing
 - Clubhouse Hours
 - Additional Recreational Services Vendors

R. Administrative Matters

S. Board Member Comments

T. Adjourn

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Avenir CDD

2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

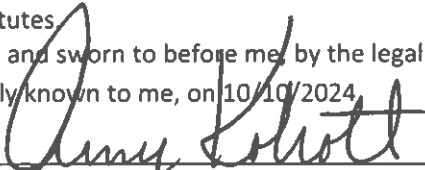
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

10/10/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/10/2024.



Legal Clerk



Notary, State of WI, County of Brown

10-25-26

My commission expires

Publication Cost: \$233.75
Tax Amount: \$0.00
Payment Cost: \$233.75
Order No: 10649537 # of Copies:
Customer No: 1348509 1
PO #: meeting schedule

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

RYAN SPELLER
Notary Public
State of Wisconsin

AVENIR COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
REGULAR MEETING SCHEDULE
NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Avenir Community Development District will hold Regular Board Meetings at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 at 12:30 p.m. on the following dates:

- October 24, 2024
- November 21, 2024
- December 19, 2024
- January 23, 2025
- February 27, 2025
- March 27, 2025
- April 24, 2025
- May 22, 2025
- June 26, 2025
- July 24, 2025
- August 28, 2025
- September 25, 2025

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

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

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

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

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

AVENIR COMMUNITY
DEVELOPMENT DISTRICT
www.avenircdd.org Oct. 10, 2024
No.10649537

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 21, 2024**

A. CALL TO ORDER

The November 21, 2024, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:32 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 Post* on October 13, 2024, as part of the District’s Fiscal Year 2024/2025 Meeting Schedule, as legally required.

Mr. Pierman noted that Rich Cartlidge had been elected to Seat 4 in the general election and had been sworn in prior to the start of the meeting. A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero and Supervisors Rosa Schechter, and Rich Cartlidge, and it was in order to proceed with the meeting.

Mr. Pierman presented Roberto Horowitz’s resignation from Seat 2.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and unanimously passed accepting Mr. Horowitz’s resignation.

A **motion** was then made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed appointing Danny Lopez to Seat 2, which expires in 2026.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed appointing Mitch Kay to Seat 3, which expires in 2028.

Ms. Cepero then tendered her resignation from Seat 1. A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed accepting Ms. Cepero’s resignation.

At this time, Ms. Schechter made a **motion**, seconded by Mr. Lopez and unanimously passed recessing the Regular Board Meeting and opening the Landowners’ Meeting.

The Regular Board Meeting was reconvened at 12:42 p.m.

It was noted that Ms. Cepero was elected to Seat 5, which expires in 2028, and had been sworn in prior to the meeting being reconvened. A new quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero and Supervisors Daniel Lopez, Mitch Kay and Rich Cartlidge, and it was in order to proceed with the meeting.

A **motion** was then made by Ms. Cepero, seconded by Mr. Lopez, and unanimously passed appointing Rosa Schechter to Seat 1, which expires in 2026.

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

Mr. Pierman, Notary Public for the State of Florida, administered the Oath of Office to the new Board Members.

D. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero, Vice Chairperson Rosa Schechter and Supervisors Daniel Lopez Rich Cartlidge and Mitch Kay and it was in order to proceed with the meeting.

Also in attendance were Jason Pierman of Special District Services, Inc.; District Counsel Ascott Cochran of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; District Engineer Carlos Ballbe of Ballbe & Associates (via phone); Developer Rep. Tanya McConnell; and Clubhouse Reps Rick Salvatore and Patrice Chiaramonte.

Also present were Steve Sanford, Bond Counsel, of Greenberg Traurig (via phone); and Andrew Karmeris, Methodology Consultant, of Special District Services, Inc.

E. ELECTION OF OFFICERS

Mr. Pierman explained that, now that a new Board had been installed, it was necessary to elect officers.

Following a brief discussion, a **motion** was made by Mr. Cartlidge, seconded by Mr. Kay, and unanimously passed electing the following slate of officers:

Chair: Virginia Cepero
Vice Chair: Rosa Schechter
Secretary/Treasurer: Jason Pierman
Assistant Secretary: Daniel Lopez
Assistant Secretary: Rich Cartlidge
Assistant Secretary: Mitch Kay

F. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

H. APPROVAL OF MINUTES

1. October 24, 2024, Public Hearing & Regular Board Meeting

The minutes of the October 24, 2024, Public Hearing & Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the minutes of the October 24, 2024, Public Hearing & Regular Board Meeting, as presented.

I. OLD BUSINESS

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

J. NEW BUSINESS

Mr. Pierman noted that, as the Board considers approval of bond documents, it should be noted that they should all be considered in substantial final form. Mr. Pierman explained that there were two bond topics coming before the Board. The first two agenda items address the need to validate additional bonds necessary to fund additional improvements, because the current validation amount is not enough to complete the project. The remaining bond-related agenda items are needed to issue those additional bonds.

1. Consider Master Engineer’s Report (2025 Bond Validation)

Mr. Ballbe presented the Master Engineer’s Report for the 2025 Bond Validation. He noted that the report identifies \$150 Million in infrastructure project costs, which is in addition to the previously validated \$360 Million.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Master Engineer’s Report (2025 Bond Validation), in substantial final form.

2. Consider Resolution No. 2024-14 – Authorizing Validation

Resolution No. 2024-14 was presented, entitled:

RESOLUTION NO. 2024-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$150,000,000 AGGREGATE PRINCIPAL AMOUNT OF AVENIR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, IN ONE OR MORE SERIES, TO PAY ALL OR A PORTION OF THE DESIGN, ACQUISITION, CONSTRUCTION COSTS OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, PUBLIC ROADWAY IMPROVEMENTS, STORMWATER MANAGEMENT AND CONTROL FACILITIES, INCLUDING, BUT NOT LIMITED TO, RELATED EARTHWORK AND ACQUISITION OF INTERESTS IN REAL PROPERTY; WATER AND WASTEWATER SYSTEMS; UNDERGROUNDING DIFFERENTIAL OF UTILITIES; PUBLIC PARKS AND RECREATIONAL FACILITIES; LANDSCAPING, HARDSCAPING, LANDSCAPE BUFFERS, IRRIGATION IN PUBLIC RIGHTS OF WAY AND ENTRANCE FEATURES; WETLANDS MITIGATION AND CONSERVATION AREAS AND RELATED INCIDENTAL COSTS RELATING TO THE DEVELOPMENT OF THE DISTRICT, PURSUANT TO CHAPTER 190,

FLORIDA STATUTES, AS AMENDED; CONFIRMING THE PRIOR APPOINTMENT OF THE TRUSTEE; APPROVING THE USE OF THAT CERTAIN MASTER TRUST INDENTURE DATED AS OF MAY 1, 2018 AND THE PREVIOUSLY VALIDATED FORM OF SUPPLEMENTAL TRUST INDENTURE FOR EACH SERIES OF BONDS AUTHORIZED BY THIS RESOLUTION; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (EXCEPT AS OTHERWISE PROVIDED HEREIN), PALM BEACH COUNTY, FLORIDA, THE CITY OF PALM BEACH GARDENS, FLORIDA, OR OF THE STATE OF FLORIDA OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM SPECIAL ASSESSMENTS LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE PUBLIC IMPROVEMENTS AND SUBJECT TO SPECIAL ASSESSMENTS; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS; PROVIDING FOR OTHER RELATED MATTERS AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Sanford explained that the bonds must be validated by circuit court, and that this resolution authorizes a not-to-exceed amount of \$150 Million to finance the infrastructure identified in the engineer's report. Mr. Sanford also noted that the master trust indenture was applied to all bonds, and that there were still funds remaining from the original \$360 Million that was validated, but that the new bonds being issued will exhaust those funds, plus an additional \$50 Million of the new validation. He again noted that this was a maximum amount being authorized, and recommended approval of the resolution, authorizing the validation to proceed.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution No. 2024-14, as presented.

3. Consider Eight Supplemental Engineer's Report (Parcels A-10, A-11, A-21 Projects)

Mr. Ballbe presented the Eight Supplemental Engineer's Report for Parcels A-10, A-11, A-21. He explained that Parcels A-10 and A-21 were in Assessment Area Two, and Parcel A-11 was in Assessment Area One. He also noted that both taxable and non-taxable bonds were contemplated: \$34,485,925 is non-taxable, \$18,350,000 was previously spent by the developer and will be reimbursed, and \$6,874,725 is taxable.

Mr. Cartlidge asked about the perimeter wall contained in the report. Mr. Ballbe explained that it was outside for sound-abatement and flood protection and would be maintained by the CDD under a future agreement.

Mr. Pierman explained that each Parcel had a methodology, two Declaring Resolutions, and two Resolutions Setting Public Hearings, and suggested that the Board consider them together for the Parcels.

A **motion** was made by Mr. Cartlidge, seconded by Ms. Cepero and passed unanimously approving the Eight Supplemental Engineer's Report (Parcels A-10, A-11, A-21 Projects), in substantial final form.

4. Consider Master Special Assessment Methodology Report (Infrastructure Project Special Assessment Bonds for Assessment Area A-10 Parcel Project)

Mr. Karmeris presented the Methodology Reports for Parcels 10, 11, and 21, noting that Appendix 1 of each report lists the total costs, Appendix 2 contains the bond sizing, Appendix 3 lists the number of units in each Parcel, and Appendix 6 shows the allocation of debt within each Parcel.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero, and unanimously passed approving the Master Special Assessment Methodology Reports for Infrastructure Project Special Assessment Bonds for Assessment Areas A-10, A-11 and A-21 Parcel Projects.

5. Consider Resolution No. 2024-15 – Declaring Special Assessments (Parcel A-10) (A Bonds)

Mr. Pierman presented Resolutions 2024-15, 2024-17, 2024-19, 2024-21, 2024-23, 2024-25, which are the Declaring Resolutions for Parcels 10, 11, and 21, A and B Bonds, as follows:

RESOLUTION NO. 2024-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS (PARCEL A-10 PROJECT – SERIES 2025A BONDS); INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE PARCEL A-10 PROJECT IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE PARTIALLY DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT FOR THE ASSESSMENT AREA TWO - PARCEL A-10 PROJECT AREA; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

RESOLUTION NO. 2024-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS (PARCEL A-10 PROJECT – SERIES 2025B BONDS); INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE PARCEL A-10 PROJECT IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE PARTIALLY DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT FOR THE

ASSESSMENT AREA TWO - PARCEL A-10 PROJECT AREA; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

RESOLUTION NO. 2024-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS (PARCEL A-11 PROJECT – SERIES 2025A BONDS); INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE PARCEL A-11 PROJECT IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE PARTIALLY DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT FOR THE ASSESSMENT AREA ONE - PARCEL A-11 PROJECT AREA; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

RESOLUTION NO. 2024-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS (PARCEL A-11 PROJECT – SERIES 2025B BONDS); INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE PARCEL A-11 PROJECT IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE PARTIALLY DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT FOR THE ASSESSMENT AREA ONE - PARCEL A-11 PROJECT AREA; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

RESOLUTION NO. 2024-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS (PARCEL A-21 PROJECT – SERIES 2025A BONDS); INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE PARCEL A-21 PROJECT IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE PARTIALLY DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT FOR THE ASSESSMENT AREA TWO - PARCEL A-21 PROJECT AREA; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

RESOLUTION NO. 2024-25

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS (PARCEL A-21 PROJECT – SERIES 2025B BONDS); INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE PARCEL A-21 PROJECT IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE PARTIALLY DEFRAIDED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT FOR THE ASSESSMENT AREA TWO - PARCEL A-21 PROJECT AREA; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously adopting Resolution Nos. 2024-15, 2024-17, 2024-19, 2024-21, 2024-23 and 2024-25, as presented.

6. Consider Resolution No. 2024-16 – Setting a Public Hearing on the Levy of Non Ad-Valorem Assessments (Parcel A-10) (A Bonds)

Mr. Pierman presented Resolutions 2024-16, 2024-18, 2024-20, 2024-22, 2024-24, and 2024-26, which set the Public Hearing to levy assessments for Parcels 10, 11, and 21, A and B Bonds for January 23, 2025 at 12:30 p.m., as follows:

RESOLUTION NO. 2024-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD AT 12:30 P.M. ON JANUARY 23, 2025, AT THE OFFICES OF SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, FLORIDA 33410, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY (ASSESSMENT AREA TWO - PARCEL A-10 PROJECT AREA – SERIES 2025A BONDS) WITHIN THE BOUNDARIES OF THE DISTRICT PURSUANT TO CHAPTERS 190, F.S., 170, F.S., AND 197, F.S

RESOLUTION NO. 2024-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD AT 12:30 P.M. ON JANUARY 23, 2025, AT THE OFFICES OF SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, FLORIDA 33410, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY (ASSESSMENT AREA TWO - PARCEL A-10 PROJECT AREA – SERIES 2025B BONDS) WITHIN THE BOUNDARIES OF THE DISTRICT PURSUANT TO CHAPTERS 190, F.S., 170, F.S., AND 197, F.S

RESOLUTION NO. 2024-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD AT 12:30 P.M. ON JANUARY 23, 2025, AT THE OFFICES OF SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, FLORIDA 33410, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY (ASSESSMENT AREA ONE - PARCEL A-11 PROJECT AREA – SERIES 2025A BONDS) WITHIN THE BOUNDARIES OF THE DISTRICT PURSUANT TO CHAPTERS 190, F.S., 170, F.S., AND 197, F.S

RESOLUTION NO. 2024-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD AT 12:30 P.M. ON JANUARY 23, 2025, AT THE OFFICES OF SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, FLORIDA 33410, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY (ASSESSMENT AREA ONE - PARCEL A-11 PROJECT AREA – SERIES 2025B BONDS) WITHIN THE BOUNDARIES OF THE DISTRICT PURSUANT TO CHAPTERS 190, F.S., 170, F.S., AND 197, F.S

RESOLUTION NO. 2024-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD AT 12:30 P.M. ON JANUARY 23, 2025, AT THE OFFICES OF SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, FLORIDA 33410, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY (ASSESSMENT AREA TWO - PARCEL A-21 PROJECT AREA – SERIES 2025A BONDS) WITHIN THE BOUNDARIES OF THE DISTRICT PURSUANT TO CHAPTERS 190, F.S., 170, F.S., AND 197, F.S

RESOLUTION NO. 2024-26

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD AT 12:30 P.M. ON JANUARY 23, 2025, AT THE OFFICES OF SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, FLORIDA 33410, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY (ASSESSMENT AREA TWO - PARCEL A-21 PROJECT AREA – SERIES 2025B BONDS) WITHIN THE BOUNDARIES OF THE DISTRICT PURSUANT TO CHAPTERS 190, F.S., 170, F.S., AND 197, F.S

A **motion** was made by Ms. Cepero, seconded by Mr. Kay and passed unanimously adopting Resolution Nos. 2024-16, 2024-18, 2024-20, 2024-22, 2024-24, and 2024-26, in substantial final form.

- 7. Consider Resolution 2024-17 Declaring Special Assessments (Parcel A-10) (B Bonds)**
- 8. Consider Resolution 2024-18 Setting Public Hearing on the Levy of Non Ad-Valorem Assessments 170.07 FS (Parcel A-10) (B Bonds)**
- 9. Consider Approval of Master Special Assessment Methodology Report (Infrastructure Project Special Assessment Bonds for Assessment Area A-11 Parcel Project)**
- 10. Consider Resolution 2024-19 Declaring Special Assessments (Parcel A-11) (A Bonds)**
- 11. Consider Resolution 2024-20 Setting Public Hearing on the Levy of Non Ad-Valorem Assessments 170.07 F (Parcel A-11) (A Bonds)**
- 12. Consider Resolution 2024-21 Declaring Special Assessments (Parcel A-11) (B Bonds)**
- 13. Consider Resolution 2024-22 Setting Public Hearing on the Levy of Non Ad-Valorem Assessments 170.07 FS (Parcel A-11) (B Bonds)**
- 14. Consider Master Special Assessment Methodology Report (Infrastructure Project Special Assessment Bonds for Assessment Area A-11 Parcel Project)**
- 15. Consider Resolution 2024-23 Declaring Special Assessments (Parcel A-21) (A Bonds)**
- 16. Consider Resolution 2024-24 Setting Public Hearing on the Levy of Non Ad-Valorem**

Assessments 170.07 FS (Parcel A-21) (A Bonds)

17. Consider Resolution 2024-25 Declaring Special Assessments (Parcel A-21) (B Bonds)

18. Consider Resolution 2024-26 Setting Public Hearing on the Levy of Non Ad-Valorem Assessments 170.07 FS (Parcel A-21) (B Bonds)

19. Consider Resolution No. 2024-27 – Adopting a Fiscal Year 2023/2024 Amended Budget

20. Consider Ratification of Avenir Parcel B – Townhomes Plat

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously ratifying the Avenir Parcel B – Townhomes Plat, as presented.

21. Consider Additional Holiday Lighting Services Agreement (Holiday Landscape Lighting 2022) 2nd Amendment

Mr. Pierman explained that the additional lighting was for the Coconut Boulevard entrance holiday lighting.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the additional holiday lighting services agreement (Holiday Landscape Lighting 2022) Second Amendment, as presented.

22. Consider Mulch Proposal (Arazoza)

A **motion** was made by Ms. Schechter, seconded by Mr. Cartlidge and passed unanimously approving the mulch proposal (Arazoza), as presented.

23. Consider Ratification of Midge Treatment (Superior)

Mr. Kay suggested exploring drone spraying options.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously ratifying the midge treatment (Superior), as presented.

24. Consider Fish Stocking Proposal (Superior)

A **motion** was made by Ms. Cartlidge, seconded by Ms. Schechter and passed unanimously approving the fish stocking proposal (Superior), as presented.

25. Consider Land Swap Agreement 2024 (Pod 18)

Ms. Schechter explained that this agreement was needed to clean up Pod 18 ownership allocations.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Land Swap Agreement 2024 (Pod 18), as presented.

26. Consider Approval of 2nd Annual Avenir 5k (March 23, 2025)

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously approving the 2nd Annual Avenir 5k (March 23, 2025), as presented.

27. Consider Mitigation Maintenance Agreement Extension (EW Consultants)

Mr. Pierman explained that the current agreement was based on a calendar year, so a new agreement was needed to extend it to the end of the fiscal year.

A **motion** was made by Ms. Schechter, seconded by Mr. Cartlidge and unanimously passed approving the extension and authorizing staff to create a new agreement.

28. Consider Approval of Tree Replacements (Arazoza)

Mr. Pierman presented the proposal. Mr. Cartlidge suggested that Arazoza did not plant the root ball deep enough and should replace it at their cost. Mr. Pierman agreed to take the item back to Arazoza for review.

K. CHANGE ORDERS

1. Consider CO No. 20 – (Phase Two Earthwork Contract) – (\$289,271.30)

Mr. Ballbe presented Change Order No. 20 (Phase Two Earthwork Contract) for H&J in the amount of \$289,271.30, noting that it was for lake excavation, muck removal, fill, lake bank repairs, berms, and lift station flood protection. Following discussion, it was noted that the erosion costs should be maintenance, so \$7,248 should be subtracted from the Change Order.

A **motion** was made by Mr. Cartlidge, seconded by Ms. Schechter and passed unanimously approving CO No. 20 (Phase Two Earthwork Contract) in the initial amount of \$289,271.30 minus \$7,248 of erosion costs that will be allocated to maintenance.

2. Consider CO No. 1 (Pod 18 Roadway Improvement) – (-\$1,194,768.00)

Mr. Ballbe presented Change Order No. 1 (Pod 18 Roadway Improvement) for Jackson Development for a credit of \$1,194,768.00, noting that it was because the contract was signed by the developer before the bond. After the contract is assigned to the District, they will have to separate items paid for by the developer. There is also a cost for adding hydraulic pumps due to heavy rains.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving CO No. 1 (Pod 18 Roadway Improvement) in the credit amount of \$1,194,768.00, as presented.

3. Consider CO No. 5 (Town Center Bypass Road) – (\$745,823.10)

Mr. Ballbe presented Change Order No. 5 (Town Center Bypass Road) for H&J in the amount of \$745,823.10, noting that it was for buffer tract drainage to drain the Northlake dry retention area, dry retention modifications, buffer paving, asphalt repairs, revised manhole connections required by SUA, and DOT “End of Road” signs.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving Change Order No. 5 (Town Center Bypass Road) for H&J in the amount of \$745,823.10, as presented.

L. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore noted that flowers had been planted, and pressure cleaning had been completed since the last meeting. He also presented proposals for replacing the front fountain pumps for \$14,500, replacement fencing for \$5,300, and the replacement playground shade for \$15,546.

Following discussion, a **motion** was made by Mr. Cartlidge, seconded by Mr. Lopez and unanimously passed approving the items, and including an additional three pumps to have as backups.

Mr. Salvatore also presented a proposal from Arazoza to pour a sidewalk connection where residents cut through in the amount of \$4,500.

A **motion** was made by Mr. Cartlidge, seconded by Mr. Lopez and unanimously passed approving the sidewalk proposal.

2. Consider Ratification of Pressure Clearing Proposal (D&ET)

Mr. Salvatore noted that the price had been negotiated down.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously ratifying the pressure cleaning proposal (D&ET).

Mr. Salvatore explained that Prosecco Café was planning to deliver food in the mornings, but now wants the District to purchase a food truck and subsidize expenses. Following discussion about how the kitchen needs to be insured, staff agreed to investigate what the insurance requirements were.

Mr. Salvatore noted that there had been a request to change the gym equipment. Following discussion, the Board elected not to make changes to the equipment.

Mr. Cartlidge suggested that the District allow Regency to use the clubhouse at no charge until their clubhouse has been completed.

Following discussion, a **motion** was made by Mr. Cartlidge, seconded by Mr. Kay and unanimously passed to allow Regency to utilize the District Clubhouse at no charge.

Ms. Chiaramonte provided an update on the events being held at the Clubhouse.

M. ADMINISTRATIVE MATTERS

Mr. Pierman explained that he had received a request to add lake fencing in LaTerre. Following discussion, the Board decided not to allow it, noting that the City may not approve it, either.

Mr. Pierman noted that the next meeting would be held on January 23, 2025.

N. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

O. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously adjourning the Regular Board Meeting at 2:29 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

Keywords:

Notice of Public Hearing to Levy Assessments for POD 10

[View original file](#)

NOTICE OF HEARING TO LEVY AND PROVIDE FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS (PARCEL A-10 PROJECT - SERIES 2025A AND SERIES 2025B)

Notice is hereby given that the Board of Supervisors (the "Board") of the Avenir Community Development District (the "District"), located in Palm Beach Gardens, Florida, will conduct a public hearing to levy non-ad valorem special assessments against certain properties within the boundaries of the District. The general location of these Parcel A-10 Project Improvements is located within 109,802 +/- acres of the District (which District totals approximately 2,027.5 acres) located approximately one (1) mile east of Pratt-Whitney Road on the north side of Northlake Boulevard (the "Assessment Area Two - Parcel A-10 Project Area").

The purpose of the special assessments is to fund the cost of certain infrastructure improvements to certain properties within the area described above. The nature of the Parcel A-10 Project Improvements generally consists of water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks and other related improvements, all as described more particularly in the *Eight Supplemental Engineer's Reports (Parcels A-10, A-11, A-12 Projects)*, prepared by Halbe & Associates, and dated October 23, 2024, and in the plans and specifications on file in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "Improvements"). A description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained by all persons interested in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

A public hearing to receive comments from affected property owners as to the propriety and advisability of making such Parcel A-10 Project Improvements, as to the cost thereof as to the manner of payment thereof, and as to the amount thereof to be assessed against each parcel will be held on January 23, 2025, at 12:30 p.m. at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

All affected property owners have a right to appear at the public hearing. Actions taken by the Board at this public hearing, or as the hearing may be continued, in adopting a final assessment resolution shall be the final adjudication of the subject presented, including the levy of the non-ad valorem special assessments, the ascertainment and declaration of direct and special benefits peculiar to the property, the fairness and reasonableness of the duty to pay and the rate of assessment, unless proper steps are initiated in a court of competent jurisdiction within ten (10) working days of the date of Board action at the hearing.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing, such persons will need a record of the proceedings and for such purpose said person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least five (5) days' notice prior to the proceeding. Please contact the District Manager at (561) 630-9922 or toll free at (877) 737-4922 for assistance. If hearing impaired, telephone the Florida Relay Service (800) 955-8771 (TDD) for assistance.



AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenircdl.org
PUBLISH: THE PALM BEACH POST 01/06/25 & 01/13/25

RESOLUTION NO. 2025-01

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE PARCEL A-10 PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT A BONDS (PARCEL A-10 PROJECT) IN ONE OR MORE SERIES (THE “PARCEL A-10 A BONDS”) ON PROPERTY WITHIN THE ASSESSMENT AREA TWO - PARCEL A-10 PROJECT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE PARCEL A-10 PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT’S INTENTION TO ISSUE ITS PARCEL A-10 A BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, pursuant to Resolution No. 2024-15 (the “Initial Assessment Resolution”), the Avenir Community Development District (“District”), through its Board of Supervisors (the “Board”) previously indicated its intention to construct and/or purchase certain types of infrastructure improvements and to finance a portion of the Parcel A-10 Project Improvements, as defined herein and in the Initial Assessment Resolution through the issuance of bonds, in one or more series, which bonds would be repaid by the imposition of non-ad valorem special assessments (the “Assessments”) on benefited property within the Assessment Area Two - Parcel A-10 Project Area, within the District; and

WHEREAS, the Board noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such Assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct such infrastructure improvements consisting of, but not limited to, water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks and related improvements; and other infrastructure projects and services necessitated by the development of and serving lands within the Assessment Area Two - Parcel A-10 Project Area, as such term is defined in the Initial Assessment Resolution, within the District (the "Parcel A-10 Project Improvements"), all as described more particularly in the *Eighth Supplemental Engineer's Report (Parcels A-10, A-11, A-21 Projects)*, dated October 22, 2024, prepared by Ballbe & Associates, Inc., as amended and supplemented from time to time (the "Engineer's Report") and in the plans and specifications on file in the offices of Special District Services, Inc., located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District Offices"), which Engineer's Report is attached hereto and made a part hereof as **Exhibit A** and which plans and specifications are by specific reference incorporated herein and made a part hereof.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose the Assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such Assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Parcel A-10 Project Improvements, the nature and location of which was initially described in the Initial Assessment Resolution, and described more particularly in the Engineer's Report; and (ii) the cost of such Parcel A-10 Project Improvements be assessed against the lands within the Assessment Area Two - Parcel A-10 Project Area directly and specially benefited by such Parcel A-10 Project Improvements; and (iii) the District issue its Avenir Community Development District Special Assessment A Bonds (Parcel A-10 Project) in one or more series (the "Parcel A-10 A Bonds") and levy Assessments within the Assessment Area Two - Parcel A-10 Project Area to provide funds for such purposes pending the receipt of such Assessments.

(e) The provision of said Parcel A-10 Project Improvements, the levying of such Assessments and the sale and issuance of the Parcel A-10 A Bonds serves a proper, essential, and valid public purpose and is in the best interests of the District and its landowners and residents within the Assessment Area Two - Parcel A-10 Project Area.

(f) In order to provide funds with which to pay a portion of the costs of the Parcel A-10 Project Improvements which are to be assessed against the benefitted properties within the

Assessment Area Two - Parcel A-10 Project Area, pending the collection of such Assessments, it is necessary for the District to issue and sell its Parcel A-10 A Bonds.

(g) Pursuant to the Initial Assessment Resolution and other resolutions, the Board determined to provide the Parcel A-10 Improvements and to defray a portion of the costs thereof by making Assessments on directly and specially benefited property and expressed an intention to issue the Parcel A-10 A Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Parcel A-10 Improvements prior to the collection of such Assessments. The Initial Assessment Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by the Initial Assessment Resolution, said Initial Assessment Resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by the Initial Assessment Resolution, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution No. 2024-16, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements constituting the Parcel A-10 Project Improvements (2) the cost thereof, (3) the manner of payment therefor, and (4) the amount thereof to be assessed against each specially benefited property or parcel within the Assessment Area Two Parcel A-10 Project Area and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board at the District Offices.

(l) On January 23, 2025, at the time and place specified in Resolution No. 2024-16, and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Parcel A-10 Project Improvements, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the Parcel A-10 Project Cost (as defined in the Initial Assessment Resolution) of the Parcel A-10 Project Improvements is \$27,436,789, as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Parcel A-10 Project Improvements against the lands within the Assessment Area Two - Parcel A-10 Project Area within the District directly and specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Methodology Report (Infrastructure Project Special Assessment Bonds for Assessment Area A-10 Parcel Project)*, dated November 21, 2024, prepared by Special District Services, Inc., as may be further supplemented (collectively, the “Assessment Report”), attached hereto as **Exhibit B** and incorporated herein by this reference, as amended from time to time by the Board, which results in the Assessments set forth on the final assessment roll; and

(iii) it is hereby declared that the Parcel A-10 Project Improvements will constitute a direct and special benefit to all parcels of assessable real property within Assessment Area Two – Parcel A-10 Project Area as listed on said final assessment roll and as defined in the Assessment Report, and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Exhibit B**; and

(iv) it is in the best interests of the District that the Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That the Parcel A-10 Project Improvements initially described in the Initial Assessment Resolution and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF PARCEL A-10 PROJECT IMPROVEMENTS. The total estimated costs of the Parcel A-10 Project Improvements and the costs to be paid by Assessments on all directly and specially benefited property are set forth in **Exhibit A** and **Exhibit B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on parcels within the Assessment Area Two – Parcel A-10 Project Area specially benefited by the Parcel A-10 Project Improvements, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Assessments, as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the “Improvement Lien Book.” The Assessment or Assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the liens of all state, county, district, municipal or other governmental taxes and superior in dignity to all other non-federal liens, titles, and claims. Prior to the issuance of any Bonds, including the Se Parcel A-10 A Bonds or any refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments

to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of the Parcel A-10 A Bonds or any refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of each series of Parcel A-10 A Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF ASSESSMENTS. When the entirety of the Parcel A-10 Project Improvements have been constructed or otherwise completed to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a portion of the Parcel A-10 Project Improvements funded by the Parcel A-10 A Bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Parcel A-10 Project Improvements. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Assessments for the entirety of the Parcel A-10 Project Improvements attributable to the Parcel A-10 A Bonds has been determined, the term "Assessment" shall, with respect to each parcel, mean the sum of those costs of the Parcel A-10 Project Improvements.

SECTION 7. PAYMENT OF ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) annual installments of principal and interest (excluding any capitalized interest). The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Parcel A-10 Project Improvements and the adoption by the Board of a resolution accepting the Parcel A-10 Project Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in the debt as actually issued by the District. At any time subsequent to thirty (30) days after the Parcel A-10 Project Improvements has been completed and a resolution accepting the Parcel A-10 Project Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments or a portion of the remaining balance of the Assessment at any time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the “Uniform Method”). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Such Assessments shall at all times be collected in a manner consistent with applicable trust indenture.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Palm Beach County who may notify each owner of a lot or parcel within the District of the amount of the Assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) There may be required from time to time certain true-up payments as specified in the Assessment Report and in agreement(s) between the District and the Landowner(s) of lands within the Assessment Area Two – Parcel A-10 Project Area.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with the developer that it intends to develop the lands within the Assessment Area Two - Parcel A-10 Project Area as described in **Exhibit B**. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to Parcel A-10 A Bonds issued to finance a portion of the Parcel A-10 Project Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology in the Assessment Report to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Parcel A-10 Project Improvements, the Board shall by resolution take appropriate action to equitably reallocate or reduce the Assessments accordingly. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

SECTION 9. GOVERNMENTAL PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Assessments. If at any time, any real property on which Assessments are imposed

by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity (without consent of such governmental unit or entity to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable to the District immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District’s Secretary is hereby authorized to record, for each series of the Parcel A-10 A Bonds, a general Notice of Assessments or Lien of Record relating the Assessments in the Official Records of Palm Beach County, Florida.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, THIS 23rd DAY OF JANUARY, 2025.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Jason Pierman, Secretary

Virginia Cepero, Chair, Board of Supervisors

Exhibit A: *Eighth Supplemental Engineer’s Report (Parcels A-10, A-11, A-21 Projects), dated October 22, 2024, prepared by Ballbe & Associates*

Exhibit B: *Master Special Assessment Methodology Report (Infrastructure Project Special Assessment Bonds for Assessment Area A-10 Parcel Project), dated November 21, 2024, prepared by Special District Services, Inc.*

Keywords:

Notice of Public Hearing to Levy Assessments for POD 10

[View original file](#)

NOTICE OF HEARING TO LEVY AND PROVIDE FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS (PARCEL A-10 PROJECT - SERIES 2025A AND SERIES 2025B)

Notice is hereby given that the Board of Supervisors (the "Board") of the Avenir Community Development District (the "District"), located in Palm Beach Gardens, Florida, will conduct a public hearing to levy non-ad valorem special assessments against certain properties within the boundaries of the District. The general location of these Parcel A-10 Project Improvements is located within 109,802 +/- acres of the District (which District totals approximately 2,027.5 acres) located approximately one (1) mile east of Pratt-Whitney Road on the north side of Northlake Boulevard (the "Assessment Area Two - Parcel A-10 Project Area").

The purpose of the special assessments is to fund the cost of certain infrastructure improvements to certain properties within the area described above. The nature of the Parcel A-10 Project Improvements generally consists of water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks and other related improvements, all as described more particularly in the *Eight Supplemental Engineer's Reports (Parcels A-10, A-11, A-12 Projects)*, prepared by Halthe & Associates, and dated October 23, 2024, and in the plans and specifications on file in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "Improvements"). A description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained by all persons interested in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

A public hearing to receive comments from affected property owners as to the propriety and advisability of making such Parcel A-10 Project Improvements, as to the cost thereof as to the manner of payment thereof, and as to the amount thereof to be assessed against each parcel will be held on January 23, 2025, at 12:30 p.m. at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

All affected property owners have a right to appear at the public hearing. Actions taken by the Board at this public hearing, or as the hearing may be continued, in adopting a final assessment resolution shall be the final adjudication of the subject presented, including the levy of the non-ad valorem special assessments, the ascertainment and declaration of direct and special benefits peculiar to the property, the fairness and reasonableness of the duty to pay and the rate of assessment, unless proper steps are initiated in a court of competent jurisdiction within ten (10) working days of the date of Board action at the hearing.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing, such persons will need a record of the proceedings and for such purpose said person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least five (5) days' notice prior to the proceeding. Please contact the District Manager at (561) 630-9922 or toll free at (877) 737-4922 for assistance. If hearing impaired, telephone the Florida Relay Service (800) 955-8771 (TDD) for assistance.



AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenircdl.org
PUBLISH: THE PALM BEACH POST 01/06/25 & 01/13/25

RESOLUTION NO. 2025-02

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE PARCEL A-10 PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT B BONDS (PARCEL A-10 PROJECT) IN ONE OR MORE SERIES (THE “PARCEL A-10 B BONDS”) ON PROPERTY WITHIN THE ASSESSMENT AREA TWO - PARCEL A-10 PROJECT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE PARCEL A-10 PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT’S INTENTION TO ISSUE ITS PARCEL A-10 B BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, pursuant to Resolution No. 2024-17 (the “Initial Assessment Resolution”), the Avenir Community Development District (“District”), through its Board of Supervisors (the “Board”) previously indicated its intention to construct and/or purchase certain types of infrastructure improvements and to finance a portion of the Parcel A-10 Project Improvements, as defined herein and in the Initial Assessment Resolution through the issuance of bonds, in one or more series, which bonds would be repaid by the imposition of non-ad valorem special assessments (the “Assessments”) on benefited property within the Assessment Area Two - Parcel A-10 Project Area, within the District; and

WHEREAS, the Board noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such Assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct such infrastructure improvements consisting of, but not limited to, water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks and related improvements; and other infrastructure projects and services necessitated by the development of and serving lands within the Assessment Area Two - Parcel A-10 Project Area, as such term is defined in the Initial Assessment Resolution, within the District (the "Parcel A-10 Project Improvements"), all as described more particularly in the *Eighth Supplemental Engineer's Report (Parcels A-10, A-11, A-21 Projects)*, dated October 22, 2024, prepared by Ballbe & Associates, Inc., as amended and supplemented from time to time (the "Engineer's Report") and in the plans and specifications on file in the offices of Special District Services, Inc., located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District Offices"), which Engineer's Report is attached hereto and made a part hereof as **Exhibit A** and which plans and specifications are by specific reference incorporated herein and made a part hereof.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose the Assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such Assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Parcel A-10 Project Improvements, the nature and location of which was initially described in the Initial Assessment Resolution, and described more particularly in the Engineer's Report; and (ii) the cost of such Parcel A-10 Project Improvements be assessed against the lands within the Assessment Area Two - Parcel A-10 Project Area directly and specially benefited by such Parcel A-10 Project Improvements; and (iii) the District issue its Avenir Community Development District Special Assessment B Bonds (Parcel A-10 Project) in one or more series (the "Parcel A-10 B Bonds") and levy Assessments within the Assessment Area Two - Parcel A-10 Project Area to provide funds for such purposes pending the receipt of such Assessments.

(e) The provision of said Parcel A-10 Project Improvements, the levying of such Assessments and the sale and issuance of the Parcel A-10 B Bonds serves a proper, essential, and valid public purpose and is in the best interests of the District and its landowners and residents within the Assessment Area Two - Parcel A-10 Project Area.

(f) In order to provide funds with which to pay a portion of the costs of the Parcel A-10 Project Improvements which are to be assessed against the benefitted properties within the

Assessment Area Two - Parcel A-10 Project Area, pending the collection of such Assessments, it is necessary for the District to issue and sell its Parcel A-10 B Bonds.

(g) Pursuant to the Initial Assessment Resolution and other resolutions, the Board determined to provide the Parcel A-10 Improvements and to defray a portion of the costs thereof by making Assessments on directly and specially benefited property and expressed an intention to issue the Parcel A-10 B Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Parcel A-10 Improvements prior to the collection of such Assessments. The Initial Assessment Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by the Initial Assessment Resolution, said Initial Assessment Resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by the Initial Assessment Resolution, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution No. 2024-18, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements constituting the Parcel A-10 Project Improvements (2) the cost thereof, (3) the manner of payment therefor, and (4) the amount thereof to be assessed against each specially benefited property or parcel within the Assessment Area Two - Parcel A-10 Project Area and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board at the District Offices.

(l) On January 23, 2025, at the time and place specified in Resolution No. 2024-18, and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Parcel A-10 Project Improvements, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the Parcel A-10 Project Cost (as defined in the Initial Assessment Resolution) of the Parcel A-10 Project Improvements is \$27,436,789, as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Parcel A-10 Project Improvements against the lands within the Assessment Area Two - Parcel A-10 Project Area within the District directly and specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Methodology Report (Infrastructure Project Special Assessment Bonds for Assessment Area A-10 Parcel Project)*, dated November 21, 2024, prepared by Special District Services, Inc., as may be further supplemented (collectively, the “Assessment Report”), attached hereto as **Exhibit B** and incorporated herein by this reference, as amended from time to time by the Board, which results in the Assessments set forth on the final assessment roll; and

(iii) it is hereby declared that the Parcel A-10 Project Improvements will constitute a direct and special benefit to all parcels of assessable real property within Assessment Area Two – Parcel A-10 Project Area as listed on said final assessment roll and as defined in the Assessment Report, and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Exhibit B**; and

(iv) it is in the best interests of the District that the Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That the Parcel A-10 Project Improvements initially described in the Initial Assessment Resolution and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF PARCEL A-10 PROJECT IMPROVEMENTS. The total estimated costs of the Parcel A-10 Project Improvements and the costs to be paid by Assessments on all directly and specially benefited property are set forth in **Exhibit A** and **Exhibit B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on parcels within the Assessment Area Two – Parcel A-10 Project Area specially benefited by the Parcel A-10 Project Improvements, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Assessments, as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the “Improvement Lien Book.” The Assessment or Assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the liens of all state, county, district, municipal or other governmental taxes and superior in dignity to all other non-federal liens, titles, and claims. Prior to the issuance of any Bonds, including the Parcel A-10 B Bonds or any refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments

to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of the Parcel A-10 B Bonds or any refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of each series of Parcel A-10 B Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF ASSESSMENTS. When the entirety of the Parcel A-10 Project Improvements have been constructed or otherwise completed to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a portion of the Parcel A-10 Project Improvements funded by the Parcel A-10 B Bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Parcel A-10 Project Improvements. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Assessments for the entirety of the Parcel A-10 Project Improvements attributable to the Parcel A-10 B Bonds has been determined, the term "Assessment" shall, with respect to each parcel, mean the sum of the costs of those Parcel A-10 Project Improvements.

SECTION 7. PAYMENT OF ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) annual installments of principal and interest (excluding any capitalized interest). The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Parcel A-10 Project Improvements and the adoption by the Board of a resolution accepting the Parcel A-10 Project Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in the debt as actually issued by the District. At any time subsequent to thirty (30) days after the Parcel A-10 Project Improvements has been completed and a resolution accepting the Parcel A-10 Project Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments or a portion of the remaining balance of the Assessment at any time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the “Uniform Method”). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Such Assessments shall at all times be collected in a manner consistent with applicable trust indenture.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Palm Beach County who may notify each owner of a lot or parcel within the District of the amount of the Assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) There may be required from time to time certain true-up payments as specified in the Assessment Report and in agreement(s) between the District and the Landowner(s) of lands within the Assessment Area Two – Parcel A-10 Project Area.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with the developer that it intends to develop the lands within the Assessment Area Two - Parcel A-10 Project Area as described in **Exhibit B**. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to Parcel A-10 B Bonds issued to finance a portion of the Parcel A-10 Project Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology in the Assessment Report to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Parcel A-10 Project Improvements, the Board shall by resolution take appropriate action to equitably reallocate or reduce the Assessments accordingly. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

SECTION 9. GOVERNMENTAL PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Assessments. If at any time, any real property on which Assessments are imposed

by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity (without consent of such governmental unit or entity to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable to the District immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District’s Secretary is hereby authorized to record, for each series of the Parcel A-10 B Bonds, a general Notice of Assessments or Lien of Record relating the Assessments in the Official Records of Palm Beach County, Florida.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, THIS 23rd DAY OF JANUARY, 2025.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Jason Pierman, Secretary

Virginia Cepero, Chair, Board of Supervisors

Exhibit A: *Eighth Supplemental Engineer’s Report (Parcels A-10, A-11, A-21 Projects), dated October 22, 2024, prepared by Ballbe & Associates*

Exhibit B: *Master Special Assessment Methodology Report (Infrastructure Project Special Assessment Bonds for Assessment Area A-10 Parcel Project), dated November 21, 2024, prepared by Special District Services, Inc.*

Keywords:

Notice of Public Hearing to Levy Assessments for POD 11

[View original file](#)

NOTICE OF HEARING TO LEVY AND PROVIDE FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS (PARCEL A-11 PROJECT - SERIES 2025A AND SERIES 2025B)

Notice is hereby given that the Board of Supervisors (the "Board") of the Avenir Community Development District (the "District"), located in Palm Beach Gardens, Florida, will conduct a public hearing to levy non-ad valorem special assessments against certain properties within the boundaries of the District. The general location of these Parcel A-11 Project Improvements is located within 52.420 +/- acres of the District (which District totals approximately 2,427.5 acres) located approximately one (1) mile east of Pratt-Whitney Road on the north side of Northlake Boulevard (the "Assessment Area One - Parcel A-11 Project Area").

The purpose of the special assessments is to fund the cost of certain infrastructure improvements to certain properties within the area described above. The nature of the Parcel A-11 Project Improvements generally consists of water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks and other related improvements, all as described more particularly in the *Eight Supplemental Engineer's Report (Parcels A-10, A-11, A-21 Projects)*, prepared by Balbe & Associates, and dated October 22, 2024, and in the plans and specifications on file in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "Improvements"). A description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained by all persons interested in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

A public hearing to receive comments from affected property owners as to the propriety and advisability of making such Parcel A-11 Project Improvements, as to the cost thereof as to the manner of payment thereof; and as to the amount thereof to be assessed against each parcel will be held on January 23, 2025, at 12:30 p.m. at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

All affected property owners have a right to appear at the public hearing. Actions taken by the Board at this public hearing, or as the hearing may be continued, in adopting a final assessment resolution shall be the final adjudication of the subject presented, including the levy of the non-ad valorem special assessments, the ascertainment and declaration of direct and special benefits peculiar to the property, the fairness and reasonableness of the duty to pay and the rate of assessment, unless proper steps are initiated in a court of competent jurisdiction within ten (10) working days of the date of Board action at the hearing.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing, such persons will need a record of the proceedings and for such purpose said person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least five (5) days' notice prior to the proceeding. Please contact the District Manager at (561) 630-4922 or toll free at (877) 737-4922 for assistance. If hearing impaired, telephone the Florida Relay Service (800) 955-8771 (TDD) for assistance.



AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.aveniredd.org
PUBLISH: THE PALM BEACH POST 01/06/25 & 01/13/25

RESOLUTION NO. 2025-03

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE PARCEL A-11 PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT A BONDS IN ONE OR MORE SERIES (PARCEL A-11 PROJECT) (THE “PARCEL A-11 A BONDS”) ON PROPERTY WITHIN THE ASSESSMENT AREA ONE - PARCEL A-11 PROJECT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE PARCEL A-11 PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE ITS PARCEL A-11 A BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, pursuant to Resolution No. 2024-19 (the “Initial Assessment Resolution”), the Avenir Community Development District (“District”), through its Board of Supervisors (the “Board”) previously indicated its intention to construct and/or purchase certain types of infrastructure improvements and to finance a portion of the Parcel A-11 Project Improvements, as defined herein and in the Initial Assessment Resolution through the issuance of bonds, in one or more series, which bonds would be repaid by the imposition of non-ad valorem special assessments (the “Assessments”) on benefited property within the Assessment Area One - Parcel A-11 Project Area, within the District; and

WHEREAS, the Board noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such Assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct such infrastructure improvements consisting of, but not limited to, water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks, and other related improvements; and other infrastructure projects and services necessitated by the development of and serving lands within the Assessment Area One - Parcel A-11 Project Area, as such term is defined in the Initial Assessment Resolution, within the District (the "Parcel A-11 Project Improvements"), all as described more particularly in the *Eighth Supplemental Engineer's Report (Parcels A-11, A-11, A-21 Projects)*, dated October 22, 2024, prepared by Ballbe & Associates, Inc., as amended and supplemented from time to time (the "Engineer's Report") and in the plans and specifications on file in the offices of Special District Services, Inc., located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District Offices"), which Engineer's Report is attached hereto and made a part hereof as **Exhibit A** and which plans and specifications are by specific reference incorporated herein and made a part hereof.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose the Assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such Assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Parcel A-11 Project Improvements, the nature and location of which was initially described in the Initial Assessment Resolution, and described more particularly in the Engineer's Report; and (ii) the cost of such Parcel A-11 Project Improvements be assessed against the lands within the Assessment Area One - Parcel A-11 Project Area directly and specially benefited by such Parcel A-11 Project Improvements; and (iii) the District issue its Avenir Community Development District Special Assessment A Bonds (Parcel A-11 Project) in one or more series (the "Parcel A-11 A Bonds") and levy Assessments within the Assessment Area One - Parcel A-11 Project Area to provide funds for such purposes pending the receipt of such Assessments.

(e) The provision of said Parcel A-11 Project Improvements, the levying of such Assessments and the sale and issuance of the Parcel A-11 A Bonds serves a proper, essential, and valid public purpose and is in the best interests of the District and its landowners and residents within the Assessment Area One - Parcel A-11 Project Area.

(f) In order to provide funds with which to pay a portion of the costs of the Parcel A-11 Project Improvements which are to be assessed against the benefitted properties within the

Assessment Area One - Parcel A-11 Project Area, pending the collection of such Assessments, it is necessary for the District to issue and sell its Parcel A-11 A Bonds.

(g) Pursuant to the Initial Assessment Resolution and other resolutions, the Board determined to provide the Parcel A-11 Improvements and to defray a portion of the costs thereof by making Assessments on directly and specially benefited property and expressed an intention to issue the Parcel A-11 A Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Parcel A-11 Improvements prior to the collection of such Assessments. The Initial Assessment Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by the Initial Assessment Resolution, said Initial Assessment Resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by the Initial Assessment Resolution, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution No. 2024-20, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements constituting the Parcel A-11 Project Improvements (2) the cost thereof, (3) the manner of payment therefor, and (4) the amount thereof to be assessed against each specially benefited property or parcel within the Assessment Area One - Parcel A-11 Project Area and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board at the District Offices.

(l) On January 23, 2025, at the time and place specified in Resolution No. 2024-20, and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Parcel A-11 Project Improvements, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the Parcel A-11 Project Cost (as defined in the Initial Assessment Resolution) of the Parcel A-11 Project Improvements is \$16,654,070, as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Parcel A-11 Project Improvements against the lands within the Assessment Area One - Parcel A-11 Project Area within the District directly and specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Methodology Report (Infrastructure Project Special Assessment Bonds for Assessment Area A-11 Parcel Project)*, dated November 21, 2024, prepared by Special District Services, Inc., as may be further supplemented (collectively, the “Assessment Report”), attached hereto as **Exhibit B** and incorporated herein by this reference, as amended from time to time by the Board, which results in the Assessments set forth on the final assessment roll; and

(iii) it is hereby declared that the Parcel A-11 Project Improvements will constitute a direct and special benefit to all parcels of assessable real property within Assessment Area One – Parcel A-11 Project Area as listed on said final assessment roll and as defined in the Assessment Report, and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Exhibit B**; and

(iv) it is in the best interests of the District that the Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That the Parcel A-11 Project Improvements initially described in the Initial Assessment Resolution and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF PARCEL A-11 PROJECT IMPROVEMENTS. The total estimated costs of the Parcel A-11 Project Improvements and the costs to be paid by Assessments on all directly and specially benefited property are set forth in **Exhibit A** and **Exhibit B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on parcels within the Assessment Area One – Parcel A-11 Project Area specially benefited by the Parcel A-11 Project Improvements, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Assessments, as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the “Improvement Lien Book.” The Assessment or Assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the liens of all state, county, district, municipal or other governmental taxes and superior in dignity to all other non-federal liens, titles, and claims. Prior to the issuance of any Bonds, including the Parcel A-11 A Bonds or any refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments

to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of the Parcel A-11 A Bonds or any refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of each series of Parcel A-11 A Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF ASSESSMENTS. When the entirety of the Parcel A-11 Project Improvements have been constructed or otherwise completed to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a portion of the Parcel A-11 Project Improvements funded by the Parcel A-11 A Bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Parcel A-11 Project Improvements. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Assessments for the entirety of the Parcel A-11 Project Improvements attributable to the Parcel A-11 A Bonds has been determined, the term "Assessment" shall, with respect to each parcel, mean the sum of the costs of those Parcel A-11 Project Improvements.

SECTION 7. PAYMENT OF ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) annual installments of principal and interest (excluding any capitalized interest). The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Parcel A-11 Project Improvements and the adoption by the Board of a resolution accepting the Parcel A-11 Project Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in the debt as actually issued by the District. At any time subsequent to thirty (30) days after the Parcel A-11 Project Improvements has been completed and a resolution accepting the Parcel A-11 Project Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments or a portion of the remaining balance of the Assessment at any time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the “Uniform Method”). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Such Assessments shall at all times be collected in a manner consistent with applicable trust indenture.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Palm Beach County who may notify each owner of a lot or parcel within the District of the amount of the Assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) There may be required from time to time certain true-up payments as specified in the Assessment Report and in agreement(s) between the District and the Landowner(s) of lands within the Assessment Area One – Parcel A-11 Project Area.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with the developer that it intends to develop the lands within the Assessment Area One - Parcel A-11 Project Area as described in **Exhibit B**. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to Parcel A-11 A Bonds issued to finance a portion of the Parcel A-11 Project Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology in the Assessment Report to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Parcel A-11 Project Improvements, the Board shall by resolution take appropriate action to equitably reallocate or reduce the Assessments accordingly. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

SECTION 9. GOVERNMENTAL PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Assessments. If at any time, any real property on which Assessments are imposed

by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity (without consent of such governmental unit or entity to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable to the District immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District’s Secretary is hereby authorized to record, for each series of the Parcel A-11 A Bonds, a general Notice of Assessments or Lien of Record relating the Assessments in the Official Records of Palm Beach County, Florida.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, THIS 23rd DAY OF JANUARY, 2025.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Jason Pierman, Secretary

Virginia Cepero, Chair, Board of Supervisors

Exhibit A: *Eighth Supplemental Engineer’s Report (Parcels A-10, A-11, A-21 Projects), dated October 22, 2024, prepared by Ballbe & Associates*

Exhibit B: *Master Special Assessment Methodology Report (Infrastructure Project Special Assessment Bonds for Assessment Area A-11 Parcel Project), dated November 21, 2024, prepared by Special District Services, Inc.*

Keywords:

Notice of Public Hearing to Levy Assessments for POD 11

[View original file](#)

NOTICE OF HEARING TO LEVY AND PROVIDE FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS (PARCEL A-11 PROJECT – SERIES 2025A AND SERIES 2025B)

Notice is hereby given that the Board of Supervisors (the "Board") of the Avenir Community Development District (the "District"), located in Palm Beach Gardens, Florida, will conduct a public hearing to levy non-ad valorem special assessments against certain properties within the boundaries of the District. The general location of these Parcel A-11 Project Improvements is located within 52.420 +/- acres of the District (which District totals approximately 2,427.5 acres) located approximately one (1) mile east of Pratt-Whitney Road on the north side of Northlake Boulevard (the "Assessment Area One - Parcel A-11 Project Area").

The purpose of the special assessments is to fund the cost of certain infrastructure improvements to certain properties within the area described above. The nature of the Parcel A-11 Project Improvements generally consists of water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks and other related improvements, all as described more particularly in the *Eight Supplemental Engineer's Report (Parcels A-10, A-11, A-21 Projects)*, prepared by Balbe & Associates, and dated October 22, 2024, and in the plans and specifications on file in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "Improvements"). A description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained by all persons interested in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

A public hearing to receive comments from affected property owners as to the propriety and advisability of making such Parcel A-11 Project Improvements, as to the cost thereof as to the manner of payment thereof; and as to the amount thereof to be assessed against each parcel will be held on January 23, 2025, at 12:30 p.m. at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

All affected property owners have a right to appear at the public hearing. Actions taken by the Board at this public hearing, or as the hearing may be continued, in adopting a final assessment resolution shall be the final adjudication of the subject presented, including the levy of the non-ad valorem special assessments, the ascertainment and declaration of direct and special benefits peculiar to the property, the fairness and reasonableness of the duty to pay and the rate of assessment, unless proper steps are initiated in a court of competent jurisdiction within ten (10) working days of the date of Board action at the hearing.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing, such persons will need a record of the proceedings and for such purpose said person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least five (5) days' notice prior to the proceeding. Please contact the District Manager at (561) 630-4922 or toll free at (877) 737-4922 for assistance. If hearing impaired, telephone the Florida Relay Service (800) 955-8771 (TDD) for assistance.



AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.aveniredd.org
PUBLISH: THE PALM BEACH POST 01/06/25 & 01/13/25

RESOLUTION NO. 2025-04

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE ASSESSMENT AREA ONE - PARCEL A-11 PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT B BONDS (PARCEL A-11 PROJECT) IN ONE OR MORE SERIES (THE “PARCEL A-11 B BONDS”) ON PROPERTY WITHIN THE ASSESSMENT AREA ONE - PARCEL A-11 PROJECT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE PARCEL A-11 PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE ITS PARCEL A-11 B BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, pursuant to Resolution No. 2024-21 (the “Initial Assessment Resolution”), the Avenir Community Development District (“District”), through its Board of Supervisors (the “Board”) previously indicated its intention to construct and/or purchase certain types of infrastructure improvements and to finance a portion of the Parcel A-11 Project Improvements, as defined herein and in the Initial Assessment Resolution through the issuance of bonds, in one or more series, which bonds would be repaid by the imposition of non-ad valorem special assessments (the “Assessments”) on benefited property within the Assessment Area One - Parcel A-11 Project Area, within the District; and

WHEREAS, the Board noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such Assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct such infrastructure improvements consisting of, but not limited to, water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks, and other related improvements; and other infrastructure projects and services necessitated by the development of and serving lands within the Assessment Area One - Parcel A-11 Project Area, as such term is defined in the Initial Assessment Resolution, within the District (the "Parcel A-11 Project Improvements"), all as described more particularly in the *Eighth Supplemental Engineer's Report (Parcels A-10, A-11, A-21 Projects)*, dated October 22, 2024, prepared by Ballbe & Associates, Inc., as amended and supplemented from time to time (the "Engineer's Report") and in the plans and specifications on file in the offices of Special District Services, Inc., located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District Offices"), which Engineer's Report is attached hereto and made a part hereof as **Exhibit A** and which plans and specifications are by specific reference incorporated herein and made a part hereof.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose the Assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such Assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Parcel A-11 Project Improvements, the nature and location of which was initially described in the Initial Assessment Resolution, and described more particularly in the Engineer's Report; and (ii) the cost of such Parcel A-11 Project Improvements be assessed against the lands within the Assessment Area One - Parcel A-11 Project Area directly and specially benefited by such Parcel A-11 Project Improvements; and (iii) the District issue its Avenir Community Development District Special Assessment Bonds (Parcel A-11 Project) in one or more series (the "Parcel A-11 B Bonds") and levy Assessments within the Assessment Area One - Parcel A-11 Project Area to provide funds for such purposes pending the receipt of such Assessments.

(e) The provision of said Parcel A-11 Project Improvements, the levying of such Assessments and the sale and issuance of the Parcel A-11 B Bonds serves a proper, essential, and valid public purpose and is in the best interests of the District and its landowners and residents within the Assessment Area One - Parcel A-11 Project Area.

(f) In order to provide funds with which to pay a portion of the costs of the Parcel A-11 Project Improvements which are to be assessed against the benefitted properties within the

Assessment Area One - Parcel A-11 Project Area, pending the collection of such Assessments, it is necessary for the District to issue and sell its Parcel A-11 B Bonds.

(g) Pursuant to the Initial Assessment Resolution and other resolutions, the Board determined to provide the Parcel A-11 Improvements and to defray a portion of the costs thereof by making Assessments on directly and specially benefited property and expressed an intention to issue the Parcel A-11 B Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Parcel A-11 Improvements prior to the collection of such Assessments. The Initial Assessment Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by the Initial Assessment Resolution, said Initial Assessment Resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by the Initial Assessment Resolution, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution No. 2024-22, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements constituting the Parcel A-11 Project Improvements (2) the cost thereof, (3) the manner of payment therefor, and (4) the amount thereof to be assessed against each specially benefited property or parcel within the Assessment Area One - Parcel A-11 Project Area and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board at the District Offices.

(l) On January 23, 2025, at the time and place specified in Resolution No. 2024-22, and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Parcel A-11 Project Improvements, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the Parcel A-11 Project Cost (as defined in the Initial Assessment Resolution) of the Parcel A-11 Project Improvements is \$16,654,070, as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Parcel A-11 Project Improvements against the lands within the Assessment Area One - Parcel A-11 Project Area within the District directly and specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Methodology Report (Infrastructure Project Special Assessment Bonds for Assessment Area A-11 Parcel Project)*, dated November 21, 2024, prepared by Special District Services, Inc., as may be further supplemented (collectively, the “Assessment Report”), attached hereto as **Exhibit B** and incorporated herein by this reference, as amended from time to time by the Board, which results in the Assessments set forth on the final assessment roll; and

(iii) it is hereby declared that the Parcel A-11 Project Improvements will constitute a direct and special benefit to all parcels of assessable real property within Assessment Area One – Parcel A-11 Project Area as listed on said final assessment roll and as defined in the Assessment Report, and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Exhibit B**; and

(iv) it is in the best interests of the District that the Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That the Parcel A-11 Project Improvements initially described in the Initial Assessment Resolution and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF PARCEL A-11 PROJECT IMPROVEMENTS. The total estimated costs of the Parcel A-11 Project Improvements and the costs to be paid by Assessments on all directly and specially benefited property are set forth in **Exhibit A** and **Composite Exhibit B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on parcels within the Assessment Area One – Parcel A-11 Project Area specially benefited by the Parcel A-11 Project Improvements, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Assessments, as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the “Improvement Lien Book.” The Assessment or Assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the liens of all state, county, district, municipal or other governmental taxes and superior in dignity to all other non-federal liens, titles, and claims. Prior to the issuance of any Bonds, including the Parcel A-11 B Bonds or any refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments

to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of the Parcel A-11 B Bonds or any refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of each series of Parcel A-11 B Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF ASSESSMENTS. When the entirety of the Parcel A-11 Project Improvements have been constructed or otherwise completed to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a portion of the Parcel A-11 Project Improvements funded by the Parcel A-11 B Bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Parcel A-11 Project Improvements. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Assessments for the entirety of the Parcel A-11 Project Improvements attributable to the Parcel A-11 B Bonds has been determined, the term "Assessment" shall, with respect to each parcel, mean the sum of the costs of those Parcel A-11 Project Improvements.

SECTION 7. PAYMENT OF ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) annual installments of principal and interest (excluding any capitalized interest). The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Parcel A-11 Project Improvements and the adoption by the Board of a resolution accepting the Parcel A-11 Project Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in the debt as actually issued by the District. At any time subsequent to thirty (30) days after the Parcel A-11 Project Improvements has been completed and a resolution accepting the Parcel A-11 Project Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments or a portion of the remaining balance of the Assessment at any time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the “Uniform Method”). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Such Assessments shall at all times be collected in a manner consistent with applicable trust indenture.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Palm Beach County who may notify each owner of a lot or parcel within the District of the amount of the Assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) There may be required from time to time certain true-up payments as specified in the Assessment Report and in agreement(s) between the District and the Landowner(s) of lands within the Assessment Area One – Parcel A-11 Project Area.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with the developer that it intends to develop the lands within the Assessment Area One - Parcel A-11 Project Area as described in **Exhibit B**. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to Parcel A-11 B Bonds issued to finance a portion of the Parcel A-11 Project Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology in the Assessment Report to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Parcel A-11 Project Improvements, the Board shall by resolution take appropriate action to equitably reallocate or reduce the Assessments accordingly. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

SECTION 9. GOVERNMENTAL PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Assessments. If at any time, any real property on which Assessments are imposed

by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity (without consent of such governmental unit or entity to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable to the District immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District’s Secretary is hereby authorized to record, for each series of the Parcel A-11 B Bonds, a general Notice of Assessments or Lien of Record relating the Assessments in the Official Records of Palm Beach County, Florida.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, THIS 23rd DAY OF JANUARY, 2025.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Jason Pierman, Secretary

Virginia Cepero, Chair, Board of Supervisors

Exhibit A: *Eighth Supplemental Engineer’s Report (Parcels A-10, A-11, A-21 Projects), dated October 22, 2024, prepared by Ballbe & Associates*

Exhibit B: *Master Special Assessment Methodology Report (Infrastructure Project Special Assessment Bonds for Assessment Area A-11 Parcel Project), dated November 21, 2024, prepared by Special District Services, Inc.*

Keywords:

Notice of Public Hearing to Levy Assessments for POD 21

[View original file](#)

NOTICE OF HEARING TO LEVY AND PROVIDE FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS (PARCEL A-21 PROJECT - SERIES 2025A AND SERIES 2025B)

Notice is hereby given that the Board of Supervisors (the "Board") of the Avenir Community Development District (the "District"), located in Palm Beach Gardens, Florida, will conduct a public hearing to levy non-ad valorem special assessments against certain properties within the boundaries of the District. The general location of these Parcel A-21 Project Improvements is located within 62.992 +/- acres of the District (which District totals approximately 2,427.5 acres) located approximately one (1) mile east of Pratt-Whitney Road on the north side of Northlake Boulevard (the "Assessment Area Two - Parcel A-21 Project Area").


The purpose of the special assessments is to fund the cost of certain infrastructure improvements to certain properties within the area described above. The nature of the Parcel A-21 Project Improvements generally consists of water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks and other related improvements, all as described more particularly in the *Eight Supplemental Engineer's Report (Parcels A-10, A-11, A-21 Projects)*, prepared by Balbe & Associates, and dated October 22, 2024, and in the plans and specifications on file in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "Improvements"). A description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained by all persons interested in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

A public hearing to receive comments from affected property owners as to the propriety and advisability of making such Parcel A-21 Project Improvements, as to the cost thereof as to the manner of payment thereof; and as to the amount thereof to be assessed against each parcel will be held on January 23, 2025, at 12:30 p.m. at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

All affected property owners have a right to appear at the public hearing. Actions taken by the Board at this public hearing, or as the hearing may be continued, in adopting a final assessment resolution shall be the final adjudication of the subject presented, including the levy of the non-ad valorem special assessments, the ascertainment and declaration of direct and special benefits peculiar to the property, the fairness and reasonableness of the duty to pay and the rate of assessment, unless proper steps are initiated in a court of competent jurisdiction within ten (10) working days of the date of Board action at the hearing.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing, such persons will need a record of the proceedings and for such purpose said person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least five (5) days' notice prior to the proceeding. Please contact the District Manager at (561) 630-4922 or toll free at (877) 737-4922 for assistance. If hearing impaired, telephone the Florida Relay Service (800) 955-8771 (TDD) for assistance.



AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenirdd.org
PUBLISH: THE PALM BEACH POST 01/06/25 & 01/13/25

RESOLUTION NO. 2025-05

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE PARCEL A-21 PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT A BONDS (PARCEL A-21 PROJECT) IN ONE OR MORE SERIES (THE “PARCEL A-21 A BONDS”) ON PROPERTY WITHIN THE ASSESSMENT AREA TWO – PARCEL A-21 PROJECT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE PARCEL A-21 PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE ITS PARCEL A-21 A BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, pursuant to Resolution No. 2024-23 (the “Initial Assessment Resolution”), the Avenir Community Development District (“District”), through its Board of Supervisors (the “Board”) previously indicated its intention to construct and/or purchase certain types of infrastructure improvements and to finance a portion of the Parcel A-21 Project Improvements, as defined herein and in the Initial Assessment Resolution through the issuance of bonds, in one or more series, which bonds would be repaid by the imposition of non-ad valorem special assessments (the “Assessments”) on benefited property within the Assessment Area Two - Parcel A-21 Project Area, within the District; and

WHEREAS, the Board noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such Assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct such infrastructure improvements consisting of, but not limited to, water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks and other related improvements; and other infrastructure projects and services necessitated by the development of and serving lands within the Assessment Area Two - Parcel A-21 Project Area, as such term is defined in the Initial Assessment Resolution, within the District (the "Parcel A-21 Project Improvements"), all as described more particularly in the *Eighth Supplemental Engineer's Report (Parcels A-10, A-11, A-21 Projects)*, dated October 22, 2024, prepared by Ballbe & Associates, Inc., as amended and supplemented from time to time (the "Engineer's Report") and in the plans and specifications on file in the offices of Special District Services, Inc., located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District Offices"), which Engineer's Report is attached hereto and made a part hereof as **Exhibit A** and which plans and specifications are by specific reference incorporated herein and made a part hereof.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose the Assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such Assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Parcel A-21 Project Improvements, the nature and location of which was initially described in the Initial Assessment Resolution, and described more particularly in the Engineer's Report; and (ii) the cost of such Parcel A-21 Project Improvements be assessed against the lands within the Assessment Area Two - Parcel A-21 Project Area directly and specially benefited by such Parcel A-21 Project Improvements; and (iii) the District issue its Avenir Community Development District Special Assessment Bonds (Parcel A-21 Project) in one or more series (the "Parcel A-21 A Bonds") and levy Assessments within the Assessment Area Two - Parcel A-21 Project Area to provide funds for such purposes pending the receipt of such Assessments.

(e) The provision of said Parcel A-21 Project Improvements, the levying of such Assessments and the sale and issuance of the Parcel A-21 A Bonds serves a proper, essential, and valid public purpose and is in the best interests of the District and its landowners and residents within the Assessment Area Two - Parcel A-21 Project Area.

(f) In order to provide funds with which to pay a portion of the costs of the Parcel A-21 Project Improvements which are to be assessed against the benefitted properties within the

Assessment Area Two - Parcel A-21 Project Area, pending the collection of such Assessments, it is necessary for the District to issue and sell its Parcel A-21 A Bonds.

(g) Pursuant to the Initial Assessment Resolution and other resolutions, the Board determined to provide the Parcel A-21 Improvements and to defray a portion of the costs thereof by making Assessments on directly and specially benefited property and expressed an intention to issue the Parcel A-21 A Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Parcel A-21 Improvements prior to the collection of such Assessments. The Initial Assessment Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by the Initial Assessment Resolution, said Initial Assessment Resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by the Initial Assessment Resolution, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution No. 2024-24, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements constituting the Parcel A-21 Project Improvements (2) the cost thereof, (3) the manner of payment therefor, and (4) the amount thereof to be assessed against each specially benefited property or parcel within the Assessment Area Two - Parcel A-21 Project Area and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board at the District Offices.

(l) On January 23, 2025, at the time and place specified in Resolution No. 2024-24, and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Parcel A-21 Project Improvements, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the Parcel A-21 Project Cost (as defined in the Initial Assessment Resolution) of the Parcel A-21 Project Improvements is \$16,654,070, as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Parcel A-21 Project Improvements against the lands within the Assessment Area Two - Parcel A-21 Project Area within the District specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Methodology Report (Infrastructure Project Special Assessment Bonds for Assessment Area A-21 Parcel Project)*, dated November 21, 2024, prepared by Special District Services, Inc., as may be further supplemented (collectively, the “Assessment Report”), attached hereto as **Exhibit B** and incorporated herein by this reference, as amended from time to time by the Board, which results in the Assessments set forth on the final assessment roll; and

(iii) it is hereby declared that the Parcel A-21 Project Improvements will constitute a direct and special benefit to all parcels of assessable real property within Assessment Area Two – Parcel A-21 Project Area as listed on said final assessment roll and as defined in the Assessment Report, and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Exhibit B**; and

(iv) it is in the best interests of the District that the Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That the Parcel A-21 Project Improvements initially described in the Initial Assessment Resolution and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF PARCEL A-21 PROJECT IMPROVEMENTS. The total estimated costs of the Parcel A-21 Project Improvements and the costs to be paid by Assessments on all directly and specially benefited property are set forth in **Exhibit A** and **Exhibit B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on parcels within the Assessment Area Two – Parcel A-21 Project Area specially benefited by the Parcel A-21 Project Improvements, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Assessments, as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the “Improvement Lien Book.” The Assessment or Assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the liens of all state, county, district, municipal or other governmental taxes and superior in dignity to all other non-federal liens, titles, and claims. Prior to the issuance of any Bonds, including the Parcel A-21 A Bonds or any refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments

to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of the Parcel A-21 A Bonds or any refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of each series of Parcel A-21 A Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF ASSESSMENTS. When the entirety of the Parcel A-21 Project Improvements have been constructed or otherwise completed to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a portion of the Parcel A-21 Project Improvements funded by the Parcel A-21 A Bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Parcel A-21 Project Improvements. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Assessments for the entirety of the Parcel A-21 Project Improvements attributable to the Parcel A-21 A Bonds has been determined, the term "Assessment" shall, with respect to each parcel, mean the sum of those costs of the Parcel A-21 Project Improvements.

SECTION 7. PAYMENT OF ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) annual installments of principal and interest (excluding any capitalized interest). The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Parcel A-21 Project Improvements and the adoption by the Board of a resolution accepting the Parcel A-21 Project Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in the debt as actually issued by the District. At any time subsequent to thirty (30) days after the Parcel A-21 Project Improvements has been completed and a resolution accepting the Parcel A-21 Project Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments or a portion of the remaining balance of the Assessment at any time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the “Uniform Method”). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Such Assessments shall at all times be collected in a manner consistent with applicable trust indenture.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Palm Beach County who may notify each owner of a lot or parcel within the District of the amount of the Assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) There may be required from time to time certain true-up payments as specified in the Assessment Report and in agreement(s) between the District and the Landowner(s) of lands within the Assessment Area Two – Parcel A-21 Project Area.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with the developer that it intends to develop the lands within the Assessment Area Two - Parcel A-21 Project Area as described in **Exhibit B**. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to Parcel A-21 A Bonds issued to finance a portion of the Parcel A-21 Project Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology in the Assessment Report to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Parcel A-21 Project Improvements, the Board shall by resolution take appropriate action to equitably reallocate or reduce the Assessments accordingly. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

SECTION 9. GOVERNMENTAL PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Assessments. If at any time, any real property on which Assessments are imposed

by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity (without consent of such governmental unit or entity to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable to the District immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District’s Secretary is hereby authorized to record, for each series of the Parcel A-21 A Bonds, a general Notice of Assessments or Lien of Record relating the Assessments in the Official Records of Palm Beach County, Florida.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, THIS 23rd DAY OF JANUARY, 2025.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Jason Pierman, Secretary

Virginia Cepero, Chair, Board of Supervisors

Exhibit A: *Eighth Supplemental Engineer’s Report (Parcels A-10, A-11, A-21 Projects), dated October 22, 2024, prepared by Ballbe & Associates*

Exhibit B: *Master Special Assessment Methodology Report (Infrastructure Project Special Assessment Bonds for Assessment Area A-21 Parcel Project), dated November 21, 2024, prepared by Special District Services, Inc.*

Keywords:

Notice of Public Hearing to Levy Assessments for POD 21

[View original file](#)

NOTICE OF HEARING TO LEVY AND PROVIDE FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS (PARCEL A-21 PROJECT - SERIES 2025A AND SERIES 2025B)

Notice is hereby given that the Board of Supervisors (the "Board") of the Avenir Community Development District (the "District"), located in Palm Beach Gardens, Florida, will conduct a public hearing to levy non-ad valorem special assessments against certain properties within the boundaries of the District. The general location of these Parcel A-21 Project Improvements is located within 62.992 +/- acres of the District (which District totals approximately 2,427.5 acres) located approximately one (1) mile east of Pratt-Whitney Road on the north side of Northlake Boulevard (the "Assessment Area Two - Parcel A-21 Project Area").


The purpose of the special assessments is to fund the cost of certain infrastructure improvements to certain properties within the area described above. The nature of the Parcel A-21 Project Improvements generally consists of water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks and other related improvements, all as described more particularly in the *Eight Supplemental Engineer's Report (Parcels A-10, A-11, A-21 Projects)*, prepared by Balbe & Associates, and dated October 22, 2024, and in the plans and specifications on file in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "Improvements"). A description of each property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained by all persons interested in the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

A public hearing to receive comments from affected property owners as to the propriety and advisability of making such Parcel A-21 Project Improvements, as to the cost thereof as to the manner of payment thereof; and as to the amount thereof to be assessed against each parcel will be held on January 23, 2025, at 12:30 p.m. at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410.

All affected property owners have a right to appear at the public hearing. Actions taken by the Board at this public hearing, or as the hearing may be continued, in adopting a final assessment resolution shall be the final adjudication of the subject presented, including the levy of the non-ad valorem special assessments, the ascertainment and declaration of direct and special benefits peculiar to the property, the fairness and reasonableness of the duty to pay and the rate of assessment, unless proper steps are initiated in a court of competent jurisdiction within ten (10) working days of the date of Board action at the hearing.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing, such persons will need a record of the proceedings and for such purpose said person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least five (5) days' notice prior to the proceeding. Please contact the District Manager at (561) 630-4922 or toll free at (877) 737-4922 for assistance. If hearing impaired, telephone the Florida Relay Service (800) 955-8771 (TDD) for assistance.



AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenirdd.org
PUBLISH: THE PALM BEACH POST 01/06/25 & 01/13/25
WC-48037021

RESOLUTION NO. 2025-06

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS CONSTITUTING THE PARCEL A-21 PROJECT IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS TO SECURE THE DISTRICT’S SPECIAL ASSESSMENT B BONDS (PARCEL A-21 PROJECT) IN ONE OR MORE SERIES (THE “PARCEL A-21 B BONDS”) ON PROPERTY WITHIN THE ASSESSMENT AREA TWO – PARCEL A-21 PROJECT AREA WITHIN THE DISTRICT SPECIALLY BENEFITED BY THE PARCEL A-21 PROJECT IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT’S INTENTION TO ISSUE ITS PARCEL A-21 B BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, pursuant to Resolution No. 2024-25 (the “Initial Assessment Resolution”), the Avenir Community Development District (“District”), through its Board of Supervisors (the “Board”) previously indicated its intention to construct and/or purchase certain types of infrastructure improvements and to finance a portion of the Parcel A-21 Project Improvements, as defined herein and in the Initial Assessment Resolution through the issuance of bonds, in one or more series, which bonds would be repaid by the imposition of non-ad valorem special assessments (the “Assessments”) on benefited property within the Assessment Area Two - Parcel A-21 Project Area, within the District; and

WHEREAS, the Board noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such Assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct such infrastructure improvements consisting of, but not limited to, water distribution and wastewater systems, surface water management and drainage system, and landscaping, irrigation, walls, hardscapes, sidewalks and other related improvements; and other infrastructure projects and services necessitated by the development of and serving lands within the Assessment Area Two - Parcel A-21 Project Area, as such term is defined in the Initial Assessment Resolution, within the District (the "Parcel A-21 Project Improvements"), all as described more particularly in the *Eighth Supplemental Engineer's Report (Parcels A-10, A-11, A-21 Projects)*, dated October 22, 2024, prepared by Ballbe & Associates, Inc., as amended and supplemented from time to time (the "Engineer's Report") and in the plans and specifications on file in the offices of Special District Services, Inc., located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District Offices"), which Engineer's Report is attached hereto and made a part hereof as **Exhibit A** and which plans and specifications are by specific reference incorporated herein and made a part hereof.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose the Assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such Assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Parcel A-21 Project Improvements, the nature and location of which was initially described in the Initial Assessment Resolution, and described more particularly in the Engineer's Report; and (ii) the cost of such Parcel A-21 Project Improvements be assessed against the lands within the Assessment Area Two - Parcel A-21 Project Area directly and specially benefited by such Parcel A-21 Project Improvements; and (iii) the District issue its Avenir Community Development District Special Assessment Bonds (Parcel A-21 Project) in one or more series (the "Parcel A-21 B Bonds") and levy Assessments within the Assessment Area Two - Parcel A-21 Project Area to provide funds for such purposes pending the receipt of such Assessments.

(e) The provision of said Parcel A-21 Project Improvements, the levying of such Assessments and the sale and issuance of the Parcel A-21 B Bonds serves a proper, essential, and valid public purpose and is in the best interests of the District and its landowners and residents within the Assessment Area Two - Parcel A-21 Project Area.

(f) In order to provide funds with which to pay a portion of the costs of the Parcel A-21 Project Improvements which are to be assessed against the benefitted properties within the

Assessment Area Two - Parcel A-21 Project Area, pending the collection of such Assessments, it is necessary for the District to issue and sell its Parcel A-21 B Bonds.

(g) Pursuant to the Initial Assessment Resolution and other resolutions, the Board determined to provide the Parcel A-21 Improvements and to defray a portion of the costs thereof by making Assessments on directly and specially benefited property and expressed an intention to issue the Parcel A-21 B Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Parcel A-21 Improvements prior to the collection of such Assessments. The Initial Assessment Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by the Initial Assessment Resolution, said Initial Assessment Resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by the Initial Assessment Resolution, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution No. 2024-26, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements constituting the Parcel A-21 Project Improvements (2) the cost thereof, (3) the manner of payment therefor, and (4) the amount thereof to be assessed against each specially benefited property or parcel within the Assessment Area Two - Parcel A-21 Project Area and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board at the District Offices.

(l) On January 23, 2025, at the time and place specified in Resolution No. 2024-26, and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Parcel A-21 Project Improvements, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the Parcel A-11 Project Cost (as defined in the Initial Assessment Resolution) of the Parcel A-21 Project Improvements is \$15,619,792, as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Parcel A-21 Project Improvements against the lands within the Assessment Area Two - Parcel A-21 Project Area within the District specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Methodology Report (Infrastructure Project Special Assessment Bonds for Assessment Area A-21 Parcel Project)*, dated November 21, 2024, prepared by Special District Services, Inc., as may be further supplemented (collectively, the “Assessment Report”), attached hereto as **Exhibit B** and incorporated herein by this reference, as amended from time to time by the Board, which results in the Assessments set forth on the final assessment roll; and

(iii) it is hereby declared that the Parcel A-21 Project Improvements will constitute a direct and special benefit to all parcels of assessable real property within Assessment Area Two – Parcel A-21 Project Area as listed on said final assessment roll and as defined in the Assessment Report, and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Exhibit B**; and

(iv) it is in the best interests of the District that the Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That the Parcel A-21 Project Improvements initially described in the Initial Assessment Resolution and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF PARCEL A-21 PROJECT IMPROVEMENTS. The total estimated costs of the Parcel A-21 Project Improvements and the costs to be paid by Assessments on all directly and specially benefited property are set forth in **Exhibit A** and **Exhibit B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on parcels within the Assessment Area Two – Parcel A-21 Project Area specially benefited by the Parcel A-21 Project Improvements, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Assessments, as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the “Improvement Lien Book.” The Assessment or Assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the liens of all state, county, district, municipal or other governmental taxes and superior in dignity to all other non-federal liens, titles, and claims. Prior to the issuance of any Bonds, including the Parcel A-21 B Bonds or any refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments

to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of the Parcel A-21 B Bonds or any refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of each series of Parcel A-21 B Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF ASSESSMENTS. When the entirety of the Parcel A-21 Project Improvements have been constructed or otherwise completed to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a portion of the Parcel A-21 Project Improvements funded by the Parcel A-21 B Bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Parcel A-21 Project Improvements. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Assessments for the entirety of the Parcel A-21 Project Improvements attributable to the Parcel A-21 B Bonds has been determined, the term "Assessment" shall, with respect to each parcel, mean the sum of the costs of those Parcel A-21 Project Improvements.

SECTION 7. PAYMENT OF ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) annual installments of principal and interest (excluding any capitalized interest). The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Parcel A-21 Project Improvements and the adoption by the Board of a resolution accepting the Parcel A-21 Project Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in the debt as actually issued by the District. At any time subsequent to thirty (30) days after the Parcel A-21 Project Improvements has been completed and a resolution accepting the Parcel A-21 Project Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments or a portion of the remaining balance of the Assessment at any time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the “Uniform Method”). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Such Assessments shall at all times be collected in a manner consistent with applicable trust indenture.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Palm Beach County who may notify each owner of a lot or parcel within the District of the amount of the Assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) There may be required from time to time certain true-up payments as specified in the Assessment Report and in agreement(s) between the District and the Landowner(s) of lands within the Assessment Area Two – Parcel A-21 Project Area.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with the developer that it intends to develop the lands within the Assessment Area Two - Parcel A-21 Project Area as described in **Exhibit B**. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to Parcel A-21 B Bonds issued to finance a portion of the Parcel A-21 Project Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology in the Assessment Report to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Parcel A-21 Project Improvements, the Board shall by resolution take appropriate action to equitably reallocate or reduce the Assessments accordingly. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

SECTION 9. GOVERNMENTAL PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Assessments. If at any time, any real property on which Assessments are imposed

by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity (without consent of such governmental unit or entity to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable to the District immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District’s Secretary is hereby authorized to record, for each series of the Parcel A-21 B Bonds, a general Notice of Assessments or Lien of Record relating the Assessments in the Official Records of Palm Beach County, Florida.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, THIS 23rd DAY OF JANUARY, 2025.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Jason Pierman, Secretary

Virginia Cepero, Chair, Board of Supervisors

Exhibit A: *Eighth Supplemental Engineer’s Report (Parcels A-10, A-11, A-21 Projects), dated October 22, 2024, prepared by Ballbe & Associates*

Exhibit B: *Master Special Assessment Methodology Report (Infrastructure Project Special Assessment Bonds for Assessment Area A-21 Parcel Project), dated November 21, 2024, prepared by Special District Services, Inc.*

Structure No.: 187D1-187D4
Section , Township , Range : 28, 41S, 41E
Easement No.: c10400490
Parcel ID: N/A
(Maintained by County Appraiser)

RIGHT-OF-WAY CONSENT AGREEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereinafter referred to as "**Company**", hereby consents to Avenir Development, LLC whose mailing address is 550 Biltmore Way, Suite 110, Coral Gables, Florida 33134 , and Avenir Community Development District, a local unit of Special-purpose government organized under the provisions of Chapter 190 Florida Statutes, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 hereafter referred to as "**Licensee**", using an area within Company's right-of-way granted by that certain agreement recorded in Official Record Book 663 at Page 1635, Public Records of Palm Beach County, Florida. The said area within the Company's right-of-way, hereinafter referred to as "**Lands**", is more particularly described on **Exhibit "A"** attached hereto. The use of Lands by Licensee shall be solely for the purpose of Coconut Blvd. will be extended from the terminus of the existing roadway within the Avenir development traversing north along the eastern boundary of the Avenir conservation area and terminating at a new proposed signalized intersection with SR 710/Beeline Highway. Roadway improvements such as curb and gutter, asphalt, base, stabilization, drainage inlets, drainage pipes, striping, and sod are proposed within the existing FPL easement. Openings in the median traffic separator and outside curb and gutter are proposed to provide FPL with access to the existing maintenance road as shown on the plans and specifications submitted by Licensee, attached hereto as **Exhibit "B"**.

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.

2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its facilities and equipment, including parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, parking spaces and areas, and other improvements within thirty (30) days of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal , Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's facilities, equipment, parking spaces and areas, and other improvements and Licensee hereby agrees to reimburse Company for all of its costs and expense incurred in connection therewith upon demand.

3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.

4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a one hundred and fifty (150) foot wide area, clear of any activities, with a lineal measurement of seventy five (75) feet on each side of the centerline of Company's existing and planned facilities.

5. Licensee understands and agrees that the planting of trees, shrubs, and other foliage capable of exceeding fourteen (14) feet in height at full maturity is not permitted within Company's Lands.

6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities. Licensee hereby acknowledges the receipt and required execution of Form 360 **“Exhibit C”** prior to the commencement of construction within the Lands.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.

11. Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

12. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as FPL Entities), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property whether or not due to or caused by the negligence of FPL Entities, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.

13. Licensee shall, during the period of this Agreement, maintain at its sole expense a liability policy with minimum limits of \$1,000,000 for bodily injury or death of person(s) and \$1,000,000 for property damage arising out of a single occurrence. Said policy shall be endorsed to insure against obligations assumed by Licensee in the indemnity (Paragraph 12). A certificate of insurance shall be furnished to Company evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of FPL Entities until ten (10) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company. Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

15. The use granted herein as shown on **Exhibit "B"** shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. Licensee shall give Company ten (10) days prior written notice of its commencement of construction. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Paragraph 14 herein for failing to comply with the provisions contained herein unless Licensor grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction.

16. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

17. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this Consent Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys' fees.

18. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the company, which consent shall not be unreasonably withheld. Further, nothing herein shall be construed or interpreted as a waiver of the protections, immunities, and limitations of liability afforded the District pursuant to the doctrine of sovereign immunity and Section 768.28, Florida Statutes.

19. Licensee agrees that any review or approval by Company of the plans and/or specifications submitted by Licensee attached hereto as **Exhibit "B"**, the approval of the identity of any contractors, subcontractors and materialmen, or the delivery by Company of any construction specifications to Licensee, is solely for the purpose of processing this Consent, and without any representation or warranty whatsoever to Licensee with respect to the adequacy, correctness or efficiency thereof or otherwise and it is understood that such Company's approval does not absolve Licensee of any liability hereunder. Further, Licensee, in connection with the construction, maintenance and/or removal of improvements depicted on **Exhibit "B"** to the Agreement, agrees to observe and fully comply with all construction, operation and maintenance standards, as well as all applicable laws, rules and regulations of the United States, the State of Florida, and all agencies and political subdivisions thereof, including without limitation, the National Electric Safety Code and the Occupational Safety & Health Administration regulations, standards, rules, registers, directives or interpretations.

20. This Agreement includes and is subject to the provisions described on the attached Addendum.

The parties have executed this Agreement this _____ day of _____, 2025.

Witnesses:

Signature:
Print Name: _____

Signature:
Print Name: _____

FLORIDA POWER & LIGHT COMPANY

By: _____
Its: Corporate Real Estate Manager
Print Name: Peter K. Ramsey

Witnesses:

Signature:
Print Name: _____

Signature:
Print Name: _____

LICENSEE
AVENIR DEVELOPMENT, LLC

By: _____
Its: _____
Print Name: _____

(Corporate Seal)

LICENSEE:

**AVENIR COMMUNITY
DEVELOPMENT
DISTRICT**

Signature: _____
Print Name: _____

By: _____
Its: Chair, Board of Supervisors
Print Name: Virginia Cepero

Signature: _____
Print Name: _____

Structure No.: 187D1-187D4
Section , Township , Range : 28, 41S, 41E
Easement No.: c10400490
Parcel ID: N/A
(Maintained by County Appraiser)

WJP
Final
covenants
12/18/24

RIGHT-OF-WAY CONSENT AGREEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereinafter referred to as "**Company**", hereby consents to Avenir Development, LLC whose mailing address is 550 Biltmore Way, Suite 110, Coral Gables, Florida 33134 , and Avenir Community Development District, a local unit of Special-purpose government organized under the provisions of Chapter 190 Florida Statutes, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 hereafter referred to as "**Licensee**", using an area within Company's right-of-way granted by that certain agreement recorded in Official Record Book 663 at Page 1635, Public Records of Palm Beach County, Florida. The said area within the Company's right-of-way, hereinafter referred to as "**Lands**", is more particularly described on **Exhibit "A"** attached hereto. The use of Lands by Licensee shall be solely for the purpose of Coconut Blvd. will be extended from the terminus of the existing roadway within the Avenir development traversing north along the eastern boundary of the Avenir conservation area and terminating at a new proposed signalized intersection with SR 710/Beeline Highway. Roadway improvements such as curb and gutter, asphalt, base, stabilization, drainage inlets, drainage pipes, striping, and sod are proposed within the existing FPL easement. Openings in the median traffic separator and outside curb and gutter are proposed to provide FPL with access to the existing maintenance road as shown on the plans and specifications submitted by Licensee, attached hereto as **Exhibit "B"**.

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.

2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its facilities and equipment, including parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, parking spaces and areas, and other improvements within thirty (30) days of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal , Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's facilities, equipment, parking spaces and areas, and other improvements and Licensee hereby agrees to reimburse Company for all of its costs and expense incurred in connection therewith upon demand.

3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.

4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a one hundred and fifty (150) foot wide area, clear of any activities, with a lineal measurement of seventy five (75) feet on each side of the centerline of Company's existing and planned facilities.

5. Licensee understands and agrees that the planting of trees, shrubs, and other foliage capable of exceeding fourteen (14) feet in height at full maturity is not permitted within Company's Lands.

6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities. Licensee hereby acknowledges the receipt and required execution of Form 360 "Exhibit C" prior to the commencement of construction within the Lands.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.

11. Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

12. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as FPL Entities), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property whether or not due to or caused by the negligence of FPL Entities, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.

13. Licensee shall, during the period of this Agreement, maintain at its sole expense a liability policy with minimum limits of \$1,000,000 for bodily injury or death of person(s) and \$1,000,000 for property damage arising out of a single occurrence. Said policy shall be endorsed to insure against obligations assumed by Licensee in the indemnity (Paragraph 12). A certificate of insurance shall be furnished to Company evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of FPL Entities until ten (10) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company. Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

15. The use granted herein as shown on **Exhibit "B"** shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. Licensee shall give Company ten (10) days prior written notice of its commencement of construction. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Paragraph 14 herein for failing to comply with the provisions contained herein unless Licensor grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction.

16. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

17. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this Consent Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys' fees.

18. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the company, which consent shall not be unreasonably withheld. ~~Should the Licensee assign its rights and obligations under this Agreement to the Avenir Community Development District, a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes (the "District"), the District shall be required to maintain at its sole expense a public liability policy with minimum limits of \$1,000,000 for bodily injury or death of person(s) and \$1,000,000 for property damage arising out of a single occurrence. Further, nothing herein shall be construed or interpreted as a waiver of the protections, immunities, and limitations of liability afforded the District pursuant to the doctrine of sovereign immunity and Section 768.28, Florida Statutes. Jason will need to confirm what the policy limits of the CDD are and fill in the blanks above.~~

19. Licensee agrees that any review or approval by Company of the plans and/or specifications submitted by Licensee attached hereto as **Exhibit "B"**, the approval of the identity of any contractors, subcontractors and materialmen, or the delivery by Company of any construction specifications to Licensee, is solely for the purpose of processing this Consent, and without any representation or warranty whatsoever to Licensee with respect to the adequacy, correctness or efficiency thereof or otherwise and it is understood that such Company's approval does not absolve Licensee of any liability hereunder. Further, Licensee, in connection with the construction, maintenance and/or removal of improvements depicted on **Exhibit "B"** to the Agreement, agrees to observe and fully comply with all construction, operation and maintenance standards, as well as all applicable laws, rules and regulations of the United States, the State of Florida, and all agencies and political subdivisions thereof, including without limitation, the National Electric Safety Code and the Occupational Safety & Health Administration regulations, standards, rules, registers, directives or interpretations.

20. This Agreement includes and is subject to the provisions described on the attached Addendum.

The parties have executed this Agreement this _____ day of _____, 2024.

Witnesses:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

FLORIDA POWER & LIGHT COMPANY

By: _____
Its: Corporate Real Estate Manager
Print Name: Peter K. Ramsey

Witnesses:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

LICENSEE
AVENIR DEVELOPMENT, LLC

By: _____
Its: _____
Print Name: Virginia Cepero

*Virginia
should not
sign for
both
entities*

(Corporate Seal)

LICENSEE:

**AVENIR COMMUNITY
DEVELOPMENT
DISTRICT**

By: _____
Its: Chair, Board of Supervisors
Print Name: Virginia Cepero

EXHIBIT "A"

DESCRIPTION:

A PORTION OF CONSERVATION AREA TRACT C-1, AVENIR, AS RECORDED IN PLAT BOOK 127 PAGE 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF AVENIR, AS RECORDED IN PLAT BOOK 127, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID CONSERVATION AREA TRACT C-1, NORTH 53°39'56" WEST, A DISTANCE OF 468.42 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, SOUTH 36°20'04" WEST, A DISTANCE OF 35.00 FEET; THENCE, NORTH 53°39'56" WEST, A DISTANCE OF 108.00 FEET; THENCE, NORTH 36°20'04" EAST TO THE SAID NORTH LINE OF CONSERVATION AREA TRACT C-1, A DISTANCE OF 35.00 FEET; THENCE ALONG SAID NORTH LINE OF CONSERVATION AREA TRACT C-1, SOUTH 53°39'56" EAST, A DISTANCE OF 108.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.09 ACRES, MORE OR LESS.

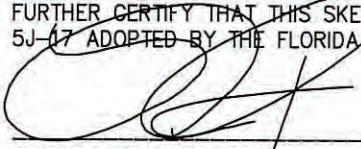
SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF NORTH 53°39'56" WEST ALONG THE NORTH LINE OF AVENIR, AS RECORDED IN PLAT BOOK 127 PAGES 85, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 11, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR AND
MAPPER #6272
STATE OF FLORIDA - LB #3591

SHEET 1 OF 2



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	10/11/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB #	7955

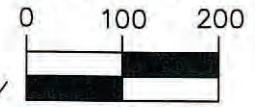
FPL EASEMENT
SKETCH OF DESCRIPTION

**CALOOSA
A RURAL SUBDIVISION**
(PB 33, PG 90)

EAST LINE OF SECTION 28, TOWNSHIP
41 SOUTH, RANGE 41 EAST



GRAPHIC SCALE



(IN FEET)
1 INCH = 200 FT.

**SEABAORD AIR LINE RAILROAD
CSX RAILROAD
(RIGHT-OF-WAY)**

**STATE ROAD NO. 710
BEELINE HIGHWAY
(RIGHT-OF-WAY MAP 9331-101)**

**POINT OF
BEGINNING**
S53°39'56"E
108.00'

35' FPL EASEMENT
(ORB 6633, PG 1635)

AVENIR
(PB 127, PG 85)

**CONSERVATION
AREA TRACT C-1**
(PB 127, PG 85)

**CONSERVATION EASEMENT
SUBJECT TO RESERVATIONS
AS RECORDED IN
(ORB 30087, PG 1697)**

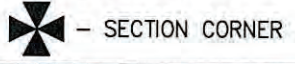
POINT OF COMMENCEMENT
NORTHEAST CORNER OF
AVENIR

NORHT LINE OF
CONSERVATION AREA TRACT
C-1
AVENIR
(PB 127, PG 85)

SOUTHWEST CORNER SECTION
28, TOWNSHIP 41 SOUTH,
RANGE 41 EAST

UNPLATTED LANDS
SECTION 34, TOWNSHIP 41
SOUTH, RANGE 41 EAST

- LEGEND:**
FPL - FLORIDA POWER & LIGHT
ORB - OFFICIAL RECORDS BOOK
PB - PLAT BOOK
PG - PAGE



SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	10/11/2024
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	Page 74 7955

**FPL EASEMENT
SKETCH OF DESCRIPTION**

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
SIGNALIZATION PLANS
STRUCTURE PLANS

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

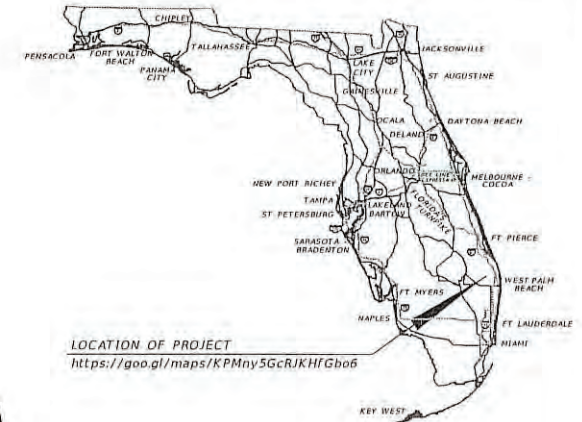
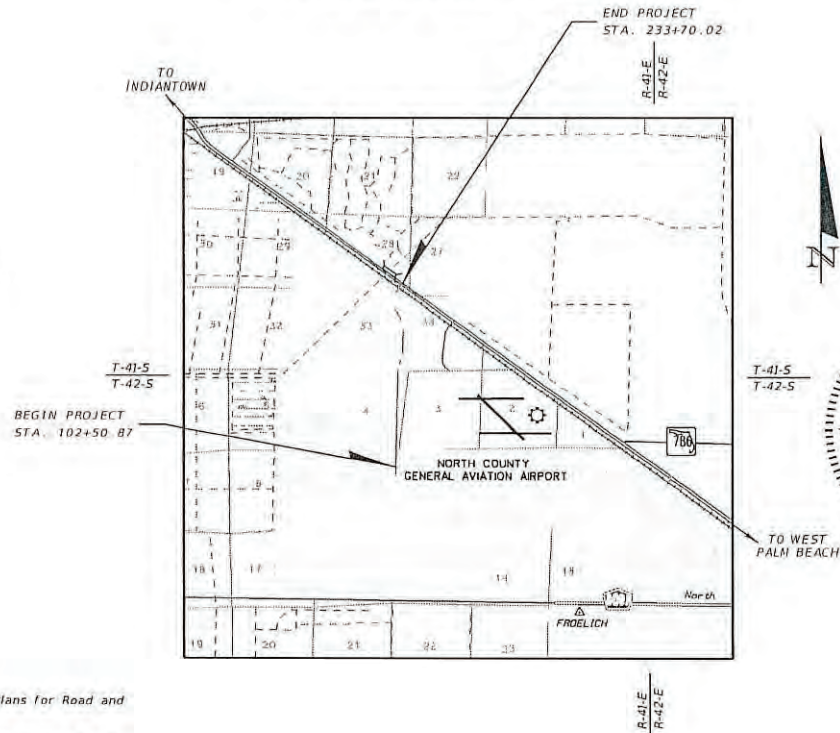
SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2 - 7	DRAINAGE MAP
8 - 13	TYPICAL SECTION
14	TYPICAL SECTION DETAILS
15 - 26	DRAINAGE STRUCTURE DATA
27 - 28	PROJECT LAYOUT
29	CURVE DATA
30	GENERAL NOTES
31 - 55	ROADWAY PLAN
56 - 78	ROADWAY PROFILE
79 - 81	GRADING DETAIL
82	GEOTECHNICAL SOIL SURVEY
83 - 160	CROSS SECTIONS
161	CANAL AND SWALE DETAIL
162 - 163	TEMPORARY TRAFFIC CONTROL PLANS
C10	SFWM RIPRAP DETAIL

Note: The intent of this plan set is to provide information required per the FPL Consent Agreement Application. The above Index does not reflect the sheets included in this partial set.

AVENIR DEVELOPMENT

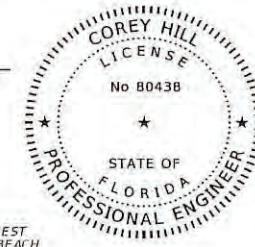
CONTRACT PLANS

COCONUT BOULEVARD EXTENSION FROM AVENIR CONNECTOR SPINE ROAD TO SR 710 PALM BEACH COUNTY, FLORIDA



LOCATION OF PROJECT

<https://goo.gl/maps/KPMny5GcRJKHfGbo6>



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

THE ABOVE NAMED PROFESSIONAL
ENGINEER SHALL BE RESPONSIBLE
FOR THE FOLLOWING SHEETS IN
ACCORDANCE WITH RULE 61G15-23.004 F.A.C

ROADWAY PLANS
ENGINEER OF RECORD:

COREY HILL, P.E.
P.E. LICENSE NUMBER 8043B
WGI, INC.
2035 VISTA PARKWAY
WEST PALM BEACH, FLORIDA, 33411
(561) 687-2220
VENDOR NO.: 65-0211367

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

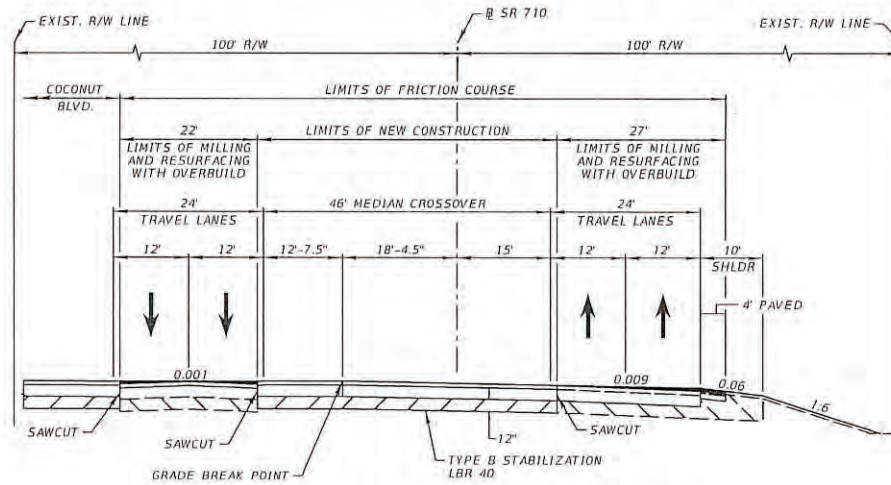
Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

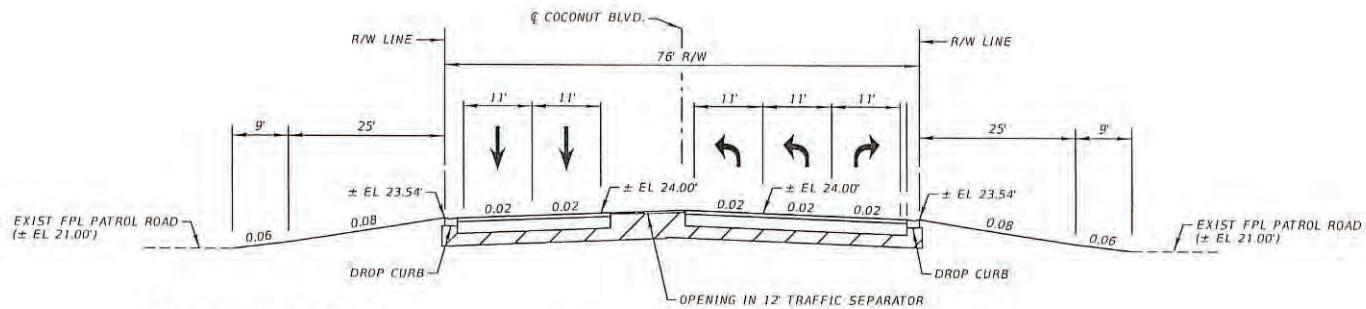
Florida Department of Transportation, FY2023-24 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

SHEET
NO.

1



SR 710 INTERSECTION PLATEAU DETAIL
STA. 618+18.54 TO STA. 619+70.54



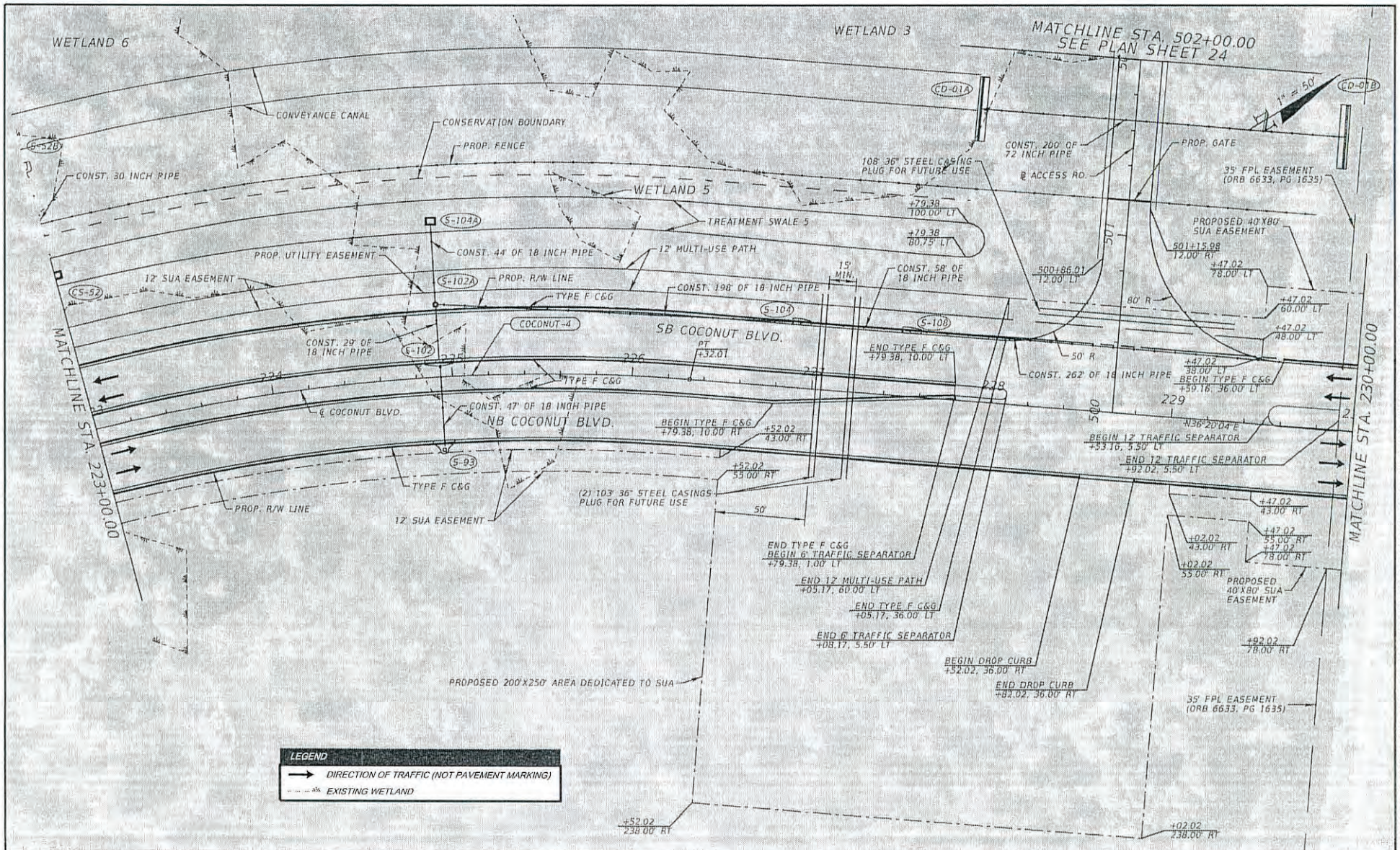
NOTE: ACCESS DRIVEWAYS NOT TO EXCEED 6% TOTAL GRADE BREAK

FPL ACCESS DETAIL
STA. 229+92.02 TO STA. 230+50.02

REVISIONS						 WGL COREY HILL, P.E. P.E. LICENSE NO. 80438 WGI, INC. 2035 VISTA PARKWAY WEST PALM BEACH, FL 33411	DRAWN BY: JA CHECKED BY: CAH DESIGNED BY: JA CHECKED BY: CAH		AVENIR DEVELOPMENT ROAD ID: COCONUT BLVD. CEMITY: PALM BEACH		SHEET TITLE: TYPICAL SECTION DETAILS PROJECT NAME: COCONUT BLVD. EXTENSION		SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		PROJECT NAME	PROJECT NAME					

Corey Hill 7/16/2024 3:44:58 PM c:\pwworking\wgi\corey\02219608\TYP5R01.dgn

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



LEGEND

→ DIRECTION OF TRAFFIC (NOT PAVEMENT MARKING)

---dashed line--- EXISTING WETLAND

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

WGI COREY HILL, P.E.
P.E. LICENSE NO. 80438

WGI, INC.
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

DESIGNED BY: JA
CHECKED BY: CAH

RESPONSED BY: JA
CHECKED BY: CAH

AVENIR DEVELOPMENT

ROAD NO. COCONUT BLVD. COUNTY PALM BEACH

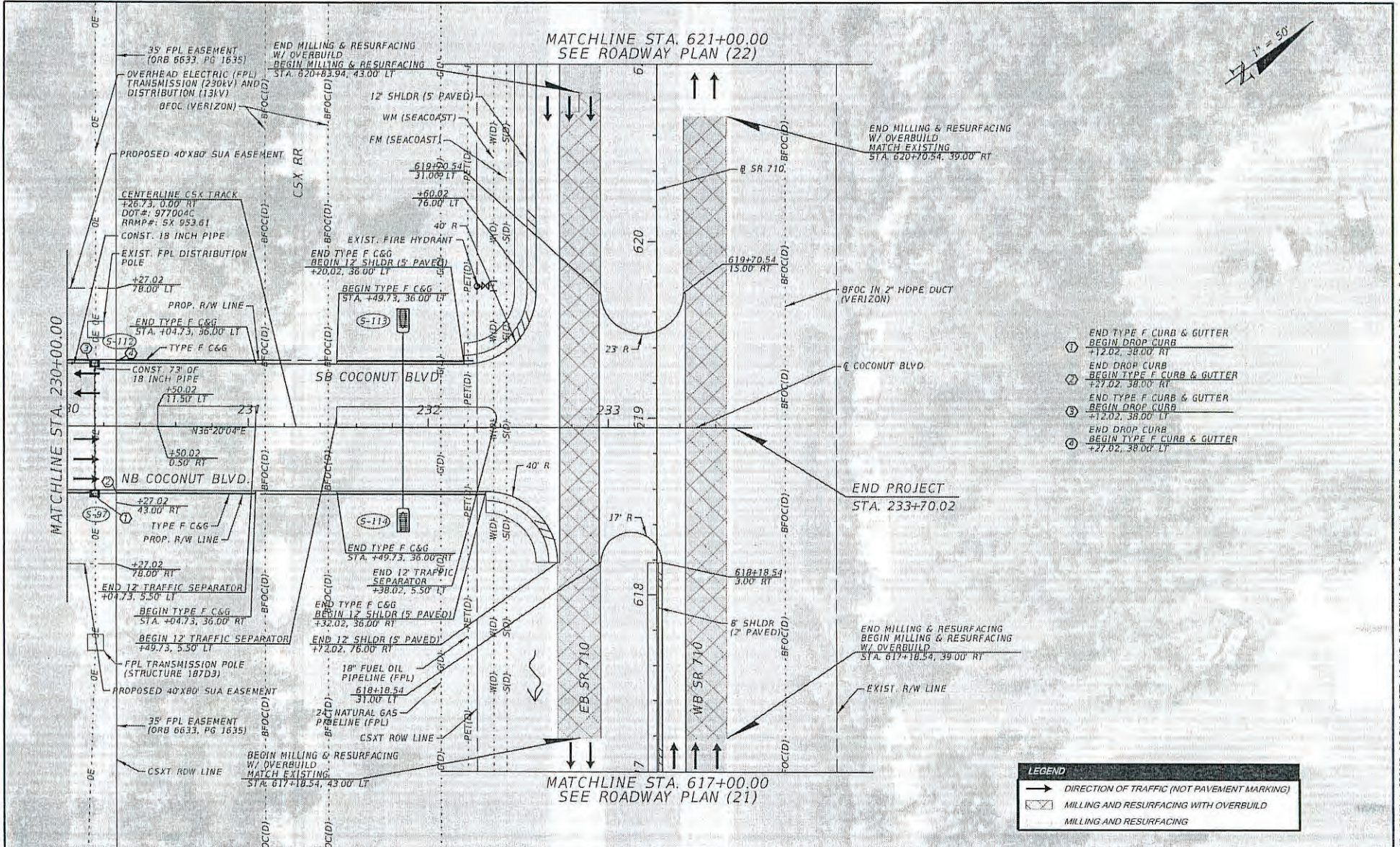
SHEET TITLE: ROADWAY PLAN (19)
COCONUT BLVD.

PROJECT NAME: COCONUT BLVD. EXTENSION

SHEET NO.

Corey Hill 7/16/2024 2:58:57 PM c:\pwworking\wgi\co Corey\2219608\PLANR001.dgn

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



- ① END TYPE F CURB & GUTTER
BEGIN DROP CURB
+12.02, 39.00 RT
- ② END DROP CURB
BEGIN TYPE F CURB & GUTTER
+27.02, 38.00 RT
- ③ END TYPE F CURB & GUTTER
BEGIN DROP CURB
+12.02, 38.00 LT
- ④ END DROP CURB
BEGIN TYPE F CURB & GUTTER
+27.02, 38.00 LT

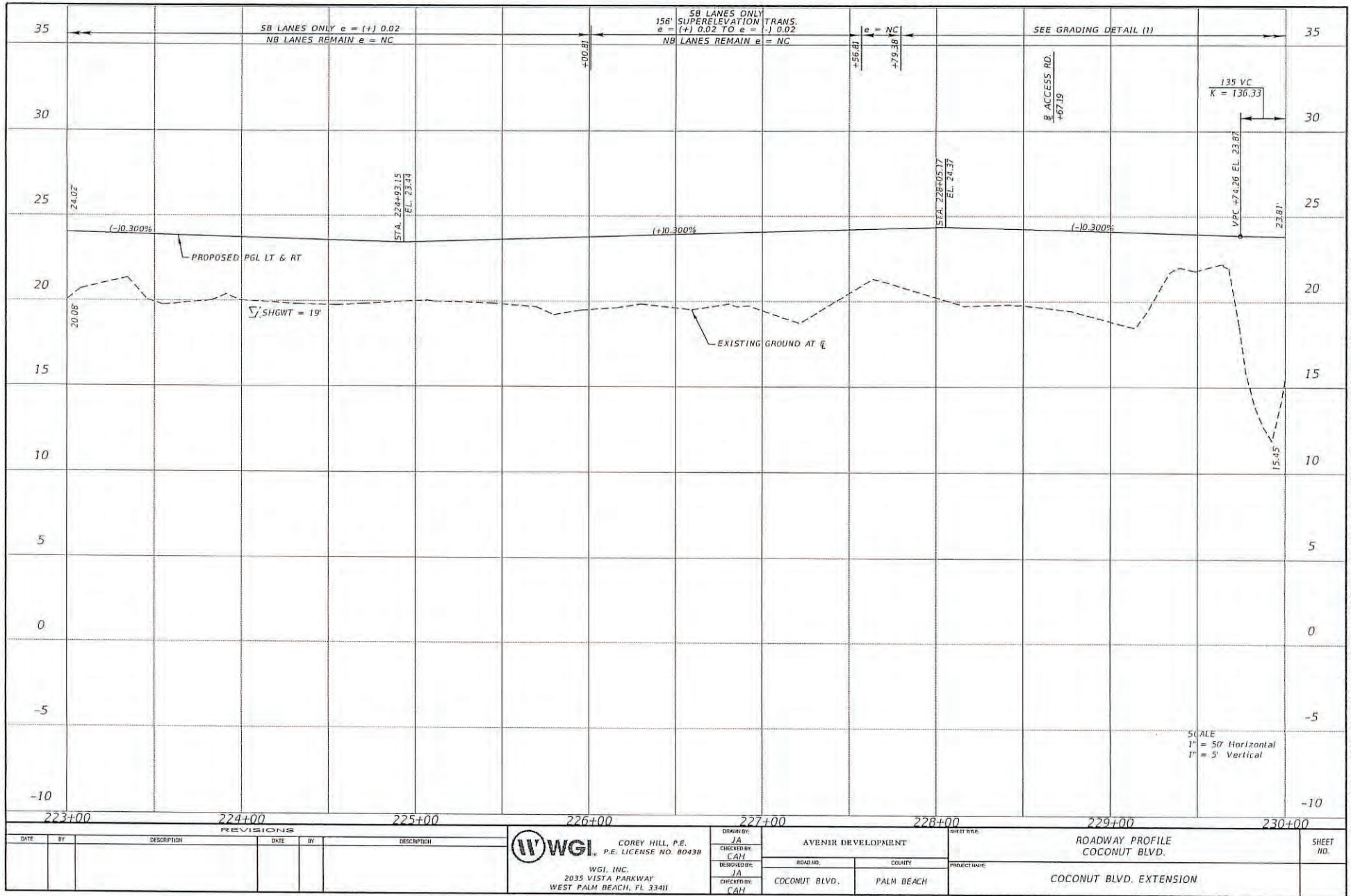
LEGEND

- DIRECTION OF TRAFFIC (NOT PAVEMENT MARKING)
- [Hatched Box] MILLING AND RESURFACING WITH OVERBUILD
- [Dotted Box] MILLING AND RESURFACING

REVISIONS				DRAWN BY: JA	AVENIR DEVELOPMENT		SHEET TITLE:	
DATE	BY	DESCRIPTION	DATE		BY	DESCRIPTION	ROAD NO.	COUNTY
WGI, INC. COREY HILL, P.E. P.E. LICENSE NO. 80438 WEST PALM BEACH, FL 33411				CHECKED BY: CAH DESIGNER BY: JA CHECKED BY: CAH	COCONUT BLVD. PALM BEACH	PROJECT NAME: COCONUT BLVD. EXTENSION	SHEET NO. 50	

Corey Hill 7/16/2024 3:55:03 PM c:\pwworking\wgi\corey\2219608\PLANR001.dgn

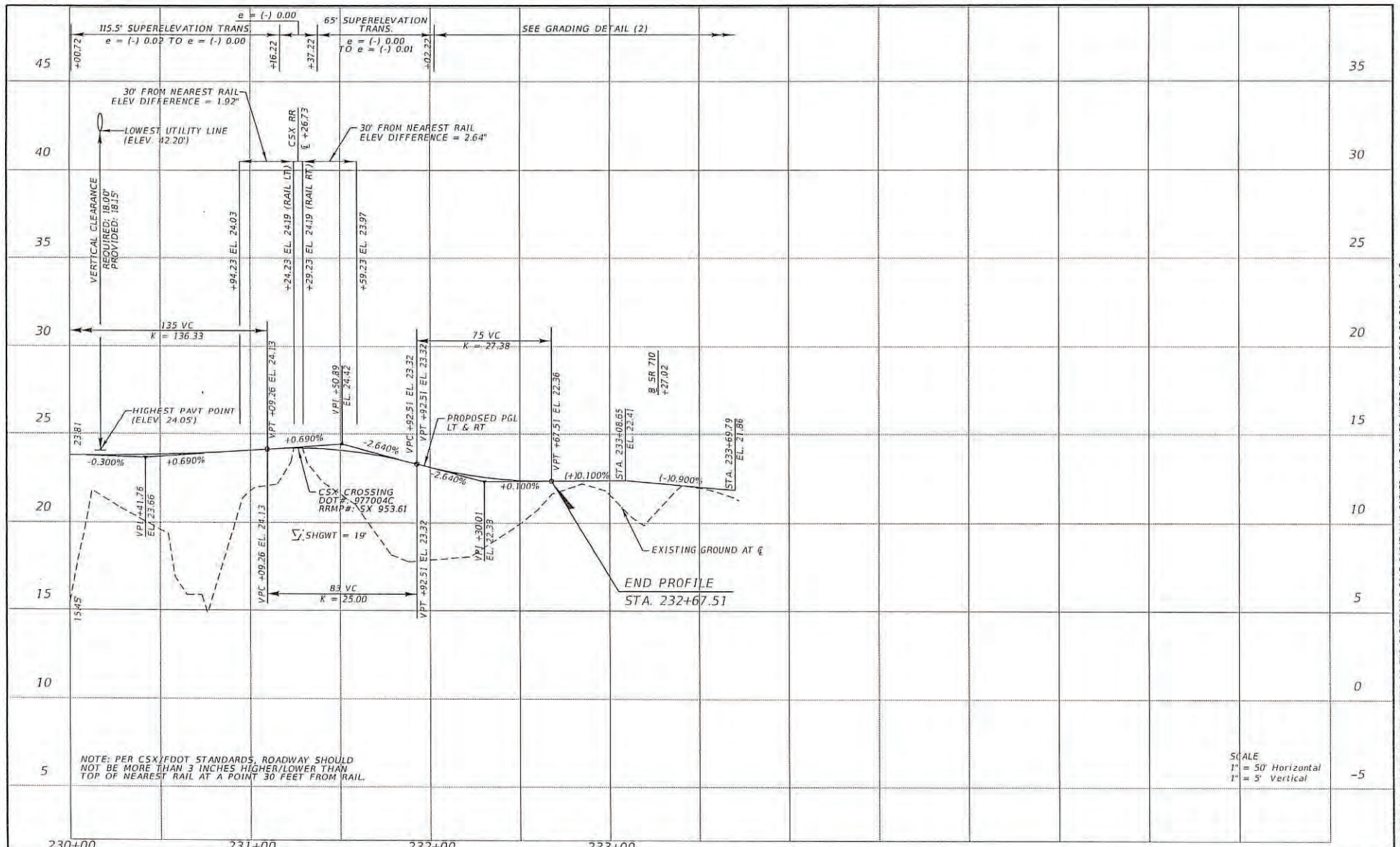
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-33.004, F.A.C.

223+00	224+00	225+00	226+00	227+00	228+00	229+00	230+00
REVISIONS							
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		

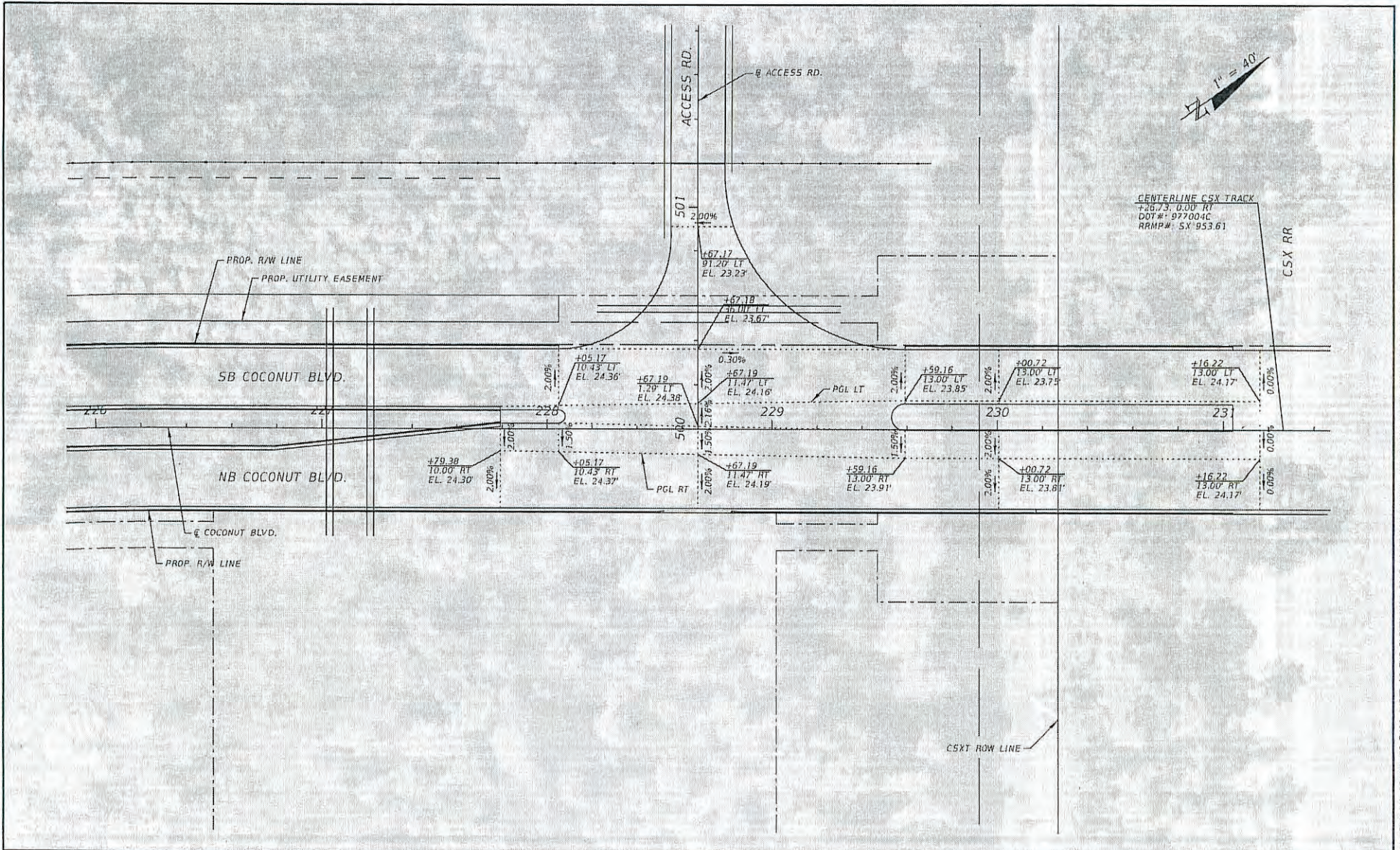
WGI COREY HILL, P.E. P.E. LICENSE NO. 80438 WGI, INC. 2035 VISTA PARKWAY WEST PALM BEACH, FL 33411	DRAWN BY: JA CHECKED BY: CAH DESIGNED BY: JA CHECKED BY: CAH	AVENIR DEVELOPMENT ROAD NO. COUNTY COCONUT BLVD. PALM BEACH	SHEET TITLE: ROADWAY PROFILE COCONUT BLVD. PROJECT NAME: COCONUT BLVD. EXTENSION	SHEET NO. _____
--	---	--	---	------------------------



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
REVISIONS					

 COREY HILL, P.E. P.E. LICENSE NO. 80438 WGI, INC. 2035 VISTA PARKWAY WEST PALM BEACH, FL 33411	DRAWN BY: JA CHECKED BY: CAH DESIGNED BY: JA CHECKED BY: CAH	AVENIR DEVELOPMENT ROAD NO. COUNTY COCONUT BLVD. PALM BEACH	SHEET TITLE ROADWAY PROFILE COCONUT BLVD. PROJECT NAME COCONUT BLVD. EXTENSION	SHEET NO. 75
--	---	---	--	-----------------

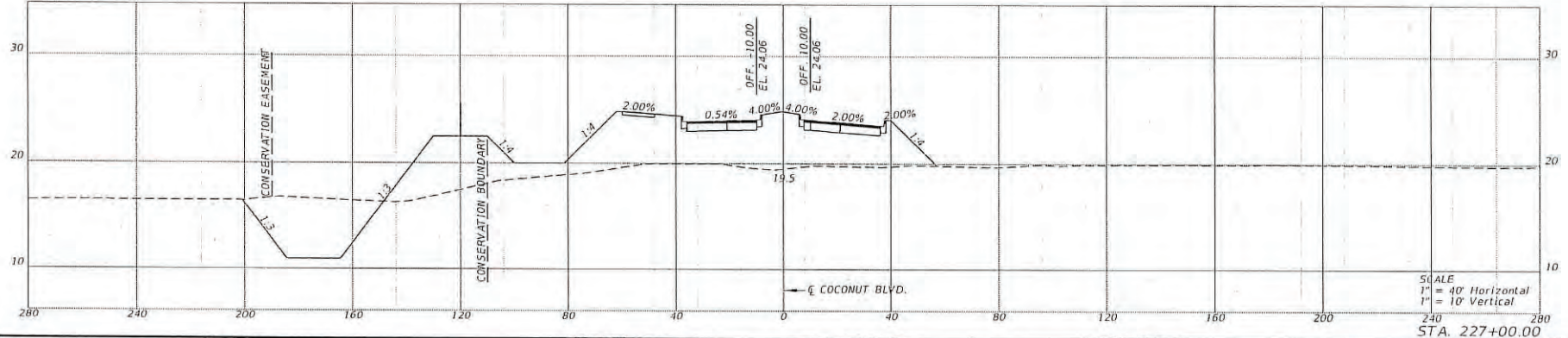
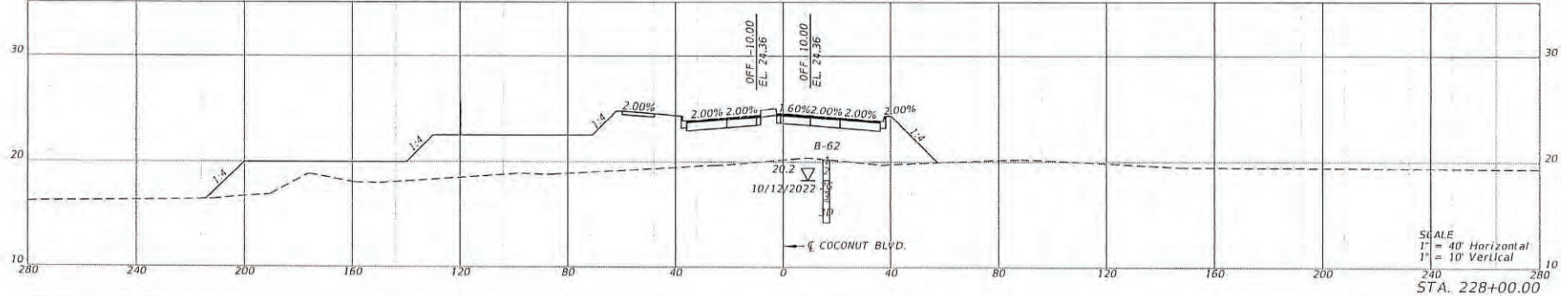
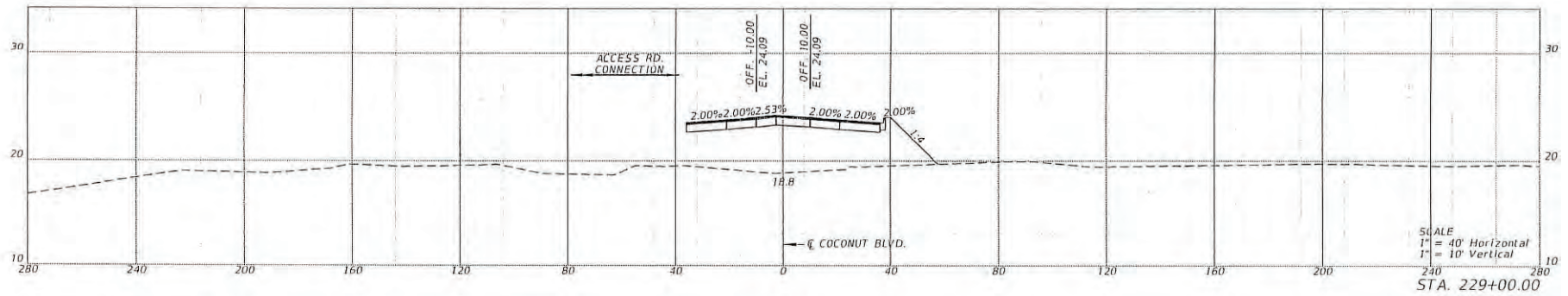


THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS				DATE	BY	DESCRIPTION
DATE	BY	DESCRIPTION				

WGI, INC. COREY HILL, P.E. P.E. LICENSE NO. 80438 2035 VISTA PARKWAY WEST PALM BEACH, FL 33411	DRAWN BY: JA CHECKED BY: CAH DESIGNED BY: JA CHECKED BY: CAH	AVENIR DEVELOPMENT ROAD NO.: COUNTY:	SHEET TITLE: GRADING DETAIL (1)	SHEET NO.:
	COCONUT BLVD. PALM BEACH	PROJECT NAME: COCONUT BLVD. EXTENSION		

Corey Hill 6/13/2024 4:20:25 PM c:\pwworking\wgi\co Corey\2219608\INTDRD01.dgn

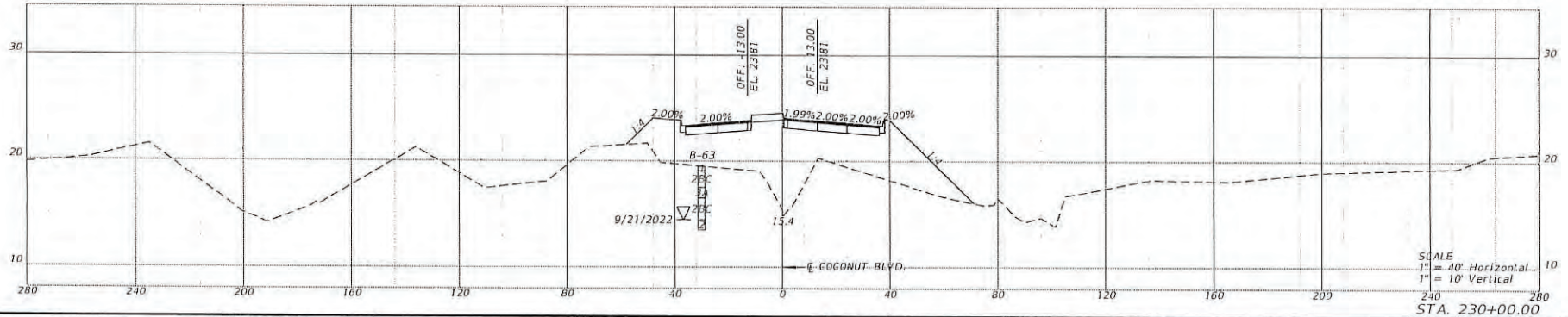
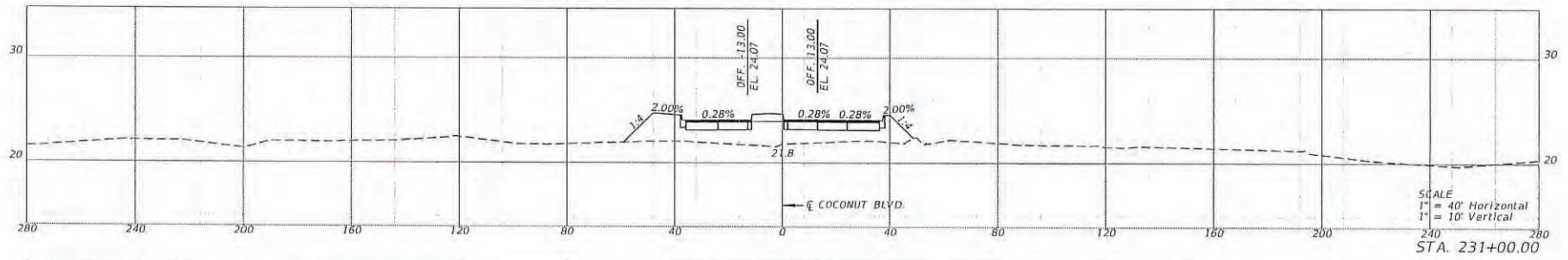
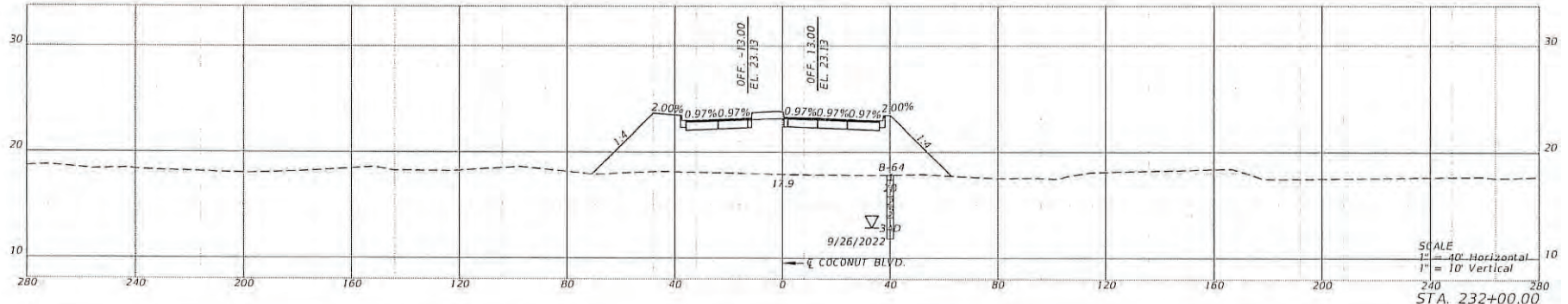


REVISIONS						 WGI COREY HILL, P.E. P.E. LICENSE NO. 80438 WGI, INC. 2035 VISTA PARKWAY WEST PALM BEACH, FL 33411	AVENIR DEVELOPMENT ROAD NO. COUNTY COCONUT BLVD. PALM BEACH		SHEET TITLE: CROSS SECTIONS COCONUT BLVD. PROJECT NAME: COCONUT BLVD. EXTENSION		SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		DATE	BY			

Corey Hill 6/13/2024 4:23:43 PM c:\pwworking\wgi\corey\2219600\RD\XSRD01.dgn

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.




REVISIONS				COREY HILL, P.E. P.E. LICENSE NO. 80438 WGI, INC. 2035 VISTA PARKWAY WEST PALM BEACH, FL 33411	AVENIR DEVELOPMENT ROAD NO. COUNTY COCONUT BLVD. PALM BEACH		SHEET TITLE CROSS SECTIONS COCONUT BLVD. PROJECT NAME: COCONUT BLVD. EXTENSION		SHEET NO.
DATE	BY	DESCRIPTION	DATE		BY	DESCRIPTION	PROJECT NAME		

Corey Hill 6/13/2024 4:23:45 PM c:\pwworking\wgi\corey\22196606\RD15RD01.dgn

Structure Data

Label	Baseline Feature	Baseline Station (ft)	Baseline Offset (ft)	Structure Type	Bottom Dimensions	FDOT Standard Plans (400 index series) Notes	Remarks	Reference Point Elevation (ft)	Sump Elevation (Structure Invert) (ft)	-Pipe-Label
S-84A	CLCoconutBlvd	216+00.00	41.00 LT	MANHOLE TYPE 7	3.5' DIA.			25.61	20.10	(In) P-84 (Out) P-84A
S-86	CLCoconutBlvd	216+05.00	10.00 LT	DBI TYPE A				25.00	19.65	(In) P-89 (In) P-84A (Out) P-86
S-87	CLCoconutBlvd	207+70.00	41.50 RT	CURB INLET TYPE 3	4' DIA.			24.50	20.38	(Out) P-87
S-89	CLCoconutBlvd	216+00.00	41.50 RT	CURB INLET TYPE 3	4' DIA.			23.90	19.75	(Out) P-89
S-90	CLCoconutBlvd	218+65.00	10.00 LT	DBI TYPE A				24.50	18.65	(In) P-91 (In) P-86 (Out) P-90
S-90A	CLCoconutBlvd	218+65.00	85.00 LT	DBI TYPE E				20.00	17.25	(In) P-90
S-91	CLCoconutBlvd	218+65.00	41.50 RT	CURB INLET TYPE 4	4' DIA.			22.88	18.75	(Out) P-91
S-93	CLCoconutBlvd	224+93.15	41.50 RT	CURB INLET TYPE 4	4' DIA.			23.28	19.05	(Out) P-93
S-97	CLCoconutBlvd	230+15.00	41.50 RT	GUTTER INLET TYPE V	4' DIA.			23.35	19.05	(In) P-99 (In) P-95 (Out) P-97
S-102	CLCoconutBlvd	224+93.15	10.00 LT	DBI TYPE A				24.00	18.90	(In) P-93 (Out) P-102
S-102A	CLCoconutBlvd	224+93.15	41.00 LT	MANHOLE TYPE 7	3.5' DIA.			24.81	18.20	(In) P-102 (In) P-104 (Out) P-102A
S-104	CLCoconutBlvd	226+89.00	37.25 LT	CURB INLET TYPE 5	3.5' x 3.5'			24.93	18.40	(In) P-108 (Out) P-104
S-104A	CLCoconutBlvd	224+93.15	88.00 LT	DBI TYPE E				20.00	17.25	(In) P-104
S-108	CLCoconutBlvd	227+50.00	37.25 LT	CURB INLET TYPE 5	3.5' x 3.5'			23.65	18.50	(In) P-110 (Out) P-108
S-112	CLCoconutBlvd	230+15.20	37.25 LT	GUTTER INLET TYPE V	3.5' x 3.5'			23.27	18.90	(In) P-114 (In) P-97 (Out) P-112
CS-21	CLCoconutBlvd	120+00.00	85.00 LT	DBI TYPE D				20.00	16.21	(Out) P-21B

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS					 WGI, INC. 2035 VISTA PARKWAY WEST PALM BEACH, FL 33411	DRAWN BY: SE CHECKED BY: JS DESIGNED BY: SE CHECKED BY: JS	AVENIR DEVELOPMENT		SHEET TITLE: DRAINAGE STRUCTURE DATA COCONUT BLVD. EXTENSION	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY			DESCRIPTION	ROAD NO.		

Corey Hill 7/17/2024 10:15:12 AM c:\pwworking\wgi\corey\2219595\SUMDR01 - cal.dgn

This is to demonstrate to FPL that the drainage inlet is traffic loading (H-20)

Steel Grating - Detail USF 6657 GUTTER INLET STEEL GRATE SET

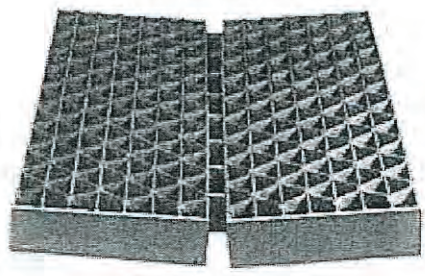
<< Previous

Next >>

USF 6657 GUTTER INLET STEEL GRATE SET

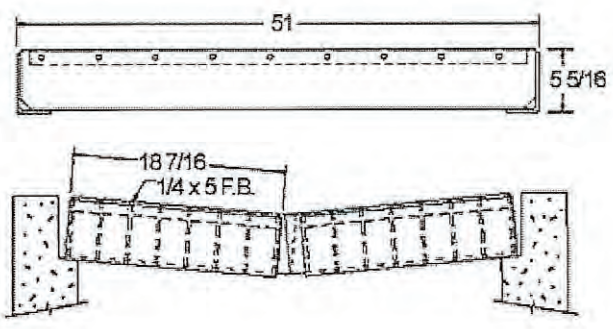
Back Summary Drawing

Add to Project



TYPE "V" H-20 LOADING

SPECIFY PAINTED OR GALVANIZED. TO ORDER ONE PIECE OF THIS GRATE SET, SPECIFY USF 6647



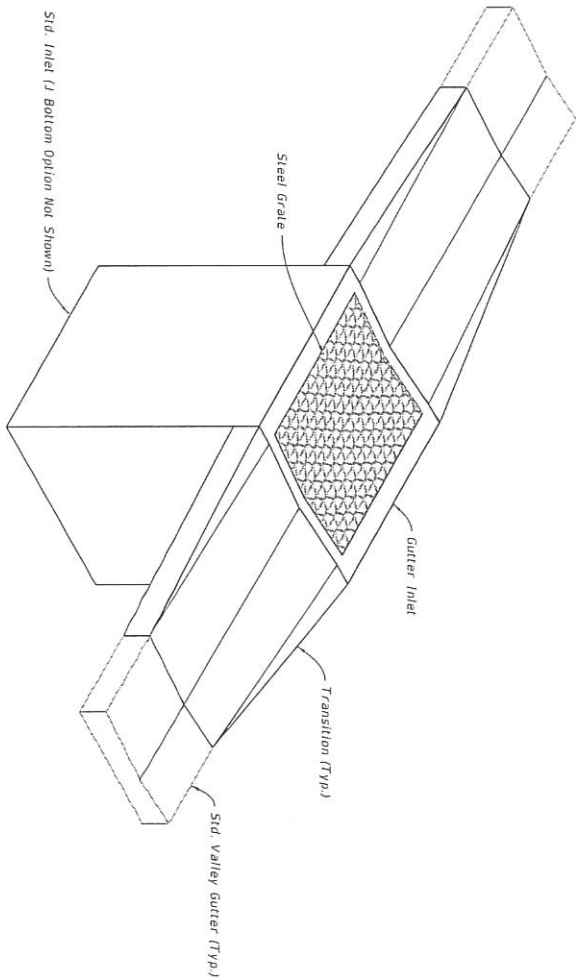
Grate Information

Grate#	Over All Size(AxB)	Seat Height (C)	Open Area	Load Rating	Spec Std
	51 x 18-7/16	5.3125	1305	H-20	TYPE 'V'

- GENERAL NOTES:**
1. Work this Index with Index 425-001 and Index 425-010.
 2. All reinforcing is Grade 60 bars with 2" min. cover unless otherwise noted. See Index 425-001 for equivalent area of welded wire fabric. Cut or bend bars out of way of pipe to clear pipe 1 1/2".
 3. Chamfer all exposed edges and corners 3/8" or tool to 1/4" radius.
 4. Dimensions are for both precast and cast-in-place inlets unless otherwise noted.

TABLE OF CONTENTS:

Sheet	Description
1	General Notes and Contents
2	Dimensional and Reinforcing Details
3	Steel Grate Details
4	Alternate A Structure Bottom - Top Slab Details



=====
GUTTER INLET TYPE V
 (Pipe Opening Not Shown)
 =====

LAST REVISION 10/01/20	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	GUTTER INLET TYPE V	INDEX 425-041	SHEET 1 of 4
---------------------------	--------------	--------------------------------------	---------------------	------------------	-----------------

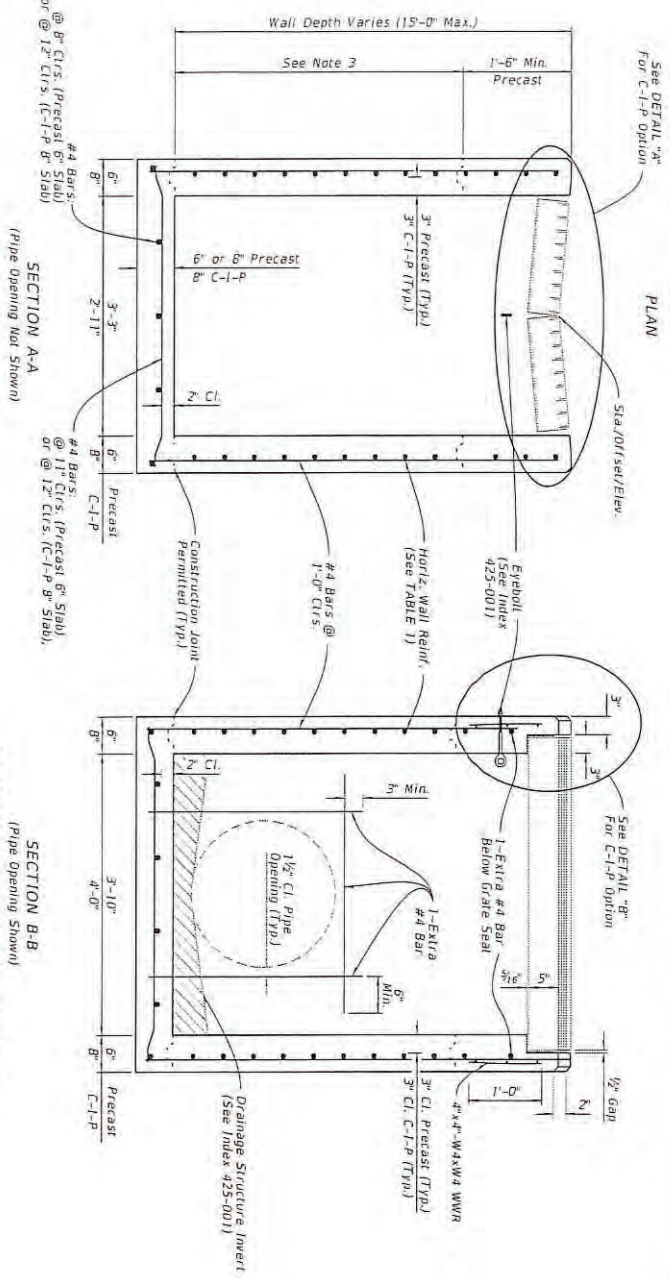
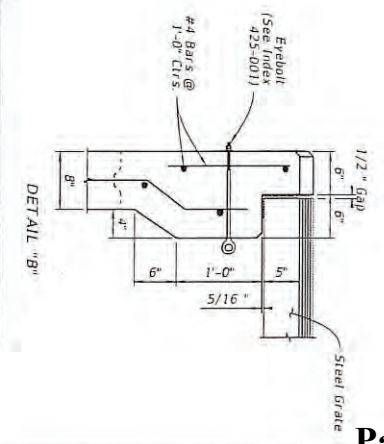
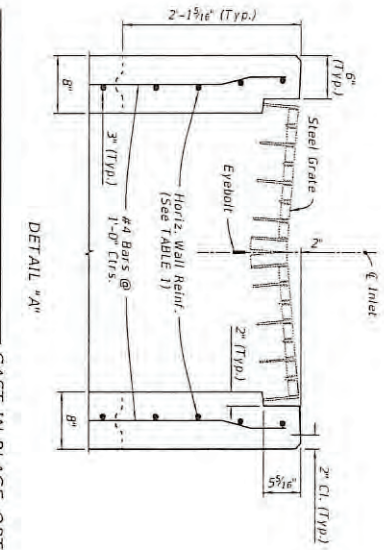
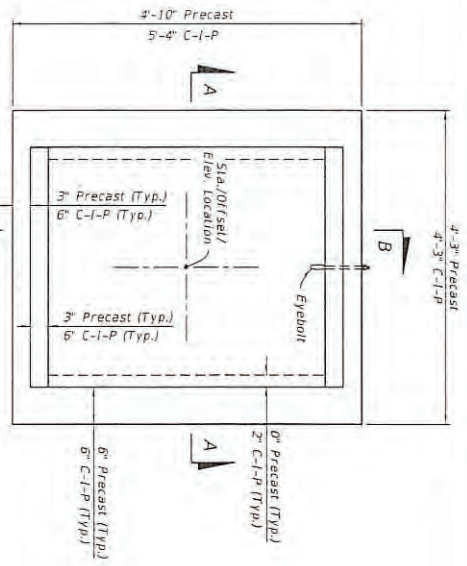


TABLE 1
HORIZONTAL WALL REINFORCING SCHEDULE

WALL DEPTH	SCHEDULE	AREA (in. ² /ft.)	MAX. SPACING BARS	WWR
0' - 5'	A12	0.20	12"	6"
5' - 9'	A6	0.20	6"	5"
9' - 12'	A4	0.20	4"	3"
9' - 15'	B5.5	0.24	5 1/2"	5"

- NOTES:**
1. Plan View: Grate, Concrete Ditch Pavement, and Soil not shown on structure detail.
 2. Precast Shown, Cast-In-Place (C-I-P) similar.
 3. Construction Joints permitted between these limits. See Index 425-001 for minimum dimensions.

DIMENSIONAL AND REINFORCING DETAILS

DIMENSIONAL AND REINFORCING DETAILS

LAST REVISION 10/01/20	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	GUTTER INLET TYPE V	INDEX 425-041	SHEET 2 of 4
---------------------------	--------------	--------------------------------------	---------------------	------------------	-----------------

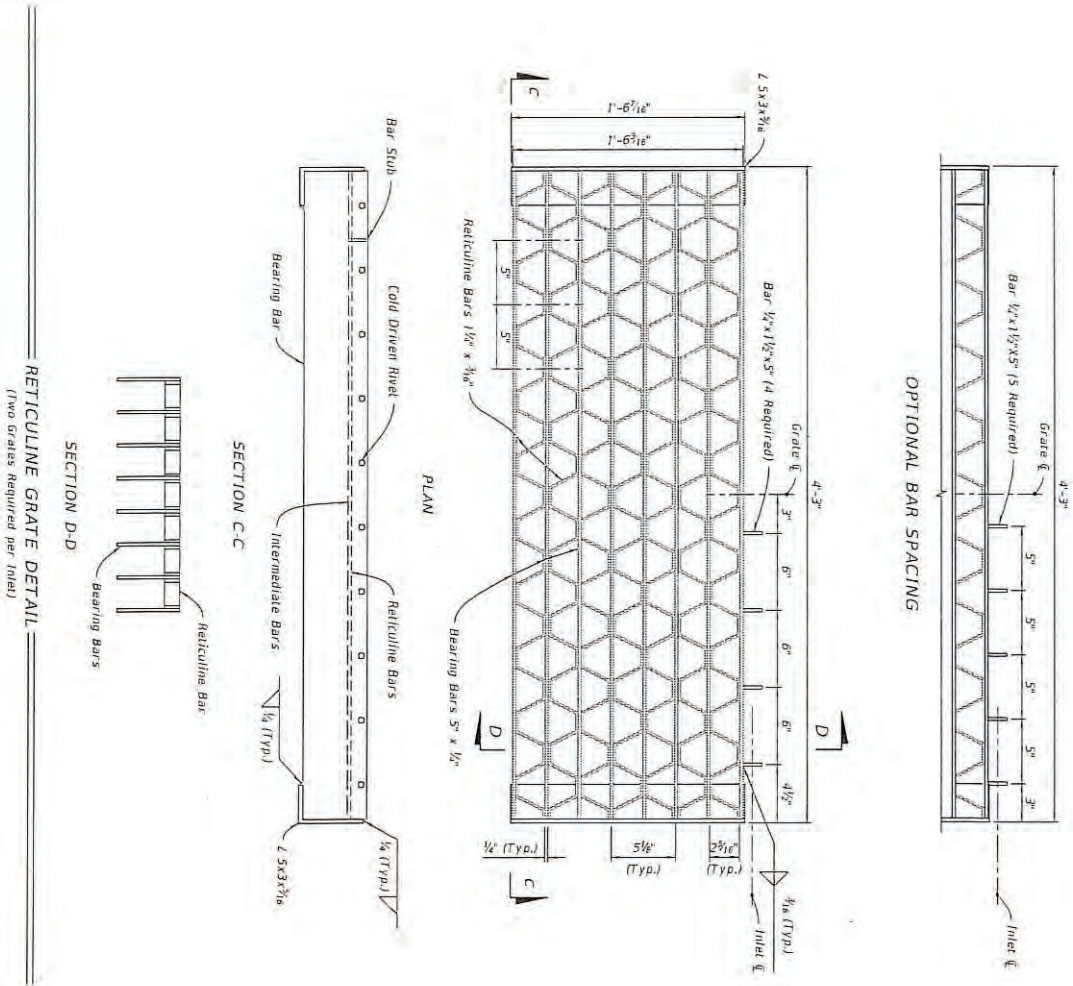
LAST REVISION 10/01/20	DESCRIPTION:
---------------------------	--------------

FDDOT FY 2023-24 STANDARD PLANS

GUTTER INLET TYPE V

INDEX 425-041	SHEET 3 OF 4
------------------	-----------------

STEEL GRATE DETAILS



RETICULINE GRATE DETAIL
(Two Grates Required per Inlet)

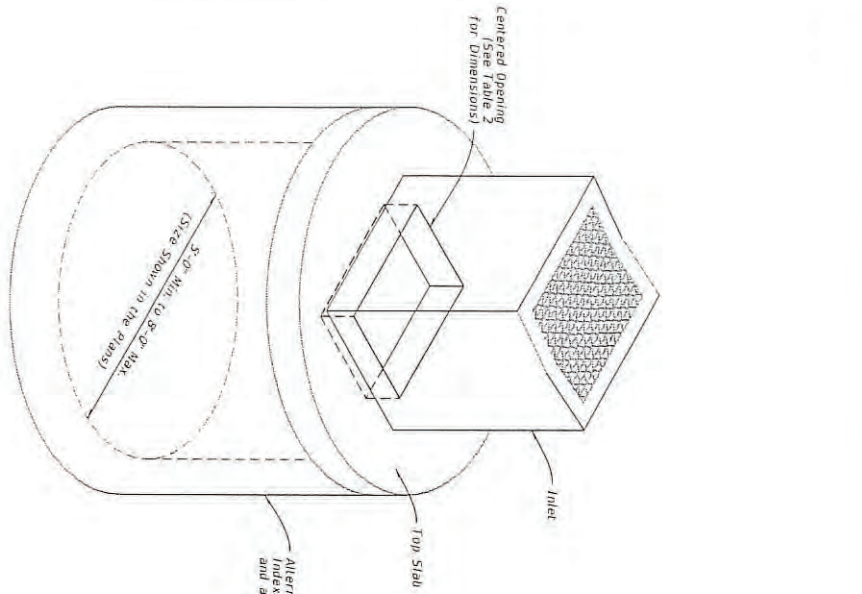
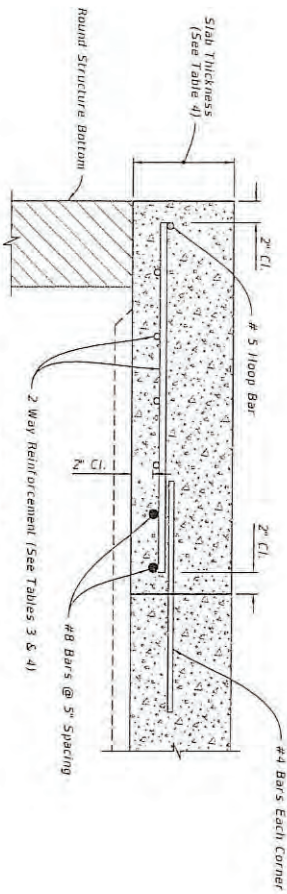
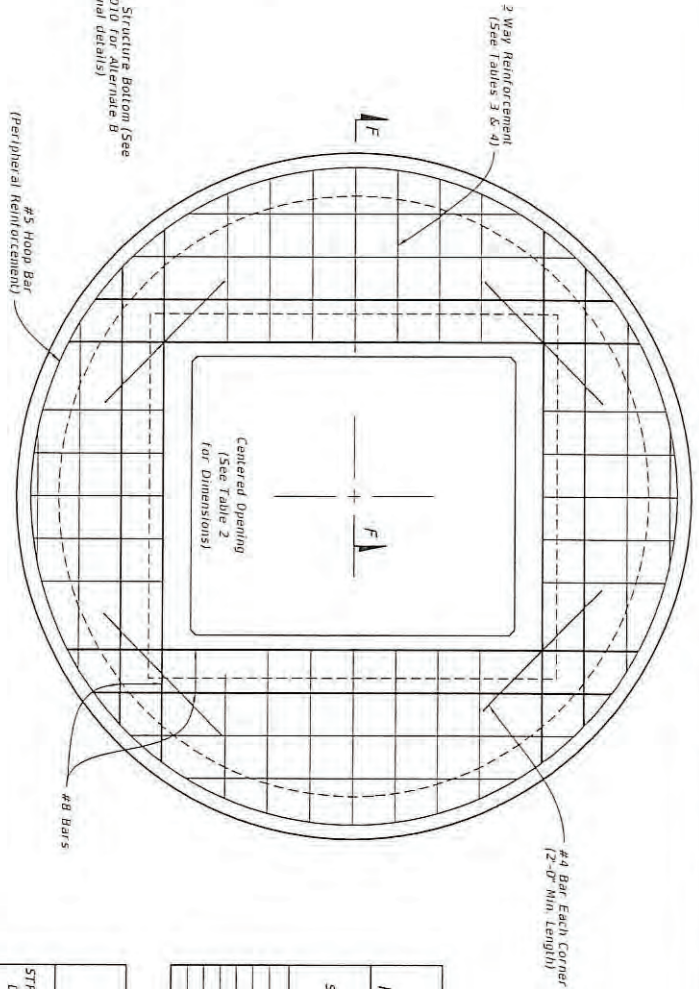


TABLE 2
TOP SLAB OPENING

DIAMETER	OPENING SIZE	
	MIN.	MAX.
5'-0" to 8'-0"	2'-11" x 4'-0"	3'-3" x 3'-10"

ISOMETRIC VIEW



SECTION F-F

TOP SLAB REINFORCEMENT DETAILS

TABLE 3
TOP SLAB REINFORCING SCHEDULE

SCHEDULE	GRADE 60 (BAR) OR 65 KSI & 70 KSI (WIRE FABRIC) In./Yd.
A	0.20
B	0.24
C	0.37
D	0.53
E	0.73
F	1.06
G	1.45

TABLE 4
TOP SLAB WITH CENTERED OPENING

STRUCTURE DEPTH	SLAB THICKNESS	REINFORCING (2 WAY) SCHEDULE
≤0.5'-30"	9 1/2"	C
30" < 40"	9 1/2"	D
SIZE: 5'-0"		
SIZE: 6'-0"		
0.5'-6"	9 1/2"	B
6" < 18"	9 1/2"	C
18" < 30"	9 1/2"	D
30" < 37"	9 1/2"	E
37" < 40"	9 1/2"	G
SIZE: 8'-0"		
≤0.5'-9"	11 1/2"	C
9" < 15"	11 1/2"	D
15" < 23"	11 1/2"	E
23" < 33"	11 1/2"	E
33" < 40"	11 1/2"	G

ALTERNATE A STRUCTURE BOTTOM - TOP SLAB DETAILS

LAST REVISION 10/01/20

DESCRIPTION:

FDOT
FY 2023-24
STANDARD PLANS

GUTTER INLET TYPE V

INDEX SHEET
425-041 4 OF 4



NOTIFICATION OF FPL FACILITIES

Customer/Agency
Developer/Contractor Name
Location of Project
FPL Representative
Developer/Contractor Representative

Date of Meeting/Contact:
Project Number/Name:
City:
Phone:
FPL Work Request #/Work Order #:

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits.

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

- 1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

Table with 4 columns: Power Line Voltages, Personnel and Equipment, Cranes and Derricks, Travel under or near Power Lines (on construction sites, no load). Rows include voltage levels from 0-750 volts to 500,000 volts and corresponding distances in feet.

*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.

**For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.

- 4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

Means by which this notification was provided to customer and/or contractor

Address

FPL Representative Signature

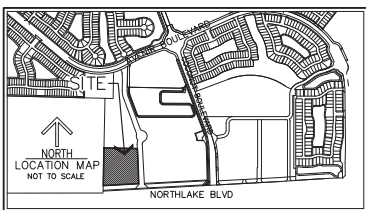
Date

Customer/Developer/Contractor Representative Signature

Date

HEALTH PARK AT AVENIR

BEING A REPLAT OF TRACT C, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA



THIS INSTRUMENT PREPARED BY
RONNIE L. FURNISS
OF
CAULFIELD & WHEELER, INC.
SURVEYORS — ENGINEERS — PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 — (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591
JANUARY 2025

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 _____, 2025.

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 _____, 2025, 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 _____, 2025.

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 _____, 2025.

BY: _____
CHELSEA REED
MAYOR

ATTES: _____
PATRICIA SNIJDER, CMC
CITY CLERK

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS _____ DAY OF _____, 2025.

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 177.09(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 _____, 2025.

PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA
CERTIFICATE NO. _____

CITY OF PALM BEACH GARDENS

CITY OF PALM BEACH GARDENS
ENGINEER

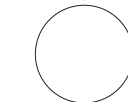
REVIEWING
SURVEYOR

SURVEYOR

STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR
RECORD AT _____ M.
THIS _____ DAY OF _____
A.D. 2025 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGE _____ THROUGH _____
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

SHEET 1 OF 2

CLERK



DEDICATIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS "HEALTH PARK AT AVENIR" BEING A REPLAT OF ALL OF TRACT C, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA,

CONTAINING 13.095 ACRES, MORE OR LESS.

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

1. "LOT 1", AND "LOT 2", AS SHOWN HEREON, ARE HEREBY RESERVED TO AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR FUTURE SITE DEVELOPMENT PURPOSES.

2. THE 10 FOOT NORTHERLY AND 15 FOOT EASTERLY LANDSCAPE BUFFER EASEMENTS DESIGNATED AS "LBE", AS SHOWN HEREON, ARE HEREBY DEDICATED TO AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER PURPOSES. LANDS ENCUMBERED BY SAID EASEMENTS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE OWNERS THEREOF, THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. STRUCTURES MAY BE PERMITTED WITHIN THE LANDSCAPE BUFFER EASEMENTS AS APPROVED OR WITH PRIOR WRITTEN CONSENT OF AVENIR DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS AND THE CITY OF PALM BEACH GARDENS.

3. SEACOAST UTILITY AUTHORITY EASEMENTS, AS SHOWN HEREON AND DESIGNATED AS "SUAE", 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.

4. TRACT "W", 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.

5. TRACT "M", 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.

INFORMATIONAL NOTE: THE FOLLOWING RELATES TO ROADWAYS WITHIN AVENIR WHICH ARE LOCATED OUTSIDE OF THIS PLAT BUT MAY PROVIDE ACCESS TO THE PROPERTY WITHIN THIS PLAT. AVENIR DRIVE (A/V/A SPINE ROAD 4, 5A/5B, AND 7 ON THE AVENIR PCD MASTER PLAN), COCONUT BOULEVARD (A/V/A SPINE ROAD 1, 2, AND 3 ON THE AVENIR PCD MASTER PLAN), AND PANTHER NATIONAL BOULEVARD (A/V/A SPINE ROAD 6 AND 8 ON THE AVENIR PCD MASTER PLAN) ARE DEDICATED FOR PUBLIC ACCESS AND RIGHT-OF-WAY USE IN PERPETUITY. ACCORDINGLY, TRAVEL ON AND ACCESS TO AVENIR DRIVE, COCONUT BOULEVARD, AND PANTHER NATIONAL BOULEVARD SHALL NOT BE IMPEDED, LIMITED, OR RESTRICTED IN ANY MANNER OR FASHION WHATSOEVER.

AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
STATE OF FLORIDA
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 PRESIDENT, THIS _____ DAY OF _____, 2025.

AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY.

WITNESS: _____
PRINT NAME: _____ BY: MANUEL M. MATO
PRESIDENT

WITNESS: _____
PRINT NAME: _____

AVENIR DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY.
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 _____, 2025, BY MANUEL M. MATO, 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 _____, 2025.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

COMMISSION NUMBER: _____ PRINT NAME

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 _____, 2025.

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 _____, 2025, 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 _____, 2025.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

COMMISSION NUMBER: _____ PRINT NAME

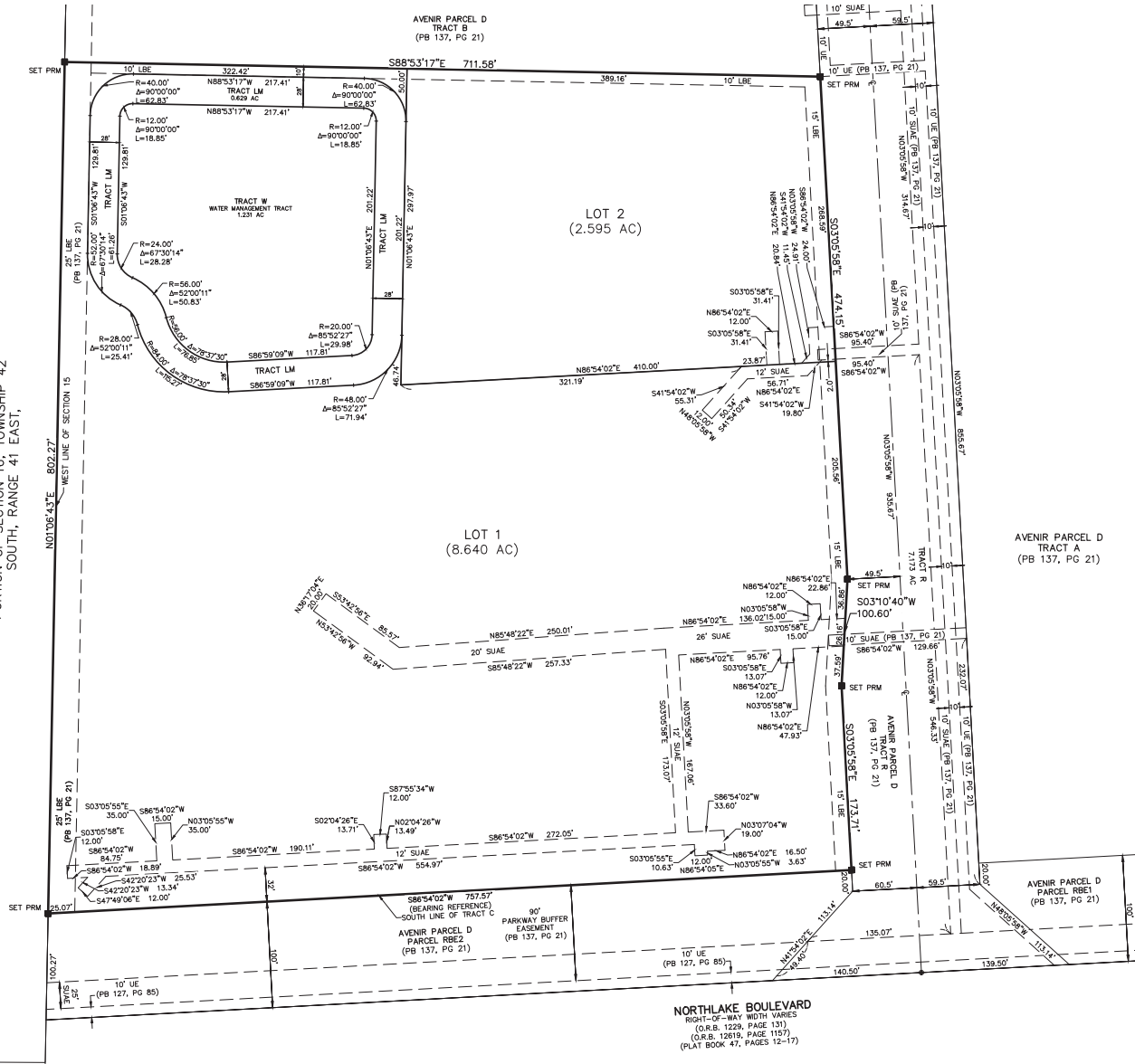
HEALTH PARK AT AVENIR

BEING A REPLAT OF TRACT C, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
 RONNIE L. FURNISS
 OF
CAULFIELD & WHEELER, INC.
 SURVEYORS - ENGINEERS - PLANNERS
 7900 GLADES ROAD, SUITE 100
 BOCA RATON, FLORIDA 33434 - (561)392-1991
 CERTIFICATE OF AUTHORIZATION NO. LB3591
 JANUARY 2025

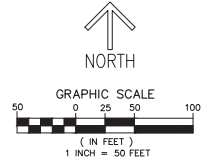
SHEET 2 OF 2

UNPLATTED
 PORTION OF SECTION 16, TOWNSHIP 42
 SOUTH, RANGE 41 EAST,



PARCEL TABULAR DATA:

TABULAR DATA	ACRES
LOT 1	8.640
LOT 2	2.595
TRACT W	1.231
TRACT LM	0.629
TOTAL AREA THIS PLAT	13.095



- LEGEND/ABBREVIATIONS:**
- ε - CENTERLINE
 - Δ - DELTA (CENTRAL ANGLE)
 - AC - ACRES
 - CB - CHORD BEARING
 - CD - CHORD DISTANCE
 - DE - DRAINAGE EASEMENT
 - L - ARC LENGTH
 - LB - LICENSED BUSINESS
 - LE - LANDSCAPE BUFFER EASEMENT
 - LSE - LIFT STATION EASEMENT
 - OR.B. - ORIGINAL RECORD BOOK
 - PB - PLAT BOOK
 - PG - PAGE
 - R - RADIUS
 - (R) - INDICATES RADIAL LINE
 - (RB) - RADIAL BEARING
 - RBE - ROADWAY BUFFER EASEMENT
 - SUA/E - SEACOAST UTILITY AUTHORITY ACCESS EASEMENT
 - SUA - SEACOAST UTILITY AUTHORITY EASEMENT
 - UE - UTILITY EASEMENT
 - U/E - UTILITY EASEMENT
 - FRM - DENOTES PERMANENT REFERENCE MONUMENT
 - 5/8" IRON ROD WITH CAP STAMPED
 - 1/4" IRON PIN
 - - DENOTES PERMANENT CONTROL POINT

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and AVENIR COMMUNITY DEVELOPMENT DISTRICT a body corporate and political subdivision of the State of Florida (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, a new crossing with active grade crossing warning devices due to new roadway, Coconut Boulevard, constructed through the CSXT right of way, with Department of Transportation Crossing Inventory Number 977004C, Railroad Milepost Number SX 953.61, located in Palm Beach Gardens, Palm Beach County, Florida, and closure of adjacent private crossing at Youth Camp Crossing, with Department of Transportation Crossing Inventory Number 628094S, Railroad Milepost Number SX 953.35, located in West Palm Beach, Palm Beach County, Florida, both crossings are within the Florida Zone, Auburndale Subdivision (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

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

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design

and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "**Plans**", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on

CSXT property shall conclude no later than **December 31, 2025**, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors (“Contractors”) to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the “Special Provisions”). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor’s agreement to observe and abide by the terms and conditions of this Agreement.
4. Cost of Project and Reimbursement Procedures
 - 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT’s consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, “**Reimbursable Expenses**”). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.
 - 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “**Estimate**”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation. Furthermore, the Agency acknowledges and understands that any estimated cost to construct the project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
 - 4.3 Payment Terms.
 - 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later

of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

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

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

- 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.
- 6.3 Temporary Construction Easements. CSXT may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions and at a price acceptable to the parties..
- 6.4 Maintenance Agreement. Contemporaneous with the execution of this Agreement, CSXT and Agency have executed that certain Maintenance Agreement providing for Agency's ongoing use, maintenance, repair, renewal and removal of the Project.
- 6.5 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance (in accordance with the provisions of the Maintenance Agreement described in 6.4) of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point

where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.

10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.

10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential,

incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. “Entire Agreement” This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party’s obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT’s assignee of CSXT’s obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT’s prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:
- | | |
|---------------|--|
| If to CSXT: | CSX Transportation, Inc.
500 Water Street, J-301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects |
| If to Agency: | Avenir Community Development District
Special District Services, Incorporated
2501A Burns Road
Attention: Jason Pierman, District Manager |
17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of Florida, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval

Palm Beach Gardens, Palm Beach County, FL
New Crossing at Coconut Blvd
977004C; Florida Zone
Auburndale Subdivision; SX 953.61
CSXT OP No. FL2870

County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **November 5, 2021**.

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

AVENIR COMMUNITY DEVELOPMENT
DISTRICT

By: _____

Name: _____

Title: _____

CSX TRANSPORTATION, INC.

By: _____

Edward D. Sparks
Chief Engineer – Bridges, Design &
Construction

EXHIBIT A

ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
1. Construction of all components, which includes but is not limited to all items listed under Section A of Exhibit A of the Agreement, of a new seventy-six foot (76'-0") wide roadway, Coconut Boulevard, which crosses the CSXT right of way, with Department of Transportation Crossing Inventory Number 977004C, Railroad Milepost Number SX 953.61, as depicted in the approved plans.
 2. Perform all asphalt work, including construction of roadway sub-base, stabilization, concrete Type F curb and gutter, concrete traffic separator, and any other work related to the construction of the new roadway.
 3. Paving up to the proposed concrete panels on both sides of new crossing.
 4. Placement of 104 linear foot (104'-0") 36-inch (36") reinforced concrete pipe with mitered end sections on the east (railroad east) side of the crossing
 5. Perform all grading work, as depicted in the approved plans.
 6. Placement of all roadway striping work, including implementation of the Dynamic Envelope.
 7. Placement of erosion control devices.
 8. Design and implement maintenance of traffic, including placement of maintenance of traffic devices.
 9. Remove and remediate private crossing at Youth Camp Road/Halpatiokee Road, with Department of Transportation Crossing Number 628094S, Railroad Milepost Number SX 953.38, which includes asphalt removal approaching crossing and in between the rails, seeding area, and return section back to its natural state.
 10. Install crossing closure signs with guard rails at Youth Camp Road/Halpatiokee Road crossing, with Department of Transportation Crossing Number 628094S, Railroad Milepost Number SX 953.38, in accordance with CSXT MWI 2523.
 11. Implementation of simultaneous preemption.
 12. Restore the CSXT right of way to a condition acceptable to CSXT, or CSXT Representative.
 13. Remove all rubbish and debris from the project site.

14. All roadway work to be done in accordance with FDOT Roadway Standards 2023 - 2024, emphasizing FDOT Standard Index 830-T01 when approaching the tracks.

B. CSXT shall perform or cause to be performed:

1. Preliminary engineering services.
2. Construction and installation of rail, ties, ballast, and other rail-related components to accommodate new crossing at Coconut Boulevard with Department of Transportation Crossing Inventory Number 977004C, Railroad Milepost Number SX 953.61.
3. Install concrete panels at Coconut Boulevard with Department of Transportation Crossing Inventory Number 977004C, Railroad Milepost Number SX 953.61.
4. Installation of one (1) cantilever/gate with flashers and bell combo unit, one (1) flashing lights and gate unit with bell, one (1) median flashing lights and gate unit, AC meter service, eight foot by eight foot (8'-0" x 8'-0") circuit house, train detection circuitry, and simultaneous preemption circuit for interconnect, in accordance with CSXT SS220 and FDOT Index 509-070.
5. Removal and disposal of railroad related waste materials; Clean-up of the work site at Coconut Boulevard crossing.
6. Any other services, equipment, and components deemed necessary to place crossing in-service in a safe and efficient manner.
7. Flagging services and other protective services and devices as may be necessary.
8. Construction engineering and inspection to protect the interests of CSXT.
9. All work to be in accordance with CSXT MWI 901-08 and CSXT MWI 2527.

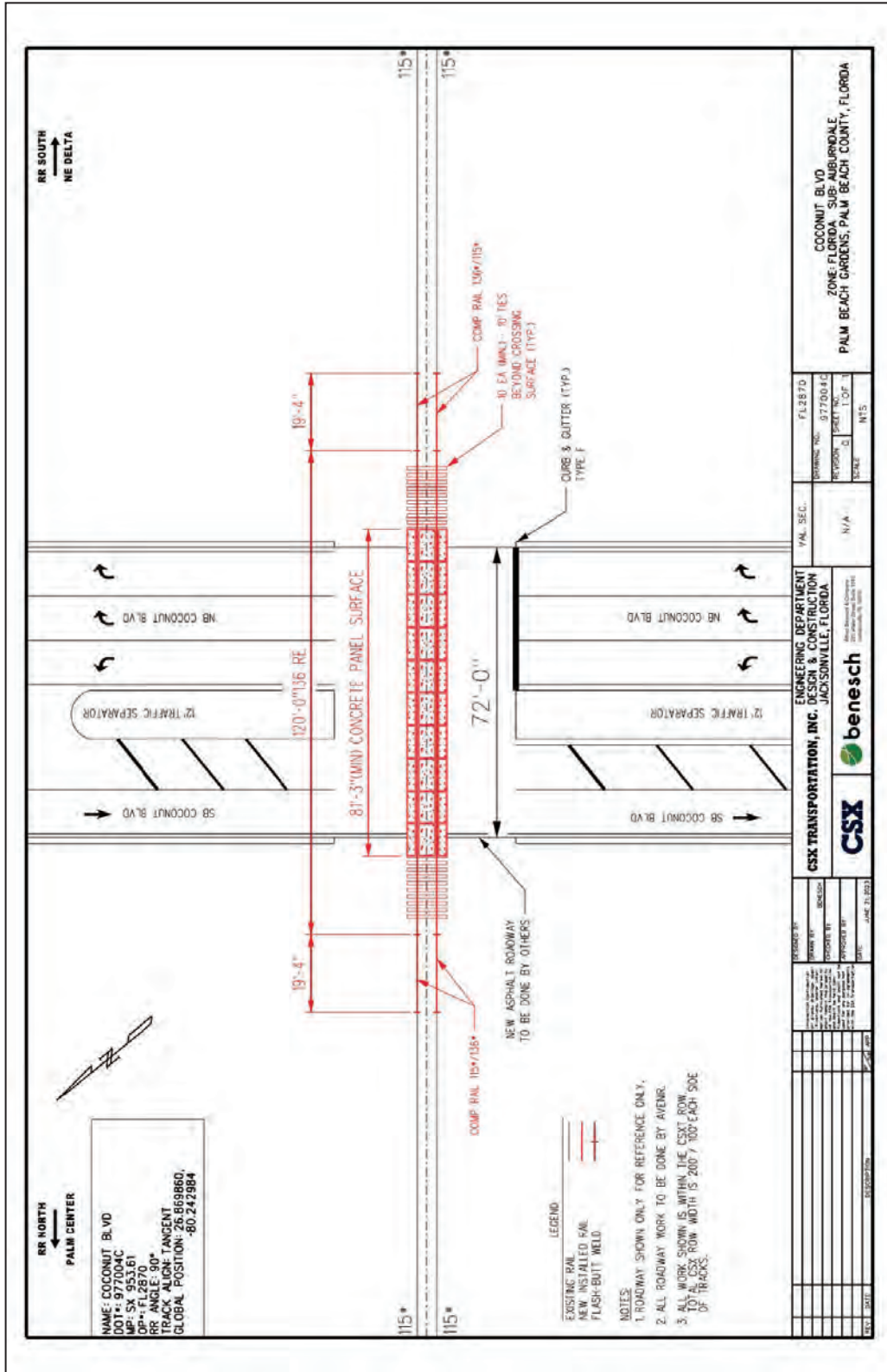
EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

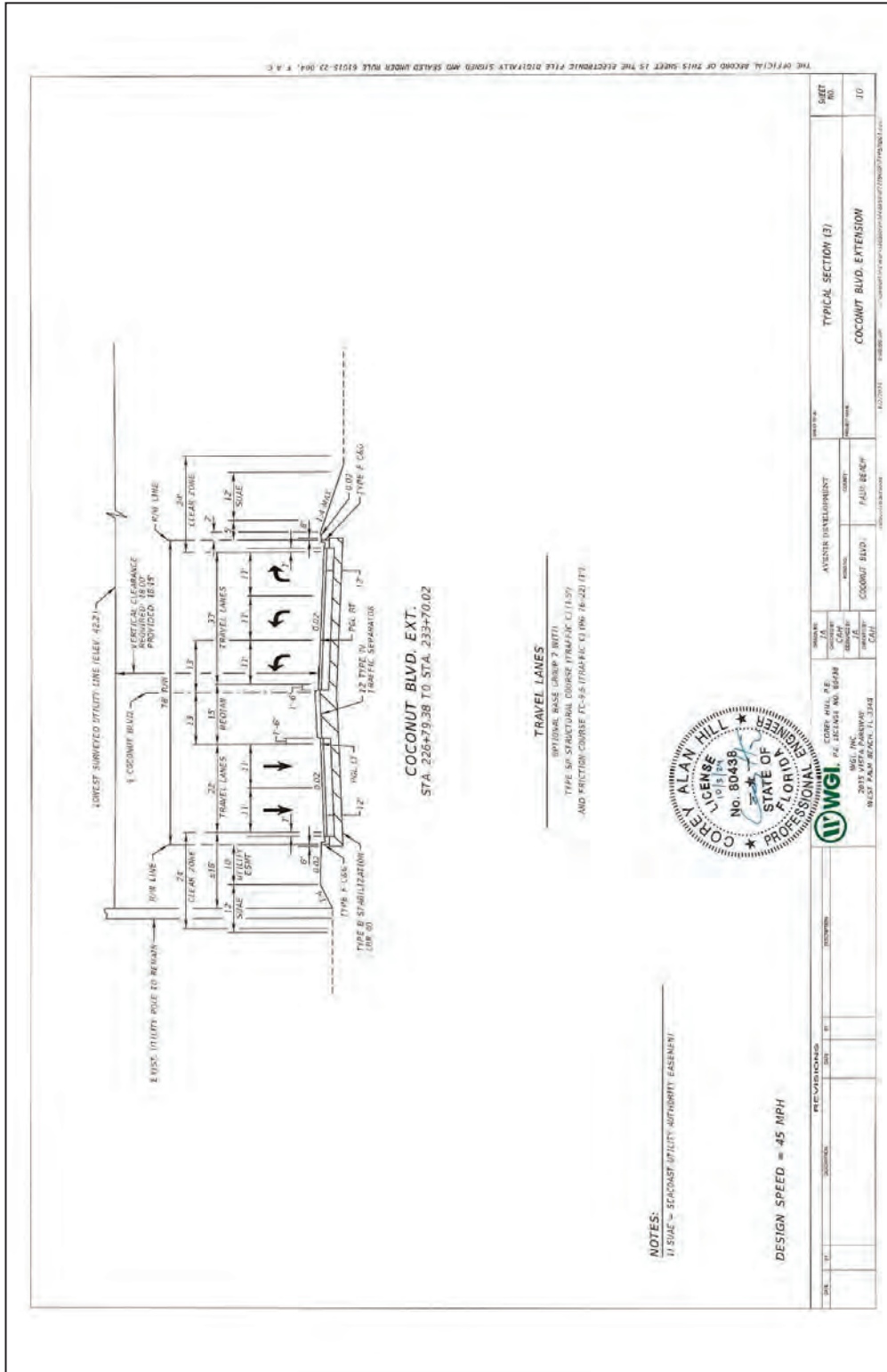
As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

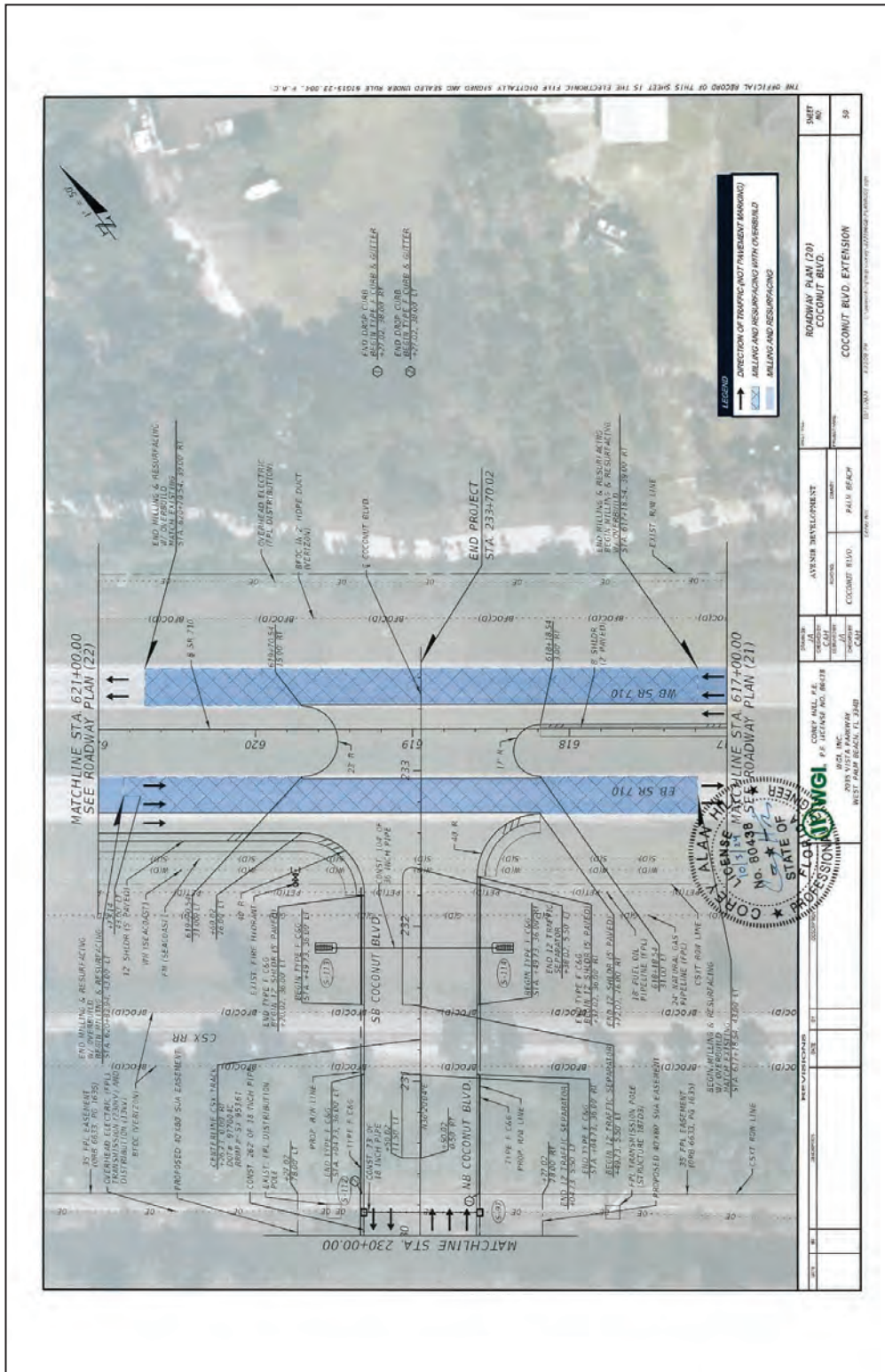
SHEET	DESCRIPTION	PREPARER	DATE
N/A	Proposed Crossing Layout	Alfred Benesch & Co.	06/21/23
6	Drainage Map (5)	WGI	10/03/24
10	Typical Section (3)	WGI	10/03/24
50	Roadway Plan (20) Coconut Blvd.	WGI	10/03/24
53	Roadway Plan (23) SR 710	WGI	10/03/24
75	Roadway Profile Coconut Blvd.	WGI	10/03/24
80	Grading Detail (2)	WGI	10/03/24
S-21	Signing and Paving Marking Plan (20) Coconut Blvd.	WGI	10/03/24
S-25	Signing and Paving Marking Plan (24) SR 710	WGI	10/03/24
T-6	Signalization Plan	WGI	10/03/24
N/A	Drainage Structures	WGI	10/22/24

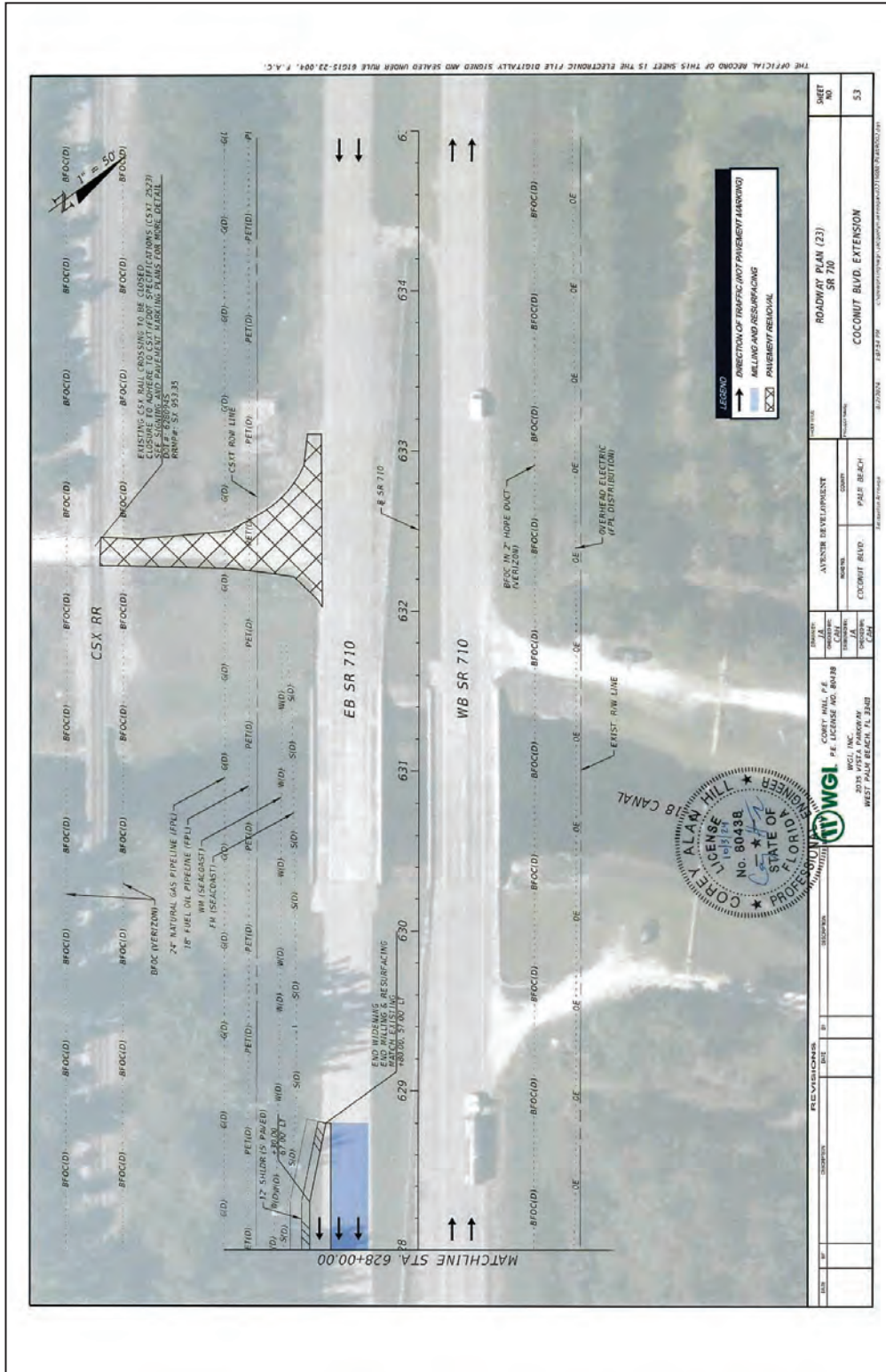


NAME: COCONUT BLVD LPT: 977004C OP#: FL2870 RR ANGLE: 90° TRACK ALIGN: TANGENT GLOBAL POSITION: 26.869860, -80.242984		RR NORTH ← PALM CENTER → RR SOUTH ← NE DELTA →	
PROJECT NO.: FL2870 DRAWING NO.: 977004C REVISION: C SCALE: 1"=100' DATE:	VAL. SEC.: N/A	ENGINEERING DEPARTMENT DESIGN & CONSTRUCTION JACKSONVILLE, FLORIDA	
PROJECT BY: [Signature] CHECKED BY: [Signature] DATE: JUNE 21, 2023		CSX TRANSPORTATION, INC. benesch (Small Benesch & Company logo)	
PROJECT: COCONUT BLVD SHEET: 1 OF 3 SCALE: NTS		COCONUT BLVD ZONE: FLORIDA - SUB-AUBURNDALE PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA	

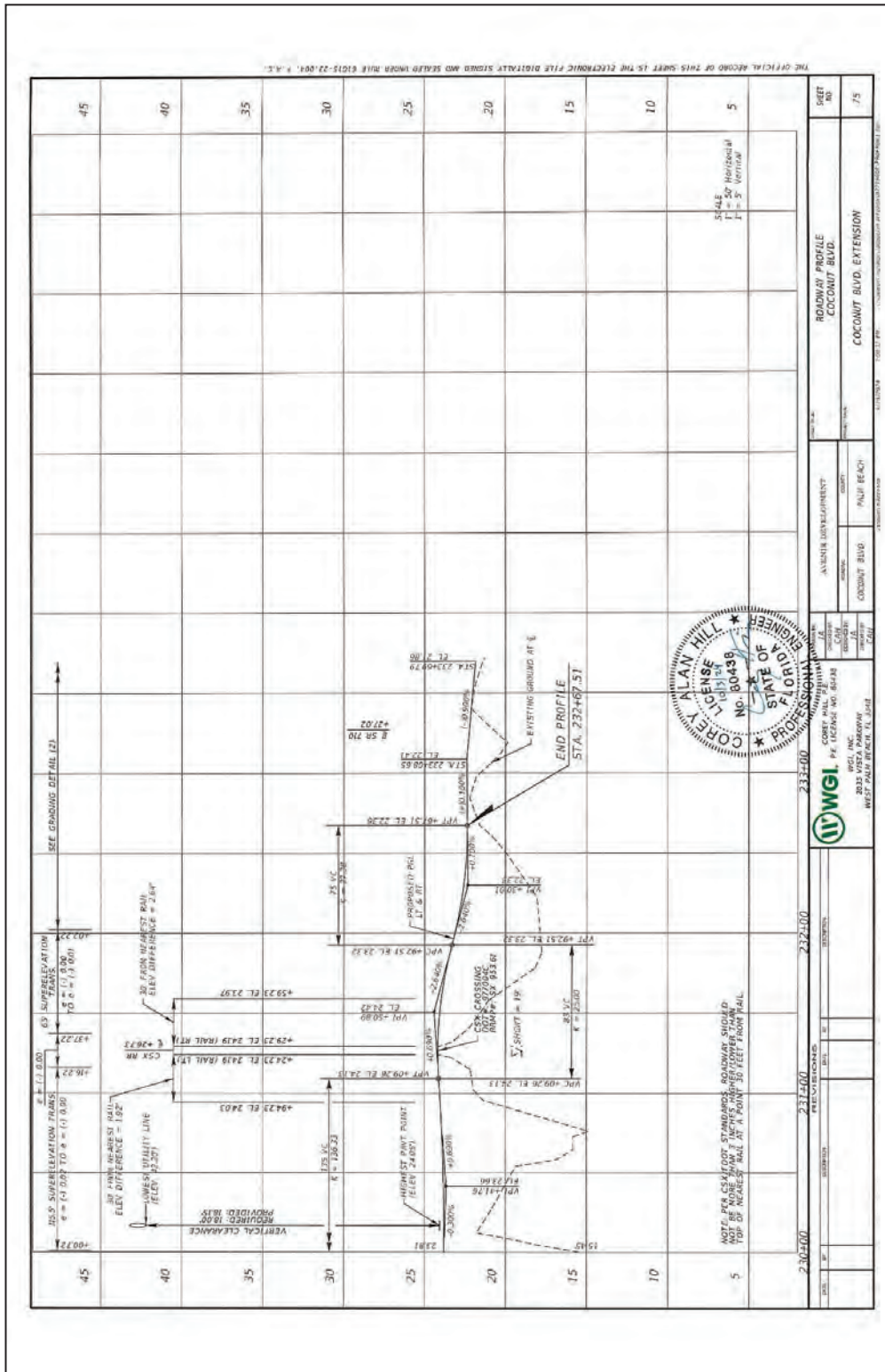


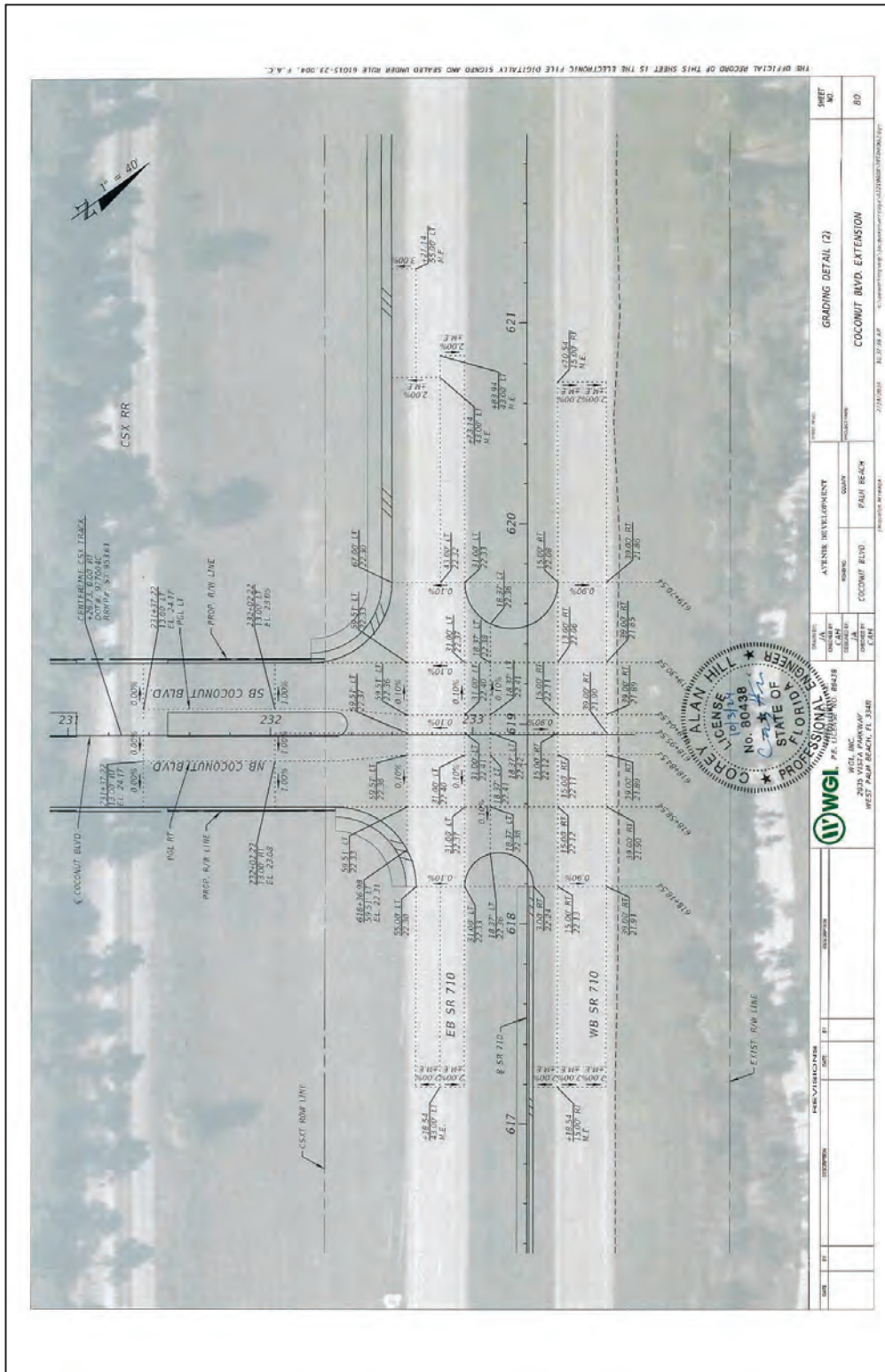


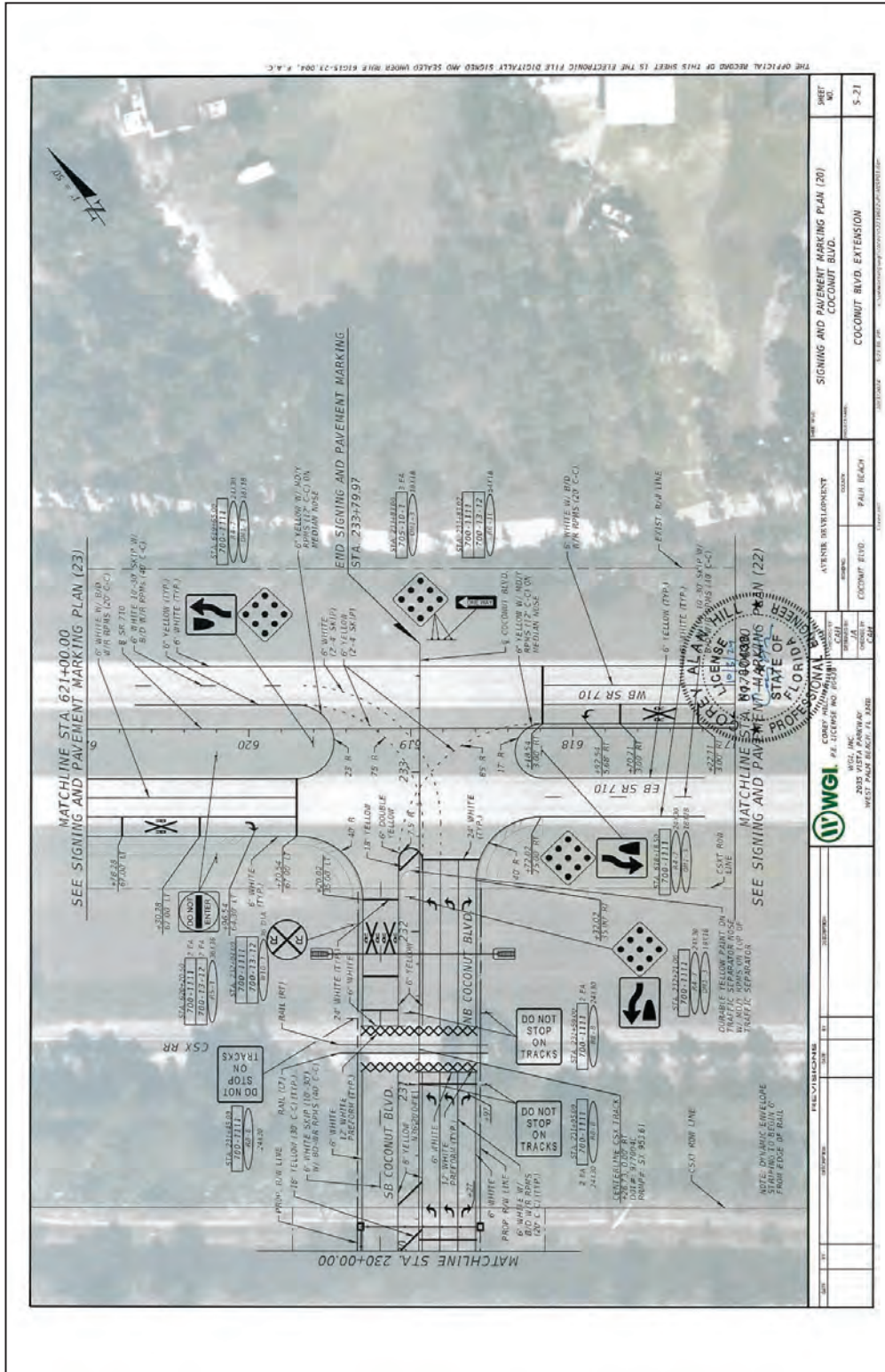


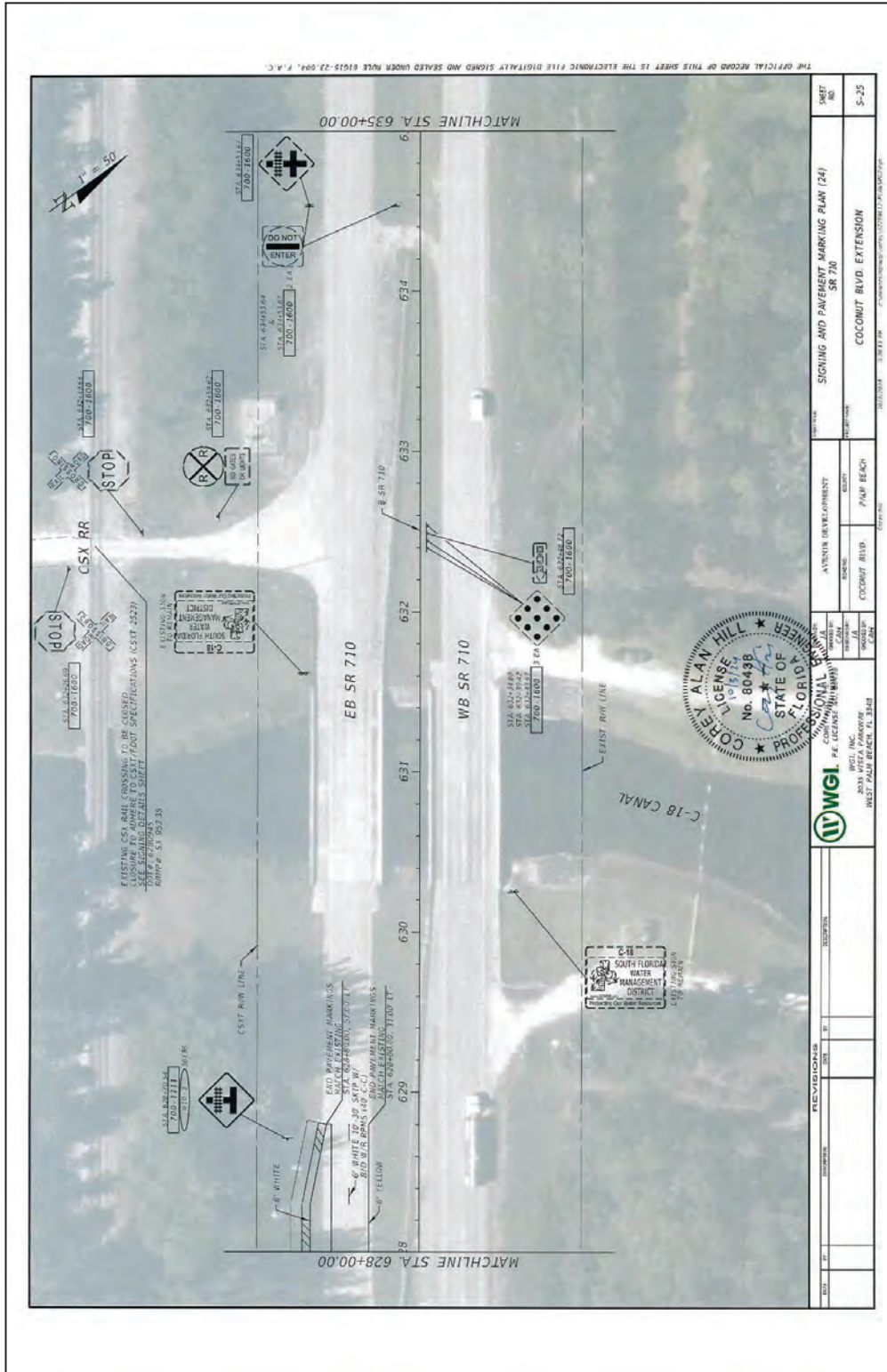


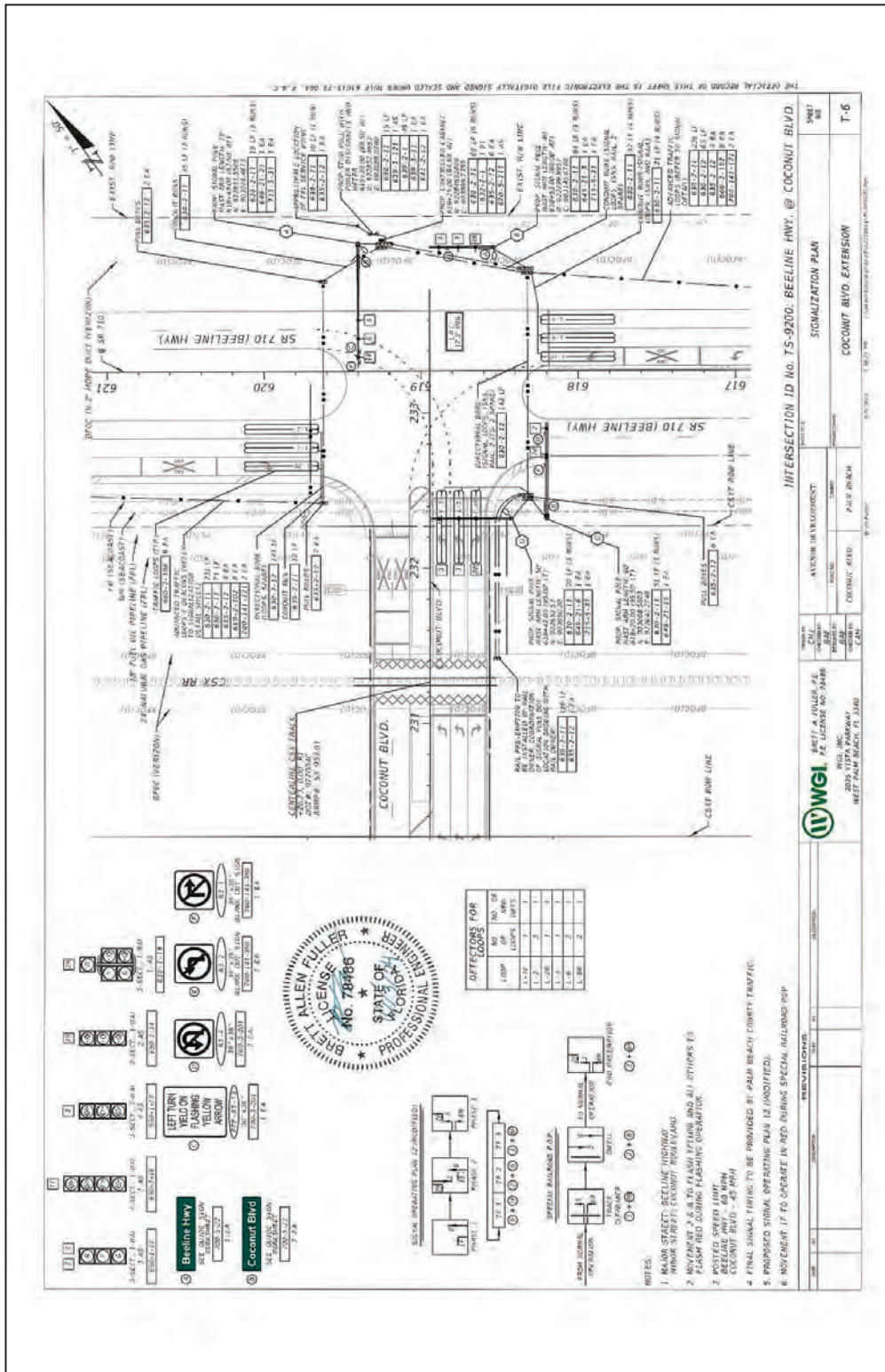
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

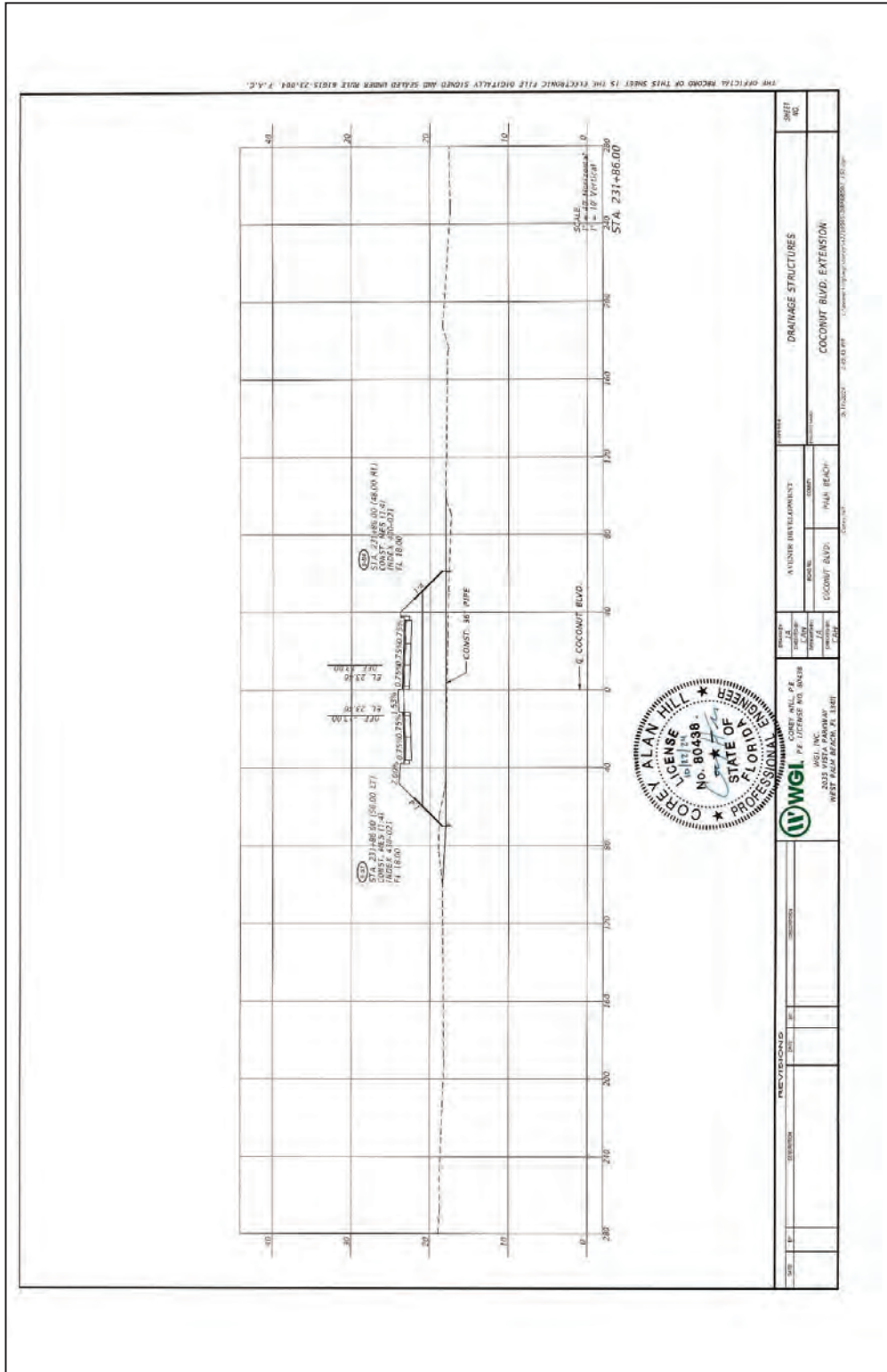












SHEET NO.	DRAINAGE STRUCTURES
PROJECT	COCONUT BLVD. EXTENSION
AVENUE DEVELOPMENT	PHASE BEACH
LOCATION	COCONUT BLVD.
DATE	11/11/2021
DESIGNED BY	ALAN HILL
CHECKED BY	ALAN HILL
DATE	11/11/2021
SCALE	AS SHOWN
PROJECT NO.	202101101
PROJECT NAME	NEW CROSSING AT COCONUT BLVD
PROJECT ADDRESS	977004C; FLORIDA ZONE
PROJECT CITY	AUBURNDALE SUBDIVISION
PROJECT COUNTY	PALM BEACH COUNTY
PROJECT STATE	FLORIDA
PROJECT ZIP	33411

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of _____, as amended from time to time.

“Agency” shall mean the **Avenir Community Development District**.

“Agency Representative” shall mean the authorized representative of **Avenir Community Development District**.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or

its Contractor from liability in connection with such Work.

- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the

unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative,

without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

- e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
 - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this

service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

EXHIBIT D

FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - FL2870	Form Revision 03/13/24
<hr/>	
ESTIMATE SUBJECT TO REVISION AFTER: 10/24/2025	DOT NO.: 977004C
CITY: Palm Beach Gardens COUNTY: Palm Beach	STATE: FL
DESCRIPTION: REVISED - Coconut Blvd: New crossing installation to accommodate new roadway, which includes new concrete panel crossing surface and active grade crossing warning devices - (1) cantilever / gate combo unit, (1) FLS&G, (1) median gate, meter service, 8x8 house, train detection (XP4) and simultaneous preemption; and crossing closure of Youth Camp (628094S, SX 953.35) crossing with placement of signage. Estimate includes construction engineering & inspection and flagging services. All roadway-related work and to be done by Avenir Community Development District.	
ZONE: Florida	SUB-DIV: Auburndale MILE POST: SX 953.61
AGENCY PROJECT NUMBER: Avenir Community Development District	
<hr/>	
PRELIMINARY ENGINEERING:	
212 Contracted & Administrative Engineering Services	\$ -
Subtotal	\$ -
<hr/>	
CONSTRUCTION ENGINEERING/INSPECTION:	
212 Contracted & Administrative Engineering Services	\$ 36,300
Subtotal	\$ 36,300
<hr/>	
FLAGGING SERVICE: (Contract Labor)	
70 Labor (Conductor-Flagman)	\$ -
50 Labor (Foreman/Inspector) 50 Days @ \$504.00	\$ 25,200
70 Additive (Transportation Department)	\$ -
50 Additive 268.00% (Engineering Department)	\$ 67,536
Subtotal	\$ 92,736
<hr/>	
SIGNAL & COMMUNICATIONS WORK:	\$ 388,273
<hr/>	
TRACK WORK:	\$ 262,024
<hr/>	
PROJECT SUBTOTAL:	\$ 779,333
900 CONTINGENCIES: 10.00%	\$ 77,933
<hr/>	
PROJECT TOTAL:	\$ 857,266
CURRENT AUTHORIZED BUDGET:	\$ -
TOTAL SUPPLEMENT REQUESTED:	\$ 857,266
<hr/>	
DIVISION OF COST:	
Agency 100.00%	\$ 857,266
Railroad 0.00%	\$ -
<hr/>	
NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.	
<small>This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.</small>	
<small>Office of Chief Engineer Public Projects--Jacksonville, Florida</small>	
<small>Estimated prepared by: Benesch</small>	<small>Approved by: KSW CSXT Public Project Group</small>
<small>DATE: 09/21/23 REVISED: 10/24/24</small>	<small>DATE: 11/01/24</small>

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

2

- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i) Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 20____, between **AVENIR COMMUNITY DEVELOPMENT DISTRICT** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

\\COR\130459.7

RESOLUTION 2025-07

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT DESIGNATING MICHAEL J. PAWELCZYK AS THE DISTRICT'S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A. AS THE REGISTERED OFFICE

WHEREAS, Section 189.014, Florida Statutes requires that the Avenir Community Development District (the "District") designate a registered office and a registered agent, and further authorizes the District to change its registered office and registered agent, at the discretion of the District Board of Supervisors (the "Board"); and

WHEREAS, the designation of both a registered office and a registered agent is for the purpose of accepting service of process, notice, or demand that is required or permitted by law to be served upon the District; and

WHEREAS, the Board has been informed by the office of District Counsel that there is a need to designate a new registered agent for the District; and

WHEREAS, the Board seeks designate Michael J. Pawelczyk as the registered agent for the District, and update the business address of the registered office of the District, as necessary.

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 findings of fact of the Board.

Section 2. Michael J. Pawelczyk is hereby designated as the registered agent for the District, thereby replacing any previously designated registered agent.

Section 3. The registered office of the District is hereby designated as the office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301. The registered office is identical to the business address of the registered agent designated in Section 2 of this Resolution.

Section 4. Pursuant to the requirements of Section 189.014(2), Florida Statutes, the District's Secretary shall transmit copies of this Resolution to the local governing authority or authorities and to the Florida Department of Economic Opportunity.

Section 5. All resolutions or parts of resolutions in conflict herewith are 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, illegal 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 be effective immediately upon adoption.

PASSED AND ADOPTED THIS 23rd DAY OF JANUARY, 2025.

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Jason Pierman
Secretary/Assistant Secretary

Virginia Cepero
Chair/Vice-Chair, Board of Supervisors

SUPERIOR WATERWAY SERVICES, INC.



6701 Garden Rd, Suite 1 ▪ Riviera Beach FL 33404
 (561) 844-0248 Office -- (561) 844-9629 Fax

QUOTATION / PROPOSAL

1.013.2025
 Quoted By: Louis Palemro
 Terms: Net 30 Days
 Estimated Delivery: 14-21 days
 Job Name: Avenir
 Fluridone Treatments for Hydrilla & Tape Grass
 Lake 12

LAKE	Part #	Description / Additional Description	Unit List Price	Total List Price	
12	130	Fluridone Treatment of Hydrilla & Spatter Dock (Lilies)	\$17.19	\$ 2,234.70	

SALES TAX (7%)	156.43
SUBTOTAL	\$ 2,391.13
FREIGHT ESTIMATE (to be determined at time of order)	0
TOTAL NET COST WITH FREIGHT & HANDLING	\$2,391.13

PROPOSAL



CARR CONSTRUCTION LLC

2968 HWY 710 E

OKEECHOBEE, FL 34974

Contact: Sean Carr

Phone: 863-447-0321

Email: SCarr@CarrConstruction.org

Quote To:

Job Name:

Location:

County:

Phone:

Project #:

Fax:

FIN #:

Proposal based on notes below.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SIGNALIZATION				
3010	Monthly Retainer and Routine PM	1.00	EA	905.00	905.00
3020	Callout	1.00	EA	750.00	750.00
3030	Signal Tech w/ Equipment for T&M Work	1.00	HR	250.00	250.00
	SIGNALIZATION SUBTOTAL				1,905.00
GRAND TOTAL					\$1,905.00

NOTES:

- Quote Valid For 30 Days
- All notes on this quote are to be included in subcontract with Prime. Notes will take precedence over conflicting language in subcontract.
- If any Materials are needed, they will be billed at cost plus 17.5% the same as FDOT Specs.
- Bond not included.
- Permits not included.
- Prime contractor to supply the following: staging yard, water source, sanitation facilities, survey & construction layout, erosion control, QA/QC testing, MOT, utility coordination, surveyed as-builts, light plants.
- Law Enforcement to be provided by prime.
- QC testing not included.
- Survey and layout to be provided by prime.
- Final restoration and sod not included.
- Erosion Control to be set up and maintained by prime.
- Quote is based on open access of two wheel drive truck mounted equipment.



Arazoza Bros., Corp.

Maintenance

1362 Northlake Blvd, Palm Beach Gardens FL 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 01/21/2025

Attn: Richard Salvatore

Company: Vesta Properties

Project: 00157 E Avenir Clubhouse

Address:

Property: Avenir Clubhouse

Property Address: 12255 Avenir Dr.

W/O # 18

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Silver Buttonwood	15 Gallon	24.00	\$120.00	\$2,880.00
Chocolate Brown Mulch	Yards	2.00	\$75.00	\$150.00
Top Soil	1 Yard	1.00	\$90.00	\$90.00
Labor (Demo, Prep, Delivery, Disposal, Etc.)	Lump Sum	1.00	\$180.00	\$180.00
			Grand Total	\$3,300.00



Arazoza Bros., Corp.

Maintenance

1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Terms of Service

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained and referred to herein. All materials shall conform to bid specifications.

2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.

3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.

4. Taxes Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.

5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.

6. Liability: Contractor shall not be liable for any damage that occurs from Acts of god defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government agency, national or regional emergency, epidemic. Pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of the Contract within sixty (60) days.

7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.

8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.

10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of the jobsite where Contractor is to perform the work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.

11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project, unless otherwise, agreed to in writing.

12. Termination: This Work Order may be terminated by either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.

13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or around the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services are not included in this Agreement and shall not be provided by the contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect, and or landscape design professional, any costs concerning these Design Services are to be paid by the customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to the Customer.

16. Tree and Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.

17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

18. Acceptance of this Contract: By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein, Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest as a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be changed on unpaid balance 15 days after billing.

NOTICE, FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Grand Total \$3,300.00

* This proposal shall be valid for ninety (90) days from date of issue.

* Alternates, if present, are to be added to the cost of proposal.

* No Material will be purchased from Tree World Wholesale Nursery.

* Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing that pertain to this particular project.

Accepted By: _____ Date: _____



Arazoza Bros., Corp.

M a i n t e n a n c e

1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Submitted By: _____ Date: _____

**Acceptance shall serve as notice that proposal has been reviewed and approved and contract is forthcoming.



CHANGE ORDER NO. 1

Date of Issuance:	January 21, 2025	Effective Date:	January 21, 2025
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	SIGNATURE PRIVACY WALLS OF FLORIDA, INC. 1888 NW 21 st Street Pompano Beach, FL 33069	Contractor's Project No.:	#061324-N6
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202033
Project:	AVENIR POD 18	Contract Name:	Precast Concrete Retaining Wall

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

Description:

- 4" Aluminium fence rail on top of retaining wall = \$221,970.00
 - 6' Concrete precast screen wall = \$183,300.00
 - 4" Aluminium fence with footer = \$124,440.00
 - Additional permit fees for retaining wall = \$9,649.56
- Total change order = \$539,359.56

Attachments:

- Exhibit "A" – Revised full project schedule of values provided by Jackson Land Development, LLC

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$717,695.00	Original Contract Times: Refer to contract Exhibit "B"
[Increase] [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$0.00	[Increase] [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None

Contract Price prior to this Change Order: \$717,695.00	Contract Times prior to this Change Order: Refer to contract Exhibit "B"
[Increase] [Decrease] of this Change Order \$539,359.56	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$1,257,054.56	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: _____ Signature Privacy Walls of Florida, Inc. Nick Solomon Sales Manager
Date: <u>11/20/2025</u>	Date: _____	Date: _____

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

EXHIBIT "A"

KENCO COMMUNITIES AT AVENIR II, LLC

1555 PALM BEACH LAKES BLVD - STE 1500
 WEST PALM BEACH, FL 33401
 (561) 997-5760

**TRANSMITTAL FORM**PROJECT NAME: **POD A - 18**

RE: SUBCONTRACTOR C/O's

DATE OF ISSUE: **08/05/24**

Attn: Carlos Ballbe

Company: Ballbe & Associates, Inc.

3564 N. Ocean Blvd

Ft. Lauderdale, FL 33308

Comments: Please create Change Order & return to my attention once approved by CDD
 for Distribution to Subcontractor

CHANGE ORDER #	VENDOR NAME	DESCRIPTION	AMOUNT
1	Signature Privacy Walls of FL	4' Aluminum Fence Rail on Top on Retainer Wall	\$ 221,970.00
2	Signature Privacy Walls of FL	6' Precast Concrete Screen Wall	\$ 183,300.00
3	Signature Privacy Walls of FL	4' Aluminum Fence with Footer	\$ 124,440.00
4	Signature Privacy Walls of FL	Additional Permit Fees for Retainer Wall	\$ 9,649.56
TOTALS			\$ 539,359.56

Prepared by: Donica BahaderTitle: ControllerSignature: Date: 8.5.24

Date: 7/11/2024

Proposal # 061324-N6

Expires: 8/11/2024

Change Order #1 Rev.1

Sold To: Kenco Communities at Avenir II, LLC
a Florida Limited Liability Company

Project: Avenir POD 18

4' black aluminum rail/fence

By: Kenco Communities at Avenir Management II LLC
a Florida limited liability company, its Manager

Panther National Blvd.
Palm Beach Gardens, FL

Contact: Vincent Veccharella
cell: 954-410-9239

Sales/PM: Nick Solomon

cell: 727-458-0018

vveccharella@gokenco.com

nick@signatureprivacywalls.com

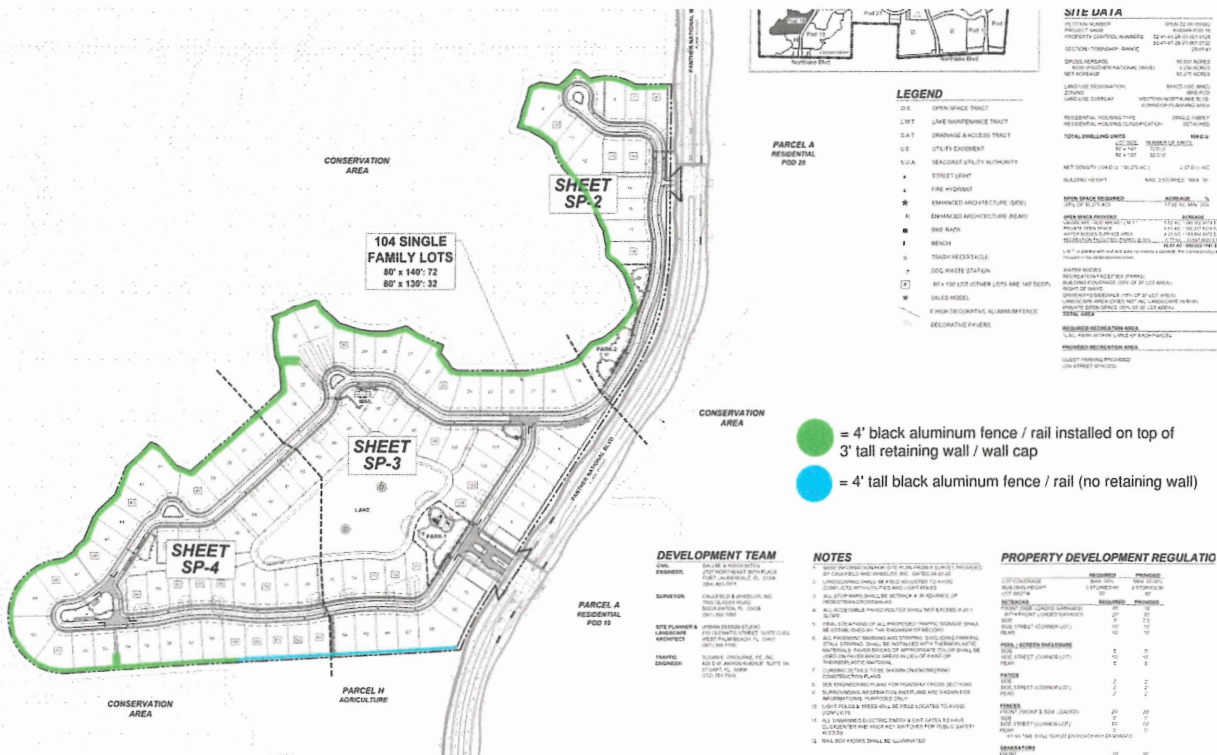
Project Description / Overview:

- Permit, manufacture and install 7,015 LF of 4' tall black aluminum rail / fence (layout in **green & blue**), 6,180 LF of which will be installed on top of the 3' retaining wall. Lots +/- 59 - 68 will only have the aluminum fence and no retaining wall. The fence on top of the retaining wall will be installed with mounting plates and, if needed, mounting hardware / fasteners that are long enough to go through the cap and into the top of the retaining wall columns and panels.



Example of proposed 4' tall black aluminum rail. Installed directly on top of retaining wall where there is wall. Installed with footers / posts in area(s) with no retaining wall (lots 59-68)

Quoted Line Items				
Item	Description	Quantity / LF	Sales Rate	Total \$
4' aluminum fence / rail- on top of the retaining wall with mounting plates (green) and footer install (blue)				
1	Furnish & Install 4' black powder coated aluminum fence per plan. Install on top of the retaining wall with mounting plates and mounting hardware / fasteners (green).	6,180	\$32.00	\$197,760
2	Furnish & Install 4' black powder coated aluminum fence per plan. Installed with footers in the areas where there is no retaining wall (blued). For 6' tall, add \$10 per LF.	835	\$26.00	\$21,710
3	Site specific, signed & sealed shop drawings for permit submittal (if not provided by client or project EOR).	1	\$1,000	\$1,000
4	Permit processing- Only needed if we're contracted for the aluminum fence and not the retaining wall.	1	\$1,500	\$1,500
Grand Total =			\$221,970	



The above price is based on provided layout for the 4' aluminum rail (in green) and 4' aluminum rail with no retaining wall (in blue)
Buyer revisions may result in change in quantity or sales rate

"Exhibit A- Inclusions & Extras" below shows the number of mobilizations included in base price of this proposal. If a remobilization is needed due to customer request / requirement, then an additional remobilization fee may be required.

Exhibit A- Inclusions & Extras			
Items included in the base proposal	# of Occurances Included	Cost if additional services / materials needed above what's included in the base price	
Mobilization of installation crew & equipment	1	\$2,500	Per mobilization


- Terms of payment: 30% material deposit due with contract. Balance NET 60 from the completion date of work.
- Necessary land clearing and grading for crew / equipment access is to be done by others. Note that only the areas not on top of the retaining wall will need to be cleared / graded prior to installation.
- Staking of the fence line prior to mobilization to be done by others unless specified in the "Optional Items". Note that only the staking of the areas not on top of the retaining wall will be necessary.

Seller: Signature Privacy Walls of FL, Inc.


 Nick Solomon, Sales Manager

Buyer: Kenco Communities at Avenir II, LLC
 a Florida Limited Liability Company

By: Kenco Communities at Avenir Management II LLC
 a Florida limited liability company, its Manager


 Signature

Kenneth M. Endelson, Manager

Name & Title Date



Proposal For



Date: 7/11/2024

Proposal # 061324-N5- REV3 Expires: 8/11/2024

CHANGE ORDER #2 Rev. 1

Sold To: Kenco Communities at Avenir II, LLC
a Florida Limited Liability Company

Project: Avenir POD 18

6' tall buffer wall

By: Kenco Communities at Avenir Management II LLC
a Florida limited liability company, its Manager

Panther National Blvd.

Palm Beach Gardens, FL

Contact: Vincent Veccharella

Sales/PM: Nick Solomon

cell: 954-410-9239

cell: 727-458-0018

vveccharella@gokenco.com

nick@signatureprivacywalls.com

Project Description / Overview:

- Permit, manufacture and install 2,220 LF of 6' tall precast concrete screen / buffer wall using the 20' column spacing system per provided layout (layout in red below)



Example of proposed 6' tall precast concrete screen / buffer wall with 20' max column spacing. 2nd picture to show bottom banding / trim on the 6' panels.

"Exhibit A- Inclusions & Extras" below shows the number of occurrences for each services that are included in base price of this proposal. If unforeseen work/services are necessary for the proper installation of the wall, or additional work/services are requested by the customer, then the price per occurrence is also listed and will be added as an addendum to this proposal.

Exhibit A- Inclusions & Extras			
Items included in the base proposal	# of Occurances Included	Cost if additional services / materials needed above what's included in the base price	
Hand digging or non standard machinery needed due to utilities, cap rock, boulders, tree roots or other	0	\$325	Per footer
Spreading of spoils from foundation holes	NA	NA	NA
Panel cuts for non standard length panels (to accommodate the provided layout)	4	\$250	Per panel cut
Concrete pumping / bucket conveying- priced per hour (4 hour minimum) Est. 6 hours max. (if entire project needed)	0	\$400	Per hour (3 hour min.)
Foundation requires corrugated pipe or sonotubes due to collapsing soil conditions. 8 included in the base price as needed. If additional are needed, then customer is responsible for costs via change order.	8	\$325	Per footer
Vaccum / Pump footers (for high water table).	0	\$325	Per footer
Mobilization of installation crew & equipment	1	\$4,500	Per mobilization
Mobilization of paint crew & equipment	1	\$1,500	Per mobilization
Dumpsters (for disposal of cut panels, columns, excess concrete)	1	\$750	Per Dumpster

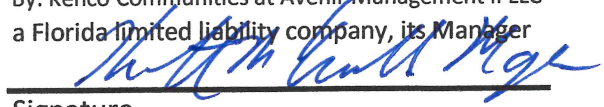
- Terms of payment: 30% material deposit due with contract. Balance NET 60 from the completion date of work
- Necessary land clearing and overhead clearing for crew / equipment access is to be done by others.
- Grading before installation / Re-grading after installation to be done by others.
- Staking of the wall line prior to mobilization to be done by others unless specified in the "Optional Items".

Seller: Signature Privacy Walls of FL, Inc.


 Nick Solomon, Sales Manager

Buyer: Kenco Communities at Avenir II, LLC
 a Florida Limited Liability Company

By: Kenco Communities at Avenir Management II LLC
 a Florida limited liability company, its Manager


 Signature

Kenneth M. Endelson, Manager

Name & Title

Date



Proposal For



Date: 7/11/2024

Proposal # 061324-N6

Expires: 8/11/2024

Change Order #3- Rev. 3

Sold To: Kenco Communities at Avenir II, LLC
a Florida Limited Liability Company

Project: Avenir POD 18- interior community

4' black aluminum fence

By: Kenco Communities at Avenir Management II LLC
a Florida limited liability company, its Manager

Panther National Blvd.

Palm Beach Gardens, FL

Contact: Vincent Veccharella

Sales/PM: Nick Solomon

cell: 954-410-9239

cell: 727-458-0018

vveccharella@gokenco.com

nick@signatureprivacywalls.com

Project Description / Overview:

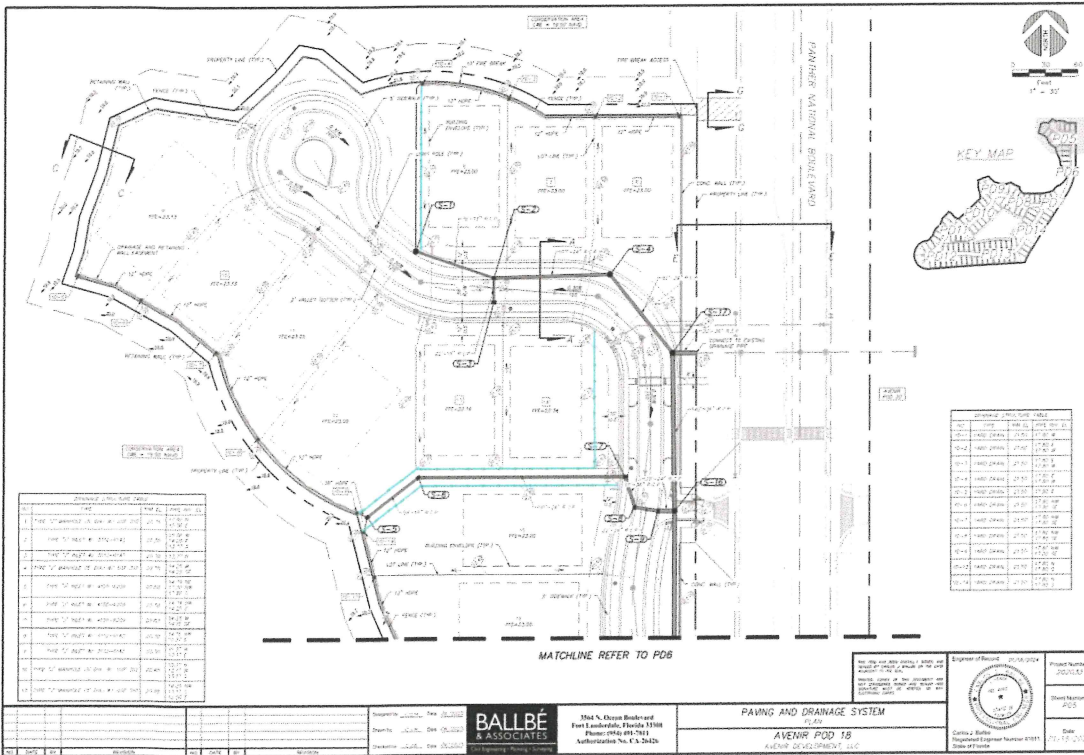
- Permit, manufacture and install 6,140 LF of 4' tall black aluminum rail / fence (layout blue). This is for the interior of the community. The perimeter fence and rail, including the rail on top of the retaining wall, is bid / contracted separately.

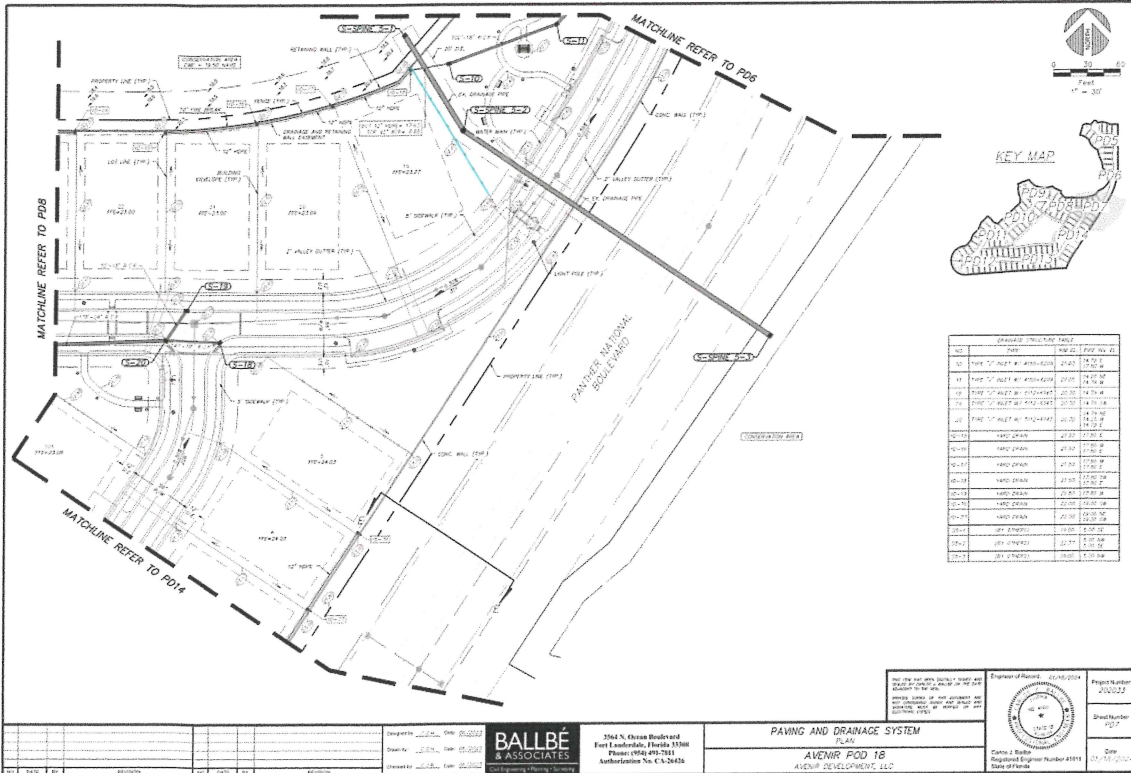
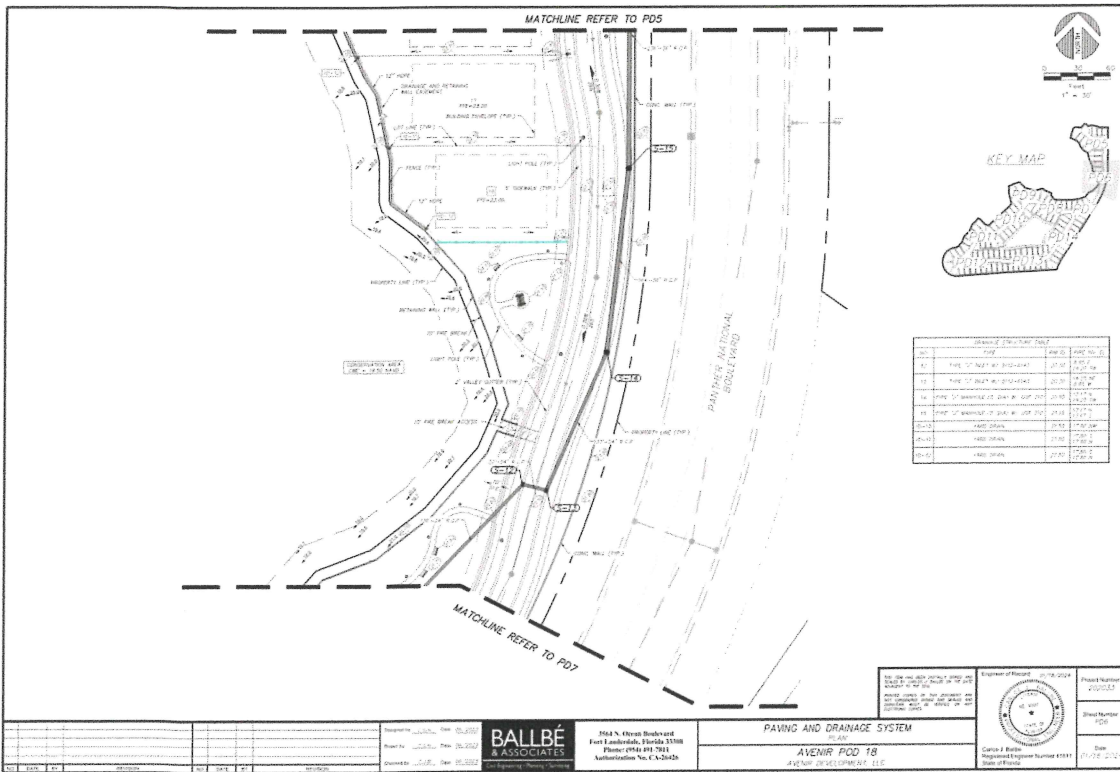


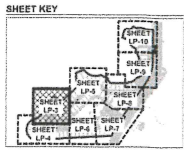
Example of proposed 4' tall black aluminum rail. Installed with footers / posts.

Quoted Line Items

Item	Description	Quantity / LF	Sales Rate	Total \$
4' aluminum fence with footer install (blue)				
1	Furnish & Install 4' black powder coated aluminum fence per plan. Installed with footers in the areas where there is no retaining wall (blue).	4,690	\$26.00	\$121,940
2	Furnish & Install 4' wide x 4'tall black powder coated aluminum gates per plan.	2	\$500.00	\$1,000
3	Site specific, signed & sealed shop drawings for permit submittal (if not provided by client or project EOR).	1	\$1,000	Included in CO #1
4	Permit Processing + Permit Fees (can be done by others) - Includes up to \$1,000 in permit fees. Fees over \$1,000 billed to customer.	1	\$1,500	\$1,500
Grand Total =			\$124,440	







FINAL APPROVAL
 City of Palm Beach Gardens

Project Name: Avenir Pod 18
 Project #: 18-00000000000000000000
 Development Order: 18-00000000000000000000
 Date: 11/15/2018
 Project Manager: Christopher C. Laska, P.E.

PLANT LEGEND

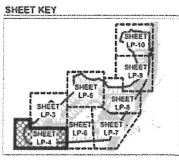
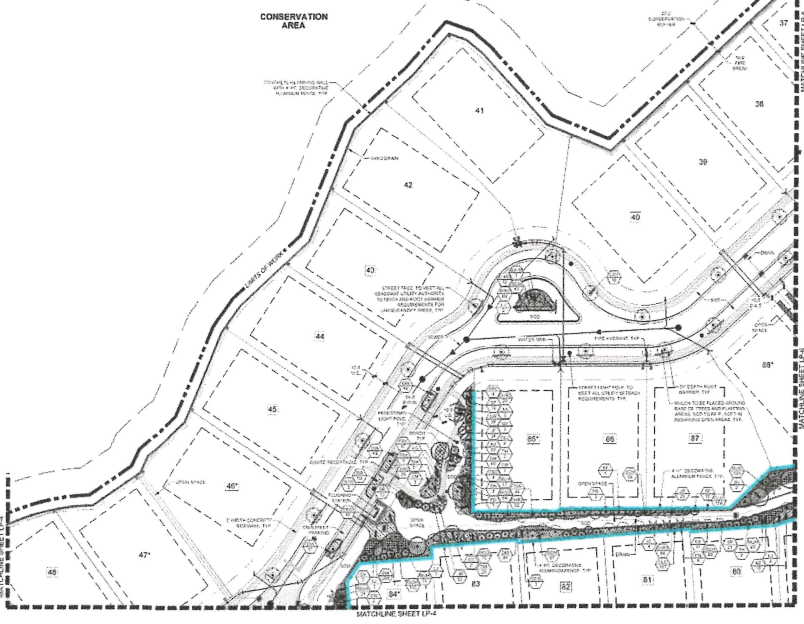
1	1" DBL. PALM TREE
2	2" DBL. PALM TREE
3	3" DBL. PALM TREE
4	4" DBL. PALM TREE
5	5" DBL. PALM TREE
6	6" DBL. PALM TREE
7	7" DBL. PALM TREE
8	8" DBL. PALM TREE
9	9" DBL. PALM TREE
10	10" DBL. PALM TREE
11	11" DBL. PALM TREE
12	12" DBL. PALM TREE
13	13" DBL. PALM TREE
14	14" DBL. PALM TREE
15	15" DBL. PALM TREE
16	16" DBL. PALM TREE
17	17" DBL. PALM TREE
18	18" DBL. PALM TREE
19	19" DBL. PALM TREE
20	20" DBL. PALM TREE
21	21" DBL. PALM TREE
22	22" DBL. PALM TREE
23	23" DBL. PALM TREE
24	24" DBL. PALM TREE
25	25" DBL. PALM TREE
26	26" DBL. PALM TREE
27	27" DBL. PALM TREE
28	28" DBL. PALM TREE
29	29" DBL. PALM TREE
30	30" DBL. PALM TREE
31	31" DBL. PALM TREE
32	32" DBL. PALM TREE
33	33" DBL. PALM TREE
34	34" DBL. PALM TREE
35	35" DBL. PALM TREE
36	36" DBL. PALM TREE
37	37" DBL. PALM TREE
38	38" DBL. PALM TREE
39	39" DBL. PALM TREE
40	40" DBL. PALM TREE
41	41" DBL. PALM TREE
42	42" DBL. PALM TREE
43	43" DBL. PALM TREE
44	44" DBL. PALM TREE
45	45" DBL. PALM TREE
46	46" DBL. PALM TREE
47	47" DBL. PALM TREE
48	48" DBL. PALM TREE
49	49" DBL. PALM TREE
50	50" DBL. PALM TREE
51	51" DBL. PALM TREE
52	52" DBL. PALM TREE
53	53" DBL. PALM TREE
54	54" DBL. PALM TREE
55	55" DBL. PALM TREE
56	56" DBL. PALM TREE
57	57" DBL. PALM TREE
58	58" DBL. PALM TREE
59	59" DBL. PALM TREE
60	60" DBL. PALM TREE
61	61" DBL. PALM TREE
62	62" DBL. PALM TREE
63	63" DBL. PALM TREE
64	64" DBL. PALM TREE
65	65" DBL. PALM TREE
66	66" DBL. PALM TREE
67	67" DBL. PALM TREE
68	68" DBL. PALM TREE
69	69" DBL. PALM TREE
70	70" DBL. PALM TREE
71	71" DBL. PALM TREE
72	72" DBL. PALM TREE
73	73" DBL. PALM TREE
74	74" DBL. PALM TREE
75	75" DBL. PALM TREE
76	76" DBL. PALM TREE
77	77" DBL. PALM TREE
78	78" DBL. PALM TREE
79	79" DBL. PALM TREE
80	80" DBL. PALM TREE
81	81" DBL. PALM TREE
82	82" DBL. PALM TREE
83	83" DBL. PALM TREE
84	84" DBL. PALM TREE
85	85" DBL. PALM TREE
86	86" DBL. PALM TREE
87	87" DBL. PALM TREE
88	88" DBL. PALM TREE
89	89" DBL. PALM TREE
90	90" DBL. PALM TREE
91	91" DBL. PALM TREE
92	92" DBL. PALM TREE
93	93" DBL. PALM TREE
94	94" DBL. PALM TREE
95	95" DBL. PALM TREE
96	96" DBL. PALM TREE
97	97" DBL. PALM TREE
98	98" DBL. PALM TREE
99	99" DBL. PALM TREE
100	100" DBL. PALM TREE

urban design studio
 Urban Planning & Design
 Landscape Architecture
 Communication Graphics

11111 NE 13th Ave, Suite 100
 Palm Beach Gardens, FL 33418
 Phone: (561) 850-1111
 Fax: (561) 850-1112
 Email: info@urban-design-studio.com
 Website: www.urban-design-studio.com

Avenir - Pod 18
 A Planned Community Development
 Palm Beach Gardens, Florida
 Landscape Plan

LP-3
 of 14



PLANT LEGEND

1	1" DBL. PALM TREE
2	2" DBL. PALM TREE
3	3" DBL. PALM TREE
4	4" DBL. PALM TREE
5	5" DBL. PALM TREE
6	6" DBL. PALM TREE
7	7" DBL. PALM TREE
8	8" DBL. PALM TREE
9	9" DBL. PALM TREE
10	10" DBL. PALM TREE
11	11" DBL. PALM TREE
12	12" DBL. PALM TREE
13	13" DBL. PALM TREE
14	14" DBL. PALM TREE
15	15" DBL. PALM TREE
16	16" DBL. PALM TREE
17	17" DBL. PALM TREE
18	18" DBL. PALM TREE
19	19" DBL. PALM TREE
20	20" DBL. PALM TREE
21	21" DBL. PALM TREE
22	22" DBL. PALM TREE
23	23" DBL. PALM TREE
24	24" DBL. PALM TREE
25	25" DBL. PALM TREE
26	26" DBL. PALM TREE
27	27" DBL. PALM TREE
28	28" DBL. PALM TREE
29	29" DBL. PALM TREE
30	30" DBL. PALM TREE
31	31" DBL. PALM TREE
32	32" DBL. PALM TREE
33	33" DBL. PALM TREE
34	34" DBL. PALM TREE
35	35" DBL. PALM TREE
36	36" DBL. PALM TREE
37	37" DBL. PALM TREE
38	38" DBL. PALM TREE
39	39" DBL. PALM TREE
40	40" DBL. PALM TREE
41	41" DBL. PALM TREE
42	42" DBL. PALM TREE
43	43" DBL. PALM TREE
44	44" DBL. PALM TREE
45	45" DBL. PALM TREE
46	46" DBL. PALM TREE
47	47" DBL. PALM TREE
48	48" DBL. PALM TREE
49	49" DBL. PALM TREE
50	50" DBL. PALM TREE
51	51" DBL. PALM TREE
52	52" DBL. PALM TREE
53	53" DBL. PALM TREE
54	54" DBL. PALM TREE
55	55" DBL. PALM TREE
56	56" DBL. PALM TREE
57	57" DBL. PALM TREE
58	58" DBL. PALM TREE
59	59" DBL. PALM TREE
60	60" DBL. PALM TREE
61	61" DBL. PALM TREE
62	62" DBL. PALM TREE
63	63" DBL. PALM TREE
64	64" DBL. PALM TREE
65	65" DBL. PALM TREE
66	66" DBL. PALM TREE
67	67" DBL. PALM TREE
68	68" DBL. PALM TREE
69	69" DBL. PALM TREE
70	70" DBL. PALM TREE
71	71" DBL. PALM TREE
72	72" DBL. PALM TREE
73	73" DBL. PALM TREE
74	74" DBL. PALM TREE
75	75" DBL. PALM TREE
76	76" DBL. PALM TREE
77	77" DBL. PALM TREE
78	78" DBL. PALM TREE
79	79" DBL. PALM TREE
80	80" DBL. PALM TREE
81	81" DBL. PALM TREE
82	82" DBL. PALM TREE
83	83" DBL. PALM TREE
84	84" DBL. PALM TREE
85	85" DBL. PALM TREE
86	86" DBL. PALM TREE
87	87" DBL. PALM TREE
88	88" DBL. PALM TREE
89	89" DBL. PALM TREE
90	90" DBL. PALM TREE
91	91" DBL. PALM TREE
92	92" DBL. PALM TREE
93	93" DBL. PALM TREE
94	94" DBL. PALM TREE
95	95" DBL. PALM TREE
96	96" DBL. PALM TREE
97	97" DBL. PALM TREE
98	98" DBL. PALM TREE
99	99" DBL. PALM TREE
100	100" DBL. PALM TREE

FINAL APPROVAL
 City of Palm Beach Gardens

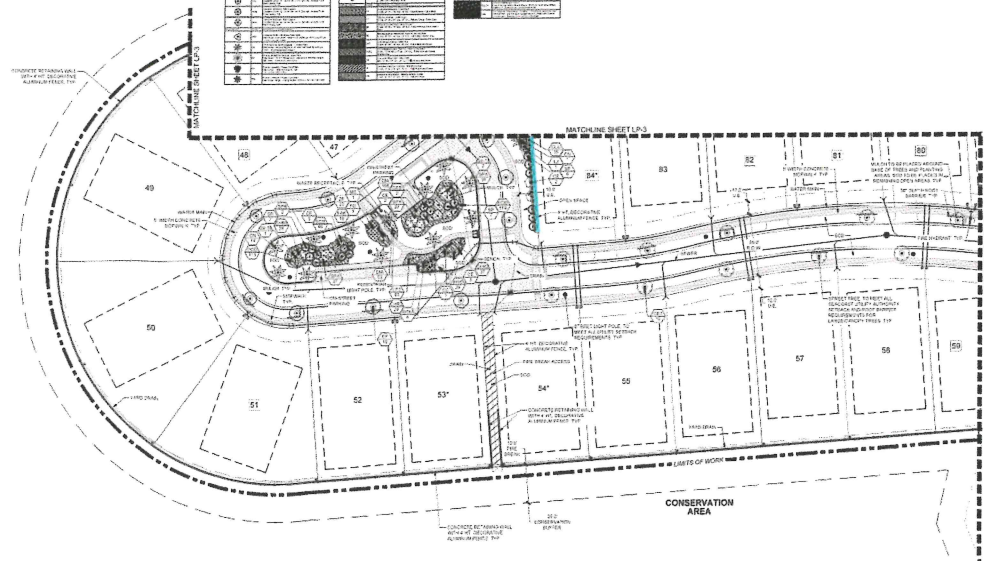
Project Name: Avenir Pod 18
 Project #: 18-00000000000000000000
 Development Order: 18-00000000000000000000
 Date: 11/15/2018
 Project Manager: Christopher C. Laska, P.E.

urban design studio
 Urban Planning & Design
 Landscape Architecture
 Communication Graphics

11111 NE 13th Ave, Suite 100
 Palm Beach Gardens, FL 33418
 Phone: (561) 850-1111
 Fax: (561) 850-1112
 Email: info@urban-design-studio.com
 Website: www.urban-design-studio.com

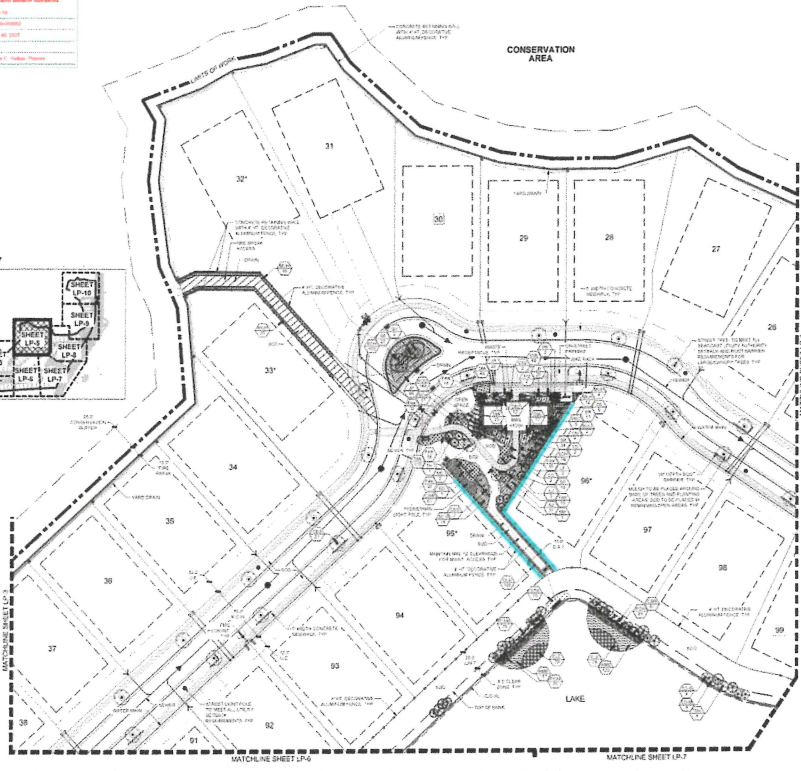
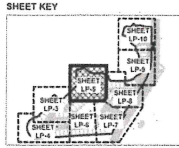
Avenir - Pod 18
 A Planned Community Development
 Palm Beach Gardens, Florida
 Landscape Plan

LP-4
 of 14



FINAL APPROVAL
 City of Palm Beach Gardens

Project Name: Avenir - Pod 18
 Location: 4653 LINNET ST
 Date: 05/20/2024
 Project Manager: Christopher C. Thomas, P.E.



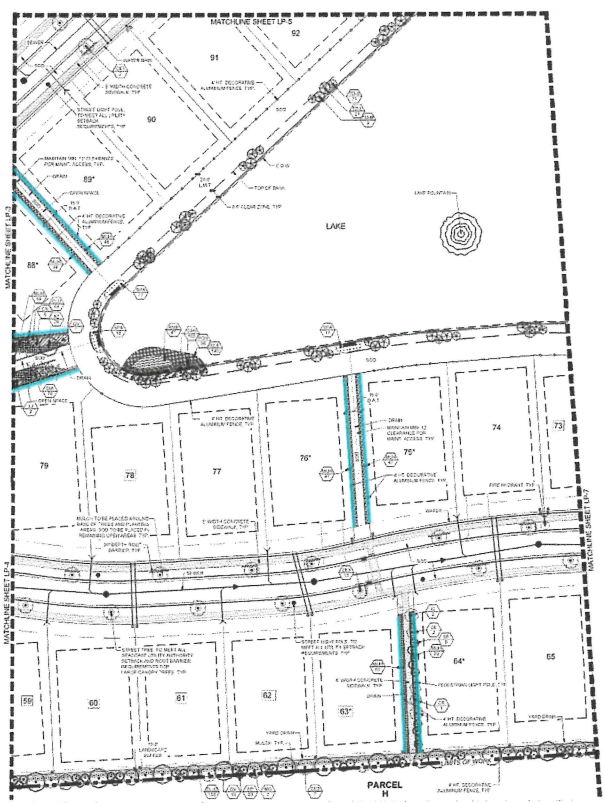
PLANT LEGEND

1	1" TREE
2	2" TREE
3	3" TREE
4	4" TREE
5	5" TREE
6	6" TREE
7	7" TREE
8	8" TREE
9	9" TREE
10	10" TREE
11	11" TREE
12	12" TREE
13	13" TREE
14	14" TREE
15	15" TREE
16	16" TREE
17	17" TREE
18	18" TREE
19	19" TREE
20	20" TREE
21	21" TREE
22	22" TREE
23	23" TREE
24	24" TREE
25	25" TREE
26	26" TREE
27	27" TREE
28	28" TREE
29	29" TREE
30	30" TREE
31	31" TREE
32	32" TREE
33	33" TREE
34	34" TREE
35	35" TREE
36	36" TREE
37	37" TREE
38	38" TREE
39	39" TREE
40	40" TREE
41	41" TREE
42	42" TREE
43	43" TREE
44	44" TREE
45	45" TREE
46	46" TREE
47	47" TREE
48	48" TREE
49	49" TREE
50	50" TREE
51	51" TREE
52	52" TREE
53	53" TREE
54	54" TREE
55	55" TREE
56	56" TREE
57	57" TREE
58	58" TREE
59	59" TREE
60	60" TREE
61	61" TREE
62	62" TREE
63	63" TREE
64	64" TREE
65	65" TREE
66	66" TREE
67	67" TREE
68	68" TREE
69	69" TREE
70	70" TREE
71	71" TREE
72	72" TREE
73	73" TREE
74	74" TREE
75	75" TREE
76	76" TREE
77	77" TREE
78	78" TREE
79	79" TREE
80	80" TREE
81	81" TREE
82	82" TREE
83	83" TREE
84	84" TREE
85	85" TREE
86	86" TREE
87	87" TREE
88	88" TREE
89	89" TREE
90	90" TREE
91	91" TREE
92	92" TREE
93	93" TREE
94	94" TREE
95	95" TREE
96	96" TREE
97	97" TREE
98	98" TREE
99	99" TREE
100	100" TREE
101	101" TREE
102	102" TREE
103	103" TREE
104	104" TREE
105	105" TREE
106	106" TREE
107	107" TREE
108	108" TREE
109	109" TREE
110	110" TREE
111	111" TREE
112	112" TREE
113	113" TREE
114	114" TREE
115	115" TREE
116	116" TREE
117	117" TREE
118	118" TREE
119	119" TREE
120	120" TREE
121	121" TREE
122	122" TREE
123	123" TREE
124	124" TREE
125	125" TREE
126	126" TREE
127	127" TREE
128	128" TREE
129	129" TREE
130	130" TREE
131	131" TREE
132	132" TREE
133	133" TREE
134	134" TREE
135	135" TREE
136	136" TREE
137	137" TREE
138	138" TREE
139	139" TREE
140	140" TREE
141	141" TREE
142	142" TREE
143	143" TREE
144	144" TREE
145	145" TREE
146	146" TREE
147	147" TREE
148	148" TREE
149	149" TREE
150	150" TREE
151	151" TREE
152	152" TREE
153	153" TREE
154	154" TREE
155	155" TREE
156	156" TREE
157	157" TREE
158	158" TREE
159	159" TREE
160	160" TREE
161	161" TREE
162	162" TREE
163	163" TREE
164	164" TREE
165	165" TREE
166	166" TREE
167	167" TREE
168	168" TREE
169	169" TREE
170	170" TREE
171	171" TREE
172	172" TREE
173	173" TREE
174	174" TREE
175	175" TREE
176	176" TREE
177	177" TREE
178	178" TREE
179	179" TREE
180	180" TREE
181	181" TREE
182	182" TREE
183	183" TREE
184	184" TREE
185	185" TREE
186	186" TREE
187	187" TREE
188	188" TREE
189	189" TREE
190	190" TREE
191	191" TREE
192	192" TREE
193	193" TREE
194	194" TREE
195	195" TREE
196	196" TREE
197	197" TREE
198	198" TREE
199	199" TREE
200	200" TREE
201	201" TREE
202	202" TREE
203	203" TREE
204	204" TREE
205	205" TREE
206	206" TREE
207	207" TREE
208	208" TREE
209	209" TREE
210	210" TREE
211	211" TREE
212	212" TREE
213	213" TREE
214	214" TREE
215	215" TREE
216	216" TREE
217	217" TREE
218	218" TREE
219	219" TREE
220	220" TREE
221	221" TREE
222	222" TREE
223	223" TREE
224	224" TREE
225	225" TREE
226	226" TREE
227	227" TREE
228	228" TREE
229	229" TREE
230	230" TREE
231	231" TREE
232	232" TREE
233	233" TREE
234	234" TREE
235	235" TREE
236	236" TREE
237	237" TREE
238	238" TREE
239	239" TREE
240	240" TREE
241	241" TREE
242	242" TREE
243	243" TREE
244	244" TREE
245	245" TREE
246	246" TREE
247	247" TREE
248	248" TREE
249	249" TREE
250	250" TREE
251	251" TREE
252	252" TREE
253	253" TREE
254	254" TREE
255	255" TREE
256	256" TREE
257	257" TREE
258	258" TREE
259	259" TREE
260	260" TREE
261	261" TREE
262	262" TREE
263	263" TREE
264	264" TREE
265	265" TREE
266	266" TREE
267	267" TREE
268	268" TREE
269	269" TREE
270	270" TREE
271	271" TREE
272	272" TREE
273	273" TREE
274	274" TREE
275	275" TREE
276	276" TREE
277	277" TREE
278	278" TREE
279	279" TREE
280	280" TREE
281	281" TREE
282	282" TREE
283	283" TREE
284	284" TREE
285	285" TREE
286	286" TREE
287	287" TREE
288	288" TREE
289	289" TREE
290	290" TREE
291	291" TREE
292	292" TREE
293	293" TREE
294	294" TREE
295	295" TREE
296	296" TREE
297	297" TREE
298	298" TREE
299	299" TREE
300	300" TREE
301	301" TREE
302	302" TREE
303	303" TREE
304	304" TREE
305	305" TREE
306	306" TREE
307	307" TREE
308	308" TREE
309	309" TREE
310	310" TREE
311	311" TREE
312	312" TREE
313	313" TREE
314	314" TREE
315	315" TREE
316	316" TREE
317	317" TREE
318	318" TREE
319	319" TREE
320	320" TREE
321	321" TREE
322	322" TREE
323	323" TREE
324	324" TREE
325	325" TREE
326	326" TREE
327	327" TREE
328	328" TREE
329	329" TREE
330	330" TREE
331	331" TREE
332	332" TREE
333	333" TREE
334	334" TREE
335	335" TREE
336	336" TREE
337	337" TREE
338	338" TREE
339	339" TREE
340	340" TREE
341	341" TREE
342	342" TREE
343	343" TREE
344	344" TREE
345	345" TREE
346	346" TREE
347	347" TREE
348	348" TREE
349	349" TREE
350	350" TREE
351	351" TREE
352	352" TREE
353	353" TREE
354	354" TREE
355	355" TREE
356	356" TREE
357	357" TREE
358	358" TREE
359	359" TREE
360	360" TREE
361	361" TREE
362	362" TREE
363	363" TREE
364	364" TREE
365	365" TREE
366	366" TREE
367	367" TREE
368	368" TREE
369	369" TREE
370	370" TREE
371	371" TREE
372	372" TREE
373	373" TREE
374	374" TREE
375	375" TREE
376	376" TREE
377	377" TREE
378	378" TREE
379	379" TREE
380	380" TREE
381	381" TREE
382	382" TREE
383	383" TREE
384	384" TREE
385	385" TREE
386	386" TREE
387	387" TREE
388	388" TREE
389	389" TREE
390	390" TREE
391	391" TREE
392	392" TREE
393	393" TREE
394	394" TREE
395	395" TREE
396	396" TREE
397	397" TREE
398	398" TREE
399	399" TREE
400	400" TREE
401	401" TREE
402	402" TREE
403	403" TREE
404	404" TREE
405	405" TREE
406	406" TREE
407	407" TREE
408	408" TREE
409	409" TREE
410	410" TREE
411	411" TREE
412	412" TREE
413	413" TREE
414	414" TREE
415	415" TREE
416	416" TREE
417	417" TREE
418	418" TREE
419	419" TREE
420	420" TREE
421	421" TREE
422	422" TREE
423	423" TREE
424	424" TREE
425	425" TREE
426	426" TREE
427	427" TREE
428	428" TREE
429	429" TREE
430	430" TREE
431	431" TREE
432	432" TREE
433	433" TREE
434	434" TREE
435	435" TREE
436	436" TREE
437	437" TREE
438	438" TREE
439	439" TREE
440	440" TREE
441	441" TREE
442	442" TREE
443	443" TREE
444	444" TREE
445	445" TREE
446	446" TREE
447	447" TREE
448	448" TREE
449	449" TREE
450	450" TREE
451	451" TREE
452	452" TREE
453	453" TREE
454	454" TREE
455	455" TREE
456	456" TREE
457	457" TREE
458	458" TREE
459	459" TREE
460	460" TREE
461	461" TREE
462	462" TREE
463	463" TREE
464	464" TREE
465	465" TREE
466	466" TREE
467	467" TREE
468	468" TREE
469	469" TREE
470	470" TREE
471	471" TREE
472	472" TREE
473	473" TREE
474	474" TREE
475	475" TREE
476	476" TREE
477	477" TREE
478	478" TREE
479	479" TREE
480	480" TREE
481	481" TREE
482	482" TREE
483	483" TREE
484	484" TREE
485	485" TREE
486	486" TREE
487	487" TREE
488	488" TREE
489	489" TREE
490	490" TREE
491	491" TREE
492	492" TREE
493	493" TREE
494	494" TREE
495	495" TREE
496	496" TREE
497	497" TREE
498	498" TREE
499	499" TREE
500	500" TREE

urban design studio
 Urban Planning & Design
 Landscape Architecture
 Communication Graphics

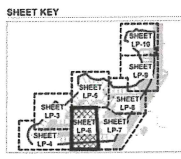
Avenir - Pod 18
 A Planned Community Development
 Palm Beach Gardens, Florida
 Landscape Plan

LP-5
 of 14



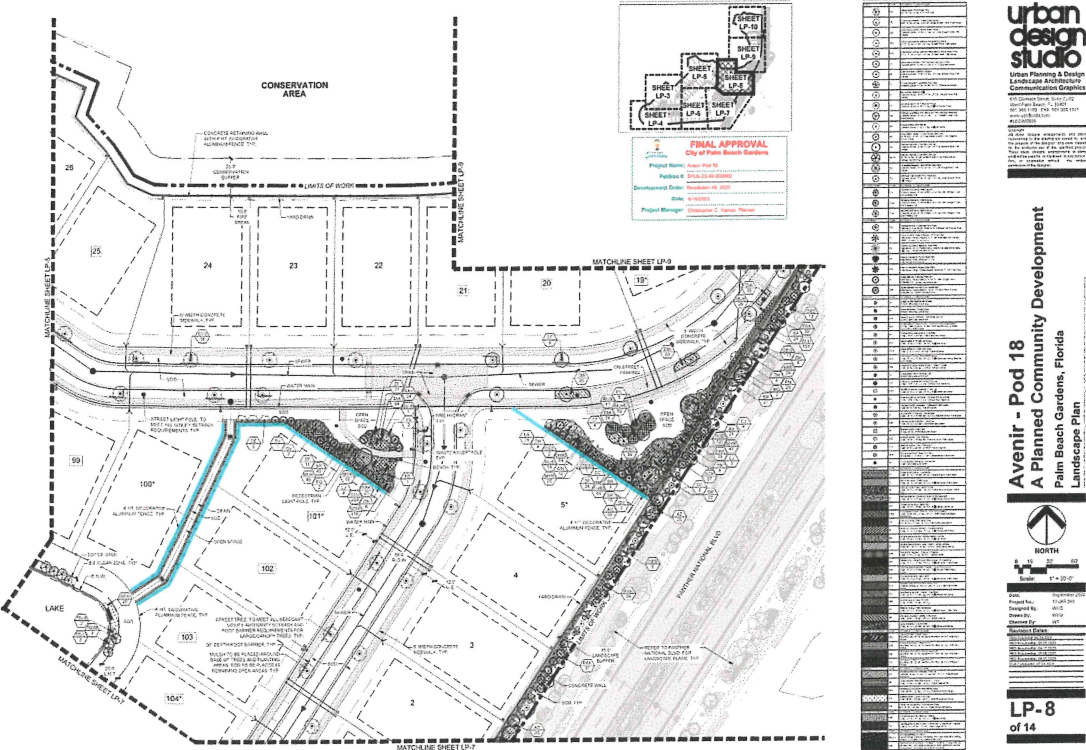
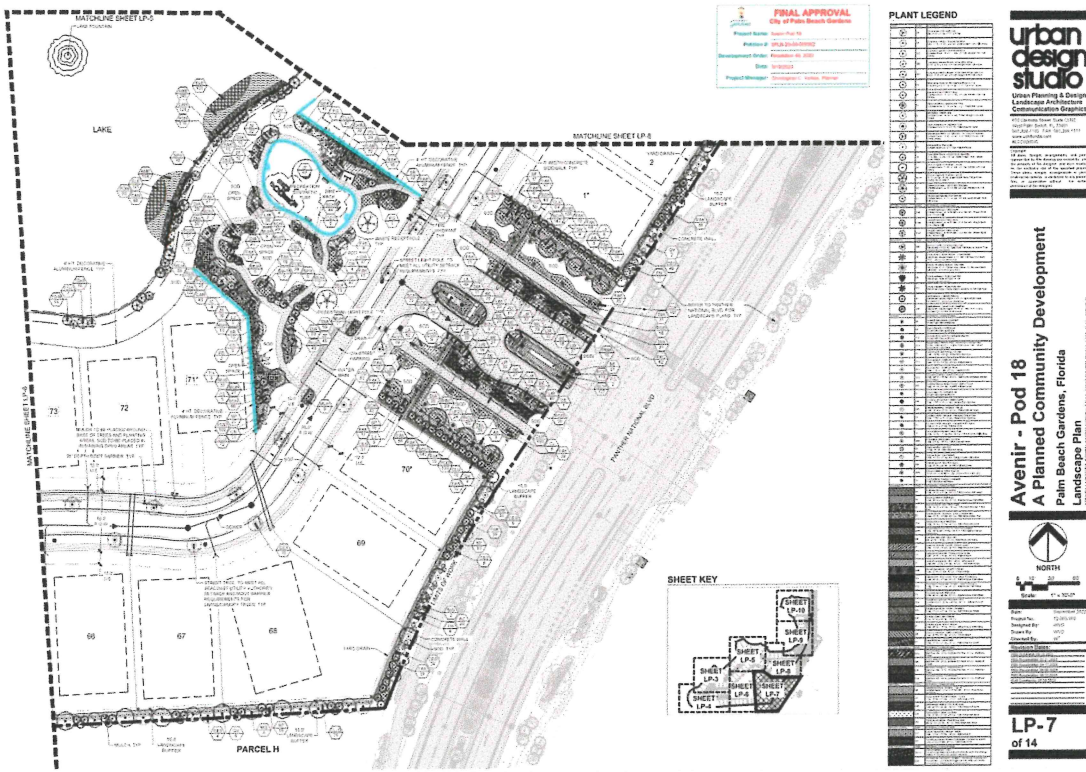
FINAL APPROVAL
 City of Palm Beach Gardens

Project Name: Avenir - Pod 18
 Location: 4653 LINNET ST
 Date: 05/20/2024
 Project Manager: Christopher C. Thomas, P.E.



PLANT LEGEND

1	1" TREE
2	2" TREE
3	3" TREE
4	4" TREE
5	5" TREE
6	6" TREE
7	7" TREE
8	8" TREE
9	9" TREE
10	10" TREE
11	11" TREE
12	12" TREE
13	13" TREE
14	14" TREE
15	15" TREE
16	16" TREE
17	17" TREE
1	



The above price is based on provided layout for the 4' aluminum fence with no retaining wall (in blue) on the interior of the community.


signatureprivacywalls@gmail.com • 4653 Linnet St, New Port Richey, FL 34652 • (727) 271-4946

"Exhibit A- Inclusions & Extras" below shows the number of mobilizations included in base price of this proposal. If a remobilization is needed due to customer request / requirement, then an additional remobilization fee may be required.

Exhibit A- Inclusions & Extras			
Items included in the base proposal	# of Occurances Included	Cost if additional services / materials needed above what's included in the base price	
Mobilization of installation crew & equipment	1	\$2,500	Per mobilization


- Terms of payment: 30% material deposit due with contract. Balance NET 60 from the completion date of work.
- Necessary land clearing and grading for crew / equipment access is to be done by others. Note that only the areas not on top of the retaining wall will need to be cleared / graded prior to installation.
- Staking of the fence line prior to mobilization to be done by others unless specified in the "Optional Items". Note that only the staking of the areas not on top of the retaining wall will be necessary.

Seller: Signature Privacy Walls of FL, Inc.


 Nick Solomon, Sales Manager

Buyer: Kenco Communities at Avenir II, LLC
 a Florida Limited Liability Company

By: Kenco Communities at Avenir Management II LLC
 a Florida limited liability company, its Manager


 Signature

Kenneth M. Endelson, Manager

Name & Title Date

CDD Retaining Wall



Proposal For



Date: 7/26/2024

Proposal # 061324-N6

Expires: 8/26/2024

Change Order #4

Sold To: Kenco Communities at Avenir II, LLC
a Florida Limited Liability Company

Project: Avenir POD 18- interior community
Additional permit fees for retaining wall scope

By: Kenco Communities at Avenir Management II LLC
a Florida limited liability company, its Manager

Contact: Vincent Veccharella
cell: 954-410-9239

Sales/PM: Nick Solomon
cell: 727-458-0018

vveccharella@gokenco.com

nick@signatureprivacywalls.com

Project Description / Overview: CO # 4 for additional permit fees over \$3,800

- Original contract included up to \$3,800 in at cost permit fees with anything over to be billed to the customer. The final permit fees ended up being \$14,949.56 (see below for breakdown from the building dept.) leaving a remaining billable balance of \$11,149.56.

Permit Details | Tab Elements | Main Menu

Type:	Fence (Commercial)	Status:	Issued	Project Name:	AVENIR - ORCHID ISLES AT AVENIR
Applied Date:	06/18/2024	Issue Date:	06/21/2024		
District:	PALM BEACH GARDENS	Assigned To:	Hruda, Shelly	Expire Date:	12/18/2024
		Valuation:	\$717,695.00	Finalized Date:	
Description:	Installation of 2' high precast retaining wall				

Summary Locations **Tasks** Reviews Inspections Attachments Contacts Sub-Records Holds More Info

Fee Summary | Remaining Fees | Paid Fees | Next Tab | Permit Details | Main Menu

Fee Summary

Total Fees:	\$14,949.56	Paid Fees:	\$983.00	Unpaid Fees:	\$13,966.56	Add to Cart
-------------	-------------	------------	----------	--------------	-------------	-----------------------------

Remaining Fees

Fee	Invoice	Computed	Amount Due
Building Permit	INV-00032074	\$9,830.04	\$9,830.04
Crime Prevention	INV-00032074	\$1,076.54	\$1,076.54
Crime Prevention	INV-00032074	\$1,076.54	\$1,076.54
DBPR Surcharge	INV-00032074	\$162.20	\$162.20
DEO Surcharge	INV-00032074	\$108.13	\$108.13
Fire Building Inspection	INV-00032074	\$1,114.81	\$1,614.81


Quoted Line Items				
Item	Description	Quantity / LF	Sales Rate	Total \$
1	Permit fees over \$3,800 per original contract. See "Project Description / Overview" section on page 1 for additional details	1	11,149.56	\$11,149.56
2	Professional Credit- to offset some of the overall permit fees	1	-\$1,500.00	-\$1,500
			Grand Total =	\$9,649.56

Seller: Signature Privacy Walls of FL, Inc.


 Nick Solomon, Sales Manager

Buyer: Kenco Communities at Avenir II, LLC
 a Florida Limited Liability Company

By: Kenco Communities at Avenir Management II LLC
 a Florida limited liability company, its Manager


 Signature

Kenneth M. Endelson, Manager

Name & Title Date



CHANGE ORDER NO. 2

Date of Issuance:	January 10, 2025	Effective Date:	January 10, 2025
Owner:	Avenir Community Development District 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	JACKSON LAND DEVELOPMENT, LLC 1888 NW 21 st Street Pompano Beach, FL 33069	Contractor's Project No.:	24-007
Engineer:	Ballbe & Associates, Inc.	Engineer's Project No.:	202033
Project:	AVENIR POD 18	Contract Name:	Construction Contract (Roadway Improvements)

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

Description:


- Spread fill additional cost = \$14,469.00

Attachments:

- Exhibit "A" – Revised full project schedule of values provided by Jackson Land Development, LLC

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$6,111,613.00	Original Contract Times: Refer to contract Exhibit "E"
{Increase} [Decrease] form previously approved Change Orders No. <u>0</u> to No. <u>1</u> : -\$1,194,768.00	{Increase} [Decrease] form previously approved Change Orders No. <u> </u> to No. <u> </u> : None

Contract Price prior to this Change Order: \$4,916,845.00	Contract Times prior to this Change Order: Refer to contract Exhibit "E"
[Increase] [Decrease] of this Change Order \$14,469.00	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: \$4,931,314.00	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: _____	By: _____ Jackson Land Development, LLC Paul Possanza Manager
Date: <u>1/10/2025</u>	Date: _____	Date: _____

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

EXHIBIT "A"



*Monthly Managers Report
January 23, 2025*

Date of Report: 1/15/2025

Submitted by: Richard Salvatore

○ **Completed Tasks**

- The Avenir drive entry feature fountains and filter pumps have been replaced. Spare pumps were ordered at the board's request at the previous meeting.
- An electrical short causing the stairs and step lights to trip the breaker has been located and repaired. Most of these lights are now operating properly, with minor troubleshooting still required (See ongoing tasks)
- Gym carpet-like flooring has been steam cleaned, and staining removed.
- Toys / offerings in the kid's room have been expanded
 - Added a variety of toys and playsets for children of varying ages, including a work bench, Barbie dream home, hotwheels/matchbox cars, wooden blocks, large plastic building blocks for younger children, Barbie Dolls, miscellaneous toys and games.

○ **Ongoing Tasks**

- The voltage access control expansion has been scheduled, with Automatic Access.
 - Due to a back order of Honeywell supplies, it will begin no later than February 8th.
- Further troubleshooting is underway to identify further faulty lights, with plans to replace them once identified.
- The chest press machine in the gym is out of order. The manufacturer came and inspected it, and ordered the necessary part.
 - We are now awaiting the return of the manufacturer for repair.
- Awaiting the arrival of the previously approved storage shed, grading of landscaping, etc.
 - Working with Developers' representative on this item.
- The original clubhouse Interior designer has visited the clubhouse and been given direction to match and order additional tables and chairs for the club room.
 - Interior designer is working with custom carpenter and upholsterer to have furniture built.

○ **Future Items / Items For Consideration**

- Installation of taller bushes in the plant bed adjacent to the clubhouse lake, per requests from homeowners across the lake feedback. (Awaiting Quotes from Arazoza)
- Full yearly carpet cleaning of all clubhouse carpets (Awaiting quotes from Stanley Steamer and ServPro)
- Gutter addition on the front of building, and to pavilions to reduce washout from heavy rains.



○ **Resident Requests / Recommendations**

- Revisit the previously approved Clubhouse Holiday Hours
 - Resident requested that the clubhouse not only be open for the normal operating hours (8am – 10 PM) on Holidays, but for “extended” hours.
 - This is a budgeted expense, a proposed increase in the “Personnel” line item can be brought forward for the ’25-’26 budget.
- Extended hours for playground use
 - Resident requested that the unlighted playgrounds be open past Sunday, closing times are “too restrictive”
 - Resident offered that they should be always unlocked and a “Use at your own risk” sign be placed.
- A large outdoor community tree & tree lighting ceremony for holidays
- An increase in staffing on Holidays and weekends
 - This is a budgeted expense, a proposed increase in the “Personnel” line item can be brought forward for the ’25-’26 budget.
- Extended clubhouse hours
 - Residents have mentioned that 10pm is too early of a closure for the clubhouse, and have requested we revisit the operating hours.
 - Current staffed hours are 8:00 am – 10:00 pm, 7 days per week. Gym after-hours access is 5 AM – 8 AM and 10 PM – 12 AM.
- Demand for alternate / additional vendors for recreational services.
 - Currently there is 1 approved fitness vendor, 1 approved aquatics vendor, and 2 approved tennis / pickleball vendors.
 - Resident has requested the district allow additional options, specifically for tennis/pickleball.

Lifestyle Directors Report

Date of Report: 1/15/2025

Submitted by: Patrice Chiaramonte

Live Music Cash Bar, & Lite Bites: November 16th 2024

Patrons enjoyed a live performance by The Jon River Band at the Avenir Clubhouse. The event also featured complimentary face painting and glitter tattoos for children, a cash bar, and a selection of complimentary lite bites from The Dancing Crane.



Frozen Forest: December 7th 2024



Patrons had a wonderful time at "Frozen Forest," which featured an exciting obstacle course, delicious ice cream, fairy hair styling, a catered brunch from The Dancing Crane, live music, a kids' craft station, goodie bags, and face painting. Additionally, guests enjoyed a special meet-and-greet with Santa, Mickey, Elsa, and Olaf.

New Year's Caribbean Casino: December 28th 2024:

Patrons had a fantastic time at the event, enjoying the lively performance by The Reel Ting Band, delicious appetizers and desserts provided by The Dancing Crane, and the excitement of ten casino tables staffed by professional dealers from Casino Fun to Go. Guests were also thrilled with the array of prizes available. This event proved to be one of the most successful and well-received adult gatherings. Casino Nights continue to be an excellent choice for creating an engaging and memorable experience.



Singles Game Night: January 8th, 2025

Residents of Avenir were invited to participate in an adults-only version of Cards Against Humanity. Attendees received complimentary drink tickets and had the opportunity to mingle and socialize. This event was hosted at The Dancing Crane so patrons could enjoy access to the Food & Beverage menu.



Food Truck Friday: January 10th 2025

Patrons had the opportunity to enjoy G's Hibachi, where they were able to conveniently pre-order their meals via a provided link and promptly pick up their orders at the clubhouse.



2nd Annual Vision Board Workshop: January 11th, 2025

Patrons participated in creating vision boards to set their goals and aspirations for the year. This event successfully attracted a diverse group of attendees, including families and friends!



Field Operations Manager Report

Date Submitted: 1/15/25

Submitted by: Jorge Rodriguez

Completed Tasks

- Interior touchup paint of all touchpoints, baseboards, and walls has been completed the week of 1/13 – 1/17
- All carpets have been shampooed and steam vacuumed the week of 1/6 – 1/10.
- Exterior pressure washing of both playgrounds, pool deck, and all sidewalks/walkways will be completed the week of 1/20 – 1/24
- Avenir drive entry fountains have been vacuumed, and cleaned, and all previous mechanical issues have been corrected.
- Damaged / unsightly Signage around lakes has been replaced.
- All sun-damaged / unsightly trashcans on the pool deck and courts have been replaced.
 - Additional trashcans were added to the pool deck per the resident's recommendations.
- Chandelier lights in the high-ceiling event hall have been replaced.

Weekly Projects

- All garbage cans outside the clubhouse, within tennis and pickleball courts, and down Avenir Drive and Northlake Blvd are emptied and cleaned as needed.
- All exterior light fixtures are inspected nightly, and Interior lights are inspected daily.
- The 6 Clay Tennis Courts are raked and rolled thrice weekly. (Mon, Wed, Fri)
- All 8 hard floor Tennis Courts and pickleball courts are blown daily to clean debris.
- All Clubhouse grounds, including parking lots, sidewalks, pool deck, playgrounds, etc., are blown daily.
- The playgrounds are being pressure washed weekly. All the equipment safety checked and tightened.
- All pools, splash pad, spa, and fountains are maintained daily to FL DoH standards.
- All the outside recessed lighting covers have been removed and cleaned, removing all bugs and webs.

