



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
& PUBLIC HEARING
AUGUST 28, 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
Palm Beach Gardens City Council Chambers
10500 N Military Trail
Palm Beach Gardens, FL 33410
REGULAR BOARD MEETING & PUBLIC HEARING
August 28, 2025
12:30 p.m.

- A. Call to Order
- B. Proof of Publication
- C. Establish Quorum
- D. Additions or Deletions to Agenda
 - 1. Comments from the Public for Items Not on the Agenda (**Limited to 3 Minutes Per Person**)
- E. Approval of Minutes
 - 1. June 26, 2025, Regular Board Meeting Minutes
- F. Public Hearing
 - 1. Proof of Publication
 - 2. Receive Public Comments on Fiscal Year 2025/2026 Final Budget (**Limited to 3 Minutes Per Person**)
 - 3. Consider Resolution No. 2025-11 – Adopting a Fiscal Year 2025/2026 Final Budget
- G. New Business
 - 1. Consider Resolution No. 2025-12 – Adopting a Fiscal Year 2025/2026 Meeting Schedule
 - 2. Consider Acceptance of Annual Engineers Report 2025
 - 3. Consider Approval of Tree Trimming Proposals (Arazoza)
 - 4. Consider Award of Contract for Mosquito and Midge Control (Clarke and VDCI)
 - 5. Consider Approval of Agreement for Underwriter Services & Rule G-17 Disclosure
 - 6. Discussion Regarding 558 Claim Against Kast for the Clubhouse
 - 7. Consider Approval of 2026 Avenir 5K K9 for Warriors Fun Run & Walk (Sunday March 15, 2026)
 - 8. Consider Approval of 2025 Avenir Somerset Charter School Turkey Trot 5k (Saturday November 22, 2025)
- H. Consent Agenda
 - 1. Consider Ratification of Stone Agmt (Titan Stone) - Pod 21
 - 2. Consider Ratification of AC Agmt (Quality Electric LLC) - Pod 21
 - 3. Consider Ratification of Carpenter Contractors of America Agmt - Pod 21
 - 4. Consider Ratification of Louvers and Signage Agmt (JC Iron Ornamental Works Inc) - Pod 21
 - 5. Consider Ratification of Charter School Documents
 - 6. Consider Ratification of CO No 11- Northlake Phase II
 - 7. Consider Ratification of GL Homes Installation License and Maintenance Agmt
 - 8. Consider Approval of Proposal for Design Entrance Design Work (HSQ)
 - 9. Consider Ratification of Contractor Agreement (Palm Beach Gardens)
 - 10. Consider Ratification of Publix Access Road Addendum (Arazoza)
 - 11. Consider Ratification of Spine Road 3 Re-Clean of Lift Station #5 (Centerline)

I. Clubhouse

1. Clubhouse Management Report
2. Consider Request to Extend Tennis Court Hours
3. Discussion Regarding Clubhouse Rules Updates
4. Consider Approval of Clubhouse Landscaping Buffer Proposal

J. Administrative Matters

1. 2025 Legislative Update Memo – BCLMR

K. Board Member Comments

L. 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

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.

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
No.10649537 Oct. 10, 2024

RYAN SPELLER
Notary Public
State of Wisconsin

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JUNE 26, 2025**

A. CALL TO ORDER

The June 26, 2025, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:30 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which indicated that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on October 10, 2024, as part of the District’s Fiscal Year 2024/2025 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

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

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

Also present was District resident Rich Leonard.

D. ADDITIONS OR DELETIONS TO THE AGENDA

1. Comments from the Public for Items Not on the Agenda (Limited to 3 Minutes Per Person)

There were no additions or deletions to the agenda.

E. APPROVAL OF MINUTES

1. May 22, 2025, Regular Board Meeting

The minutes of the May 22, 2025, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the minutes of the May 22, 2025, Regular Board Meeting, as presented.

F. NEW BUSINESS

1. Consider Developer Funding Agreement (Coconut Boulevard Rail Crossing)

Mr. Pawelczyk explained that this agreement was needed before the impact fee bonds are issued at the next meeting and stated that the developer would fund the crossing and other related improvements until

bonds have been sold. He also stressed that the new bonds were backed by impact fee pledged revenue, not assessments.

2. Consider Additional Landscape Maintenance Proposal (Arazoza – Publix Road)

Mr. Pierman explained that the Publix road landscape maintenance was not contemplated when the landscape maintenance contract was awarded, and that this proposal covered the new area.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and unanimously passed authorizing the creation and execution of an amendment to the Arazoza agreement to include the additional landscaping.

3. Consider East Break Bahia Turf Install (Arazoza)

Mr. Pierman explained that residents along the Coral Isles buffer area have complained about the drainage coming from the buffer landscaping. After meeting on site, Mr. Ballbe suggested installing a strip of sod to prevent dirt from washing into resident drains. Following discussion, the Board consensus was to bring the item back to the next meeting.

4. Consider Avenir Drive Replacement Irrigation Valve (Arazoza)

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed approving the Avenir Drive replacement irrigation valve, as presented.

5. Consider Mitigation Maintenance FY 25-26 Proposal and Water Use FY 25-26 Hydrobiologic Monitoring Services Proposal

Mr. Pierman explained that the mitigation maintenance cost was increasing, due to increased mitigation area coming online. He also noted that the second proposal for hydrobiological testing was required annually.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed authorizing the creation and execution of an amendment to the EW agreement to include the additional work.

6. Consider Rapid Flashing Beacons at Paseo Crossing and Clubhouse Roundabout

Ms. McConnell explained that the City had requested installation of beacons to increase pedestrian safety.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed authorizing the creation and execution of a small project agreement with H&J for installation of rapid flashing beacons.

7. Consider Farm Plat and Dedication Language

Mr. Ballbe explained that the modified language was still being written. Mr. Pawelczyk noted that the Chair had the authority to execute the plat. Following discussion, the Board consensus was to table this item until the language has been completed.

8. Consider Spine Road 5 – Construction Contract (H&J)

Mr. Ballbe explained that this agreement was for signs, bench pads, receptacles, benches, fences, and an irrigation pump slab between Northlake and Avenir Drive in the amount of \$86,796.34.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the Spine Road 5 construction contract with H&J for signs, bench pads, receptacles, benches, fences, and an irrigation pump slab between Northlake and Avenir Drive in the amount of \$86,796.34, as presented.

9. Consider Pod 21 Lift Station Project Earthwork Operations (H&J)

Mr. Ballbe explained that this agreement was for dirt, earthwork and testing, funded by the A-21 bonds, in the amount of \$296,400.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Pod 21 Lift Station Project earthwork operations with H&J for dirt, earthwork and testing, funded by the A-21 bonds, in the amount of \$296,400, as presented.

10. Consider Installation License and Maintenance Agreement for Encroaching Facilities (GL Homes)

Mr. Ballbe explained that GL Homes had 562 lots with 15 lakes, and they were installing trenches between homes to direct water to drain to the lakes. The drains encroach into the lake maintenance tracts, necessitating an encroachment agreement. Mr. Pawelczyk noted that the item needed to be reviewed by legal to ensure future repair was the HOA's responsibility.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed authorizing the Chair to execute the installation license and maintenance agreement, subject to legal review.

11. Consider Northlake Boulevard Maintenance Bill (JW Cheatham)

Ms. McConnell explained that this invoice closes out Phases 1 and 2 Northlake work, with sidewalk repairs necessary for final inspection in the amount of \$53,383.81.

A **motion** was made by Ms. Schechter, seconded by Mr. Cepero and passed unanimously approving the Northlake Boulevard maintenance bill with JW Cheathan closing out Phases 1 and 2 Northlake work, with sidewalk repairs necessary for final inspection in the amount of \$53,383.81, as presented.

12. Consider Ratification of Resolution No. 2025-10 – Adopting a Fiscal Year 2025/2026 Proposed Budget

Resolution No. 2025-10, entitled:

RESOLUTION NO. 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING AN EFFECTIVE DATE.

Mr. Pierman explained that, at the last meeting, the Board approved Resolution 2025-10 with the meeting location to be determined. The District has secured the Palm Beach Gardens Council Chambers for the Public Hearing, which is reflected in the updated resolution.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously adopting Resolution No. 2025-10, setting the Public Hearing for August 28, 2025, in the Palm Beach Gardens City Council Chambers at 10500 N Military Trail, Palm Beach Gardens, Florida 33410.

13. Consider Landscape Replacements Outside LaTerre (Arazoza)

Mr. Pierman explained that this was a small piece of landscape replacement left from the tornado that had been left out of earlier proposals.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Arazoza landscape replacements outside LaTerre, as presented.

14. Discussion Regarding Rodent Control

Mr. Pierman explained that he had received complaints about rodents in the common areas around the community and asked the Board for comments on pest control. Following discussion, the Board requested a proposal for rodent control, centered in the “hot spots” where they had been reported.

G. CHANGE ORDERS

Mr. Pierman suggested that the following change orders be considered under one motion.

1. Consider Phase Two Earthwork Contract – Change Order No. 21 (H&J)

Mr. Ballbe explained that Change Order No. 21 was for additional lake excavation, which finishes all of the lakes, in the amount of \$332,346 to be paid from the AA2 bonds.

2. Consider Town Center Bypass Road – Change Order No. 7 (H&J) (\$40,166.90)

Mr. Ballbe explained that Change Order No. 7 was for cart path repairs and lift station grading as requested by SUA, in the amount of \$40,166.90.

3. Consider Town Center Bypass Road – Change Order No. 1 (SPF) (\$560)

Mr. Ballbe explained that Change Order No. 1 was for material pickup in the amount of \$560.

4. Consider Spine Road Phase 6 – Change Order No. 5 (SPF) (\$20, 075)

Mr. Ballbe explained that Change Order No. 5 was for main feeder repairs, extension and crossing, in the amount of \$20,075.

5. Consider Spine Road Phase 4 – Change Order No. 20 (SPF) (\$1,671.81)

Mr. Ballbe explained that Change Order No. 20 was for a turn lake street light tie-in in the amount of \$1,671.81.

6. Consider Northlake Boulevard Phase I – Change Order No. 8 (JW Cheatham) (\$151,454.86)

Ms. McConnell explained that Change Order No. 8 was for final reconciliation of Northlake Phase 1 in the amount of \$151,454.86.

7. Consider Northlake Boulevard Phase II – Change Order No. 10 (JW Cheatham) (\$141,156.09)

Ms. McConnell explained that Change Order No. 10 was for final reconciliation of Northlake Phase 2 in the amount of \$141,156.09.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and unanimously passed approving Change Order items 1 through 7 above, as presented.

H. CONSENT AGENDA

- 1. Consider Ratification of Supplemental Agreement 18 (HSQ Agreement) (Northlake CEI-18)**
- 2. Consider Ratification of Proposal for Street Blades On Spine Roads (H&J)**
- 3. Consider Ratification of Spine Phase 4 - Pavement Top Lift Phase One (H&J)**
- 4. Consider Ratification of Panther National Entry Feature Proposal (Stofft)**
- 5. Consider Ratification of Fountain Installation Proposal (Future Horizons)**
- 6. Consider Ratification of N-1 Conservation Area - Construction Contract (H&J)**
- 7. Consider Ratification of Benches and Receptacles Agreement- Spine Road 5 (H&J)**
- 8. Consider Ratification of Aqua Escapes Agreement - Pod 18**

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and unanimously passed approving Consent Agenda items 1 through 8 above, subject to final review by the Chair.

I. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore noted that the server rack had gone down and was repaired at a cost of \$3,400 and the air conditioning was repaired at a cost of \$9,850. He also noted that the sunshade was still awaiting delivery.

Ms. Chiamonte highlighted events that were held in the Clubhouse over the past month.

2. Discussion Regarding Clubhouse Rules Updates

Mr. Salvatore explained that the Clubhouse Rules had been updated to address inconsistencies and verbiage, as well as rental policies to better protect the District. Following discussion, Mr. Pawelczyk noted that he would review the rules and Mr. Pierman stated that he would begin the rulemaking process.

J. ADMINISTRATIVE MATTERS

Mr. Pierman reminded the Board to complete their 2024 Forms 1 – Statement of Financial Interests and also noted that the next meeting was scheduled for July 24th, which will be primarily to approve bond documents.

K. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously adjourning the Regular Board Meeting at 1:33 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

Subcategory
Miscellaneous Notices

[View original file](#) 

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AVENIR COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025/2026 BUDGET AND
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors (the Board) of the Avenir Community Development District (the District) will hold a public hearing on August 28, 2025, at 12:30 p.m. in the Palm Beach Gardens City Council Chambers at 10500 N Military Trail, Palm Beach Gardens, FL 33410 for the purpose of hearing comments and objections on the adoption of the budget of the District for Fiscal Year 2025/2026. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and budget may be obtained from the Districts website seven (7) days prior to the public hearing/meeting or at the offices of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Telephone: (561) 630-4922 and/or toll free at 1-877-737-4922, during normal business hours.

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

The purpose of the public hearing is to hear comments and objections on the adoption of the Districts budget for Fiscal Year 2025/2026. The proposed budget includes an Operation & Maintenance Assessment of \$1,502.13, which is an increase of \$416.68 from the previous years assessment. The Clubhouse Operation & Maintenance Assessment is proposed at \$1,481.16, which is a decrease of \$0.16 from the previous year. These assessments, along with the applicable debt assessments levied on individual property, are collected by the Palm Beach County Tax Collector.

A full list of assessment amounts can be found on the Districts website, www.avenircdd.org.

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

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. Members of the public have the right to appear at the public hearing and the right to file written objections within 20 days of the publication of the notice.

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT

www.avenircdd.org

PUBLISH: PALM BEACH POST 08/15/25

RESOLUTION NO. 2025-11

A RESOLUTION OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2025/2026 BUDGET.

WHEREAS, the Avenir Community Development District (“District”) has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2025/2026 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

WHEREAS, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non ad-valorem assessments upon the properties within the District.

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

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2025/2026 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

Section 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 28th day of August, 2025.

ATTEST:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Avenir Community Development District

**Final Budget
Fiscal Year 2025/2026
October 1, 2025 - September 30, 2026**

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FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2025/2026 BUDGET
REVENUES	
O&M Assessments	7,052,314
Clubhouse Assessments	1,738,886
Total Regular Debt Assessments	14,412,401
Total Cap I + B Bond Debt Assess	2,593,661
Landowner Contribution - O&M	0
Landowner Contribution - Clubhouse	0
Landowner Contribution - Debt	0
Impact Fees	0
Bond Prepayments	0
Bond Prepayments - Sent to Trustee	0
O&M Interest & Other Income	0
Clubhouse Interest & Other Income	230,000
TOTAL REVENUES	\$ 26,027,262
EXPENDITURES	
Supervisor Fees	0
Supervisor Fees Taxes	0
Engineering/Inspections	50,000
Management	150,000
District Office	75,000
Legal	80,000
Assessment Roll	6,000
Audit Fees	13,900
Arbitrage Rebate Fee	5,000
Insurance	75,000
Legal Advertisements	20,000
Miscellaneous	2,000
Postage	2,000
Office Supplies	5,000
Dues & Subscriptions	175
Trustee Fees	40,000
Continuing Disclosure Fee	3,500
Website Management	1,600
Infrastructure Maintenance	100,000
Miscellaneous Maintenance	50,000
Base Landscape Maintenance	1,350,000
Optional Landscape Maintenance	1,000,000
Irrigation Maintenance	250,000
Lake & Littoral Maintenance	375,000
Midge & Mosquito Control	350,000
Fountain Maintenance	275,000
Street Sweeping / Pressure Washing	100,000
Mitigation Maintenance	1,045,000
Hydrobiologic Monitoring	25,000
Pump Station Maintenance / Fuel	100,000
Electric (FPL) (Including Streetlight)	650,000
Water (Seacoast)	175,000
Gas Utility	20,000
Holiday Lighting	35,000
Contingency	200,000
Clubhouse Total Expenditures	1,864,553
TOTAL EXPENDITURES	\$ 8,493,728
REVENUES LESS EXPENDITURES	\$ 17,533,534
Bond Payments - Series 2018	(2,995,460)
Bond Payments - Series 2019	(1,188,635)
Bond Payments - Series 2020 (IF)	0
Bond Payments - Series 2021	(4,330,610)
Bond Payments - Series 2023	(5,256,637)
Bond Payments - Series 2024	(802,326)
Bond Payments - Series 2025	(1,567,650)
BALANCE	\$ 1,392,216
County Appraiser & Tax Collector Fee	(464,072)
Discounts For Early Payments	(928,144)
EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
REVENUES				
O&M Assessments	4,052,304	4,965,806	7,052,314	Total Regular Expenses / .94
Clubhouse Assessments	1,732,804	1,740,759	1,738,886	Total CH Expenses - Revenue / .94
Total Regular Debt Assessments	6,853,117	15,595,194	14,412,401	
Total Cap I + B Bond Debt Assess	8,769,715	1,809,035	2,593,661	
Landowner Contribution - O&M	0	0	0	
Landowner Contribution - Clubhouse	0	0	0	
Landowner Contribution - Debt	0	0	0	
Impact Fees	10,297,527	6,484,553	0	Estimated
Bond Prepayments	15,566,824	0	0	
Bond Prepayments - Sent to Trustee	(15,566,824)	0	0	
O&M Interest & Other Income	119,017	0	0	
Clubhouse Interest & Other Income	66,956	55,000	230,000	Rental 30,000 + 200,000 Carryover
TOTAL REVENUES	\$ 31,891,440	\$ 30,650,347	\$ 26,027,262	
EXPENDITURES				
Supervisor Fees	0	3,840	0	
Supervisor Fees Taxes	0	308	0	
Engineering/Inspections	14,380	20,000	50,000	
Management	54,645	56,285	150,000	Onsite Full Time Manager
District Office	0	0	75,000	
Legal	55,410	48,000	80,000	
Assessment Roll	6,000	6,000	6,000	
Audit Fees	13,600	13,700	13,900	Increase due to Additional Bonds
Arbitrage Rebate Fee	3,675	4,200	5,000	
Insurance	35,937	66,000	75,000	Insurance Estimate
Legal Advertisements	8,655	5,000	20,000	
Miscellaneous	1,981	2,000	2,000	
Postage	1,304	750	2,000	
Office Supplies	2,868	2,000	5,000	
Dues & Subscriptions	175	175	175	
Trustee Fees	29,500	35,000	40,000	
Continuing Disclosure Fee	3,250	3,000	3,500	
Website Management	1,600	1,600	1,600	
Infrastructure Maintenance	213,853	100,000	100,000	
Miscellaneous Maintenance	7,890	50,000	50,000	
Base Landscape Maintenance	1,081,756	1,310,000	1,350,000	
Optional Landscape Maintenance	262,955	350,000	1,000,000	
Irrigation Maintenance	108,688	140,000	250,000	
Lake & Littoral Maintenance	97,666	250,000	375,000	
Midge & Mosquito Control	0	0	350,000	
Fountain Maintenance	101,044	100,000	275,000	Includes 2 additional fountains and backup pumps
Street Sweeping / Pressure Washing	144,916	200,000	100,000	
Mitigation Maintenance	539,350	720,000	1,045,000	
Hydrobiologic Monitoring	0	0	25,000	
Pump Station Maintenance / Fuel	71,472	100,000	100,000	
Electric (FPL) (Including Streetlight)	596,351	650,000	650,000	Streetlight & electric
Water (Seacoast)	188,447	150,000	175,000	
Gas Utility	18,557	0	20,000	
Holiday Lighting	0	0	35,000	
Contingency	0	150,000	200,000	Approximatley 3% of non clubhouse O&M expenses
Clubhouse Total Expenditures	1,450,642	1,691,313	1,864,553	
TOTAL EXPENDITURES	\$ 5,116,566	\$ 6,359,171	\$ 8,493,728	
REVENUES LESS EXPENDITURES	\$ 26,774,873	\$ 24,291,176	\$ 17,533,534	
Bond Payments - Series 2018	(2,325,851)	(2,995,460)	(2,995,460)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2019	(1,843,266)	(1,278,335)	(1,188,635)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2020 (IF)	(10,297,527)	(6,484,553)	0	Estimated
Bond Payments - Series 2021	(10,453,694)	(4,850,154)	(4,330,610)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2023	(733,760)	(6,583,756)	(5,256,637)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2024	0	(760,813)	(802,326)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2025	0	0	(1,567,650)	2026 P & I Payments Less Earned Interest
BALANCE	\$ 1,120,774	\$ 1,338,105	\$ 1,392,216	
County Appraiser & Tax Collector Fee	(37,402)	(446,035)	(464,072)	
Discounts For Early Payments	(340,670)	(892,070)	(928,144)	
EXCESS/ (SHORTFALL)	\$ 742,703	\$ -	\$ -	

DETAILED FINAL CLUBHOUSE BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

EXPENDITURES	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
Supervisor Fees	0	960	0	
Supervisor Fees Taxes	0	77	0	
Connect Water Fee	0	0	0	
CDD Management	8,000	8,000	35,000	
Legal	2,940	12,000	12,000	
Assessment Roll	1,500	1,500	1,500	
Audit Fees	1,400	1,600	1,600	
Arbitrage Rebate Fee	225	225	225	
Legal Advertisements	1,200	1,500	4,000	
Miscellaneous	2,738	0	5,000	
Trustee Fees	3,500	3,500	3,500	
Continuing Disclosure Fee	250	250	250	
Website Management	400	400	400	
CH Management/personnel	642,566	758,801	819,578	
Uniforms	0	4,000	4,000	
Licenses/Permits	1,998	5,000	5,000	
Insurance	70,000	55,000	80,000	
Post / Print / Office Sup	14,759	9,000	12,000	
IT / Telecom	15,133	20,000	20,000	
HVAC Maint & Repair	0	12,000	12,000	
Janitorial	33,436	11,000	14,000	
Misc Repair & Maint	23,922	60,000	60,000	
Pest Control	19,794	18,000	20,000	
Fire/ Life/ Hood -Safe Sys	9,649	8,000	8,000	
Fitness Equip	3,743	4,000	4,000	
Vehicle Lease & Maint	4,799	5,000	5,000	
Holiday Decorations	0	15,000	15,000	
Cable / Music Services	3,082	3,000	4,000	
Trash Removal	4,004	6,000	6,000	
Gas	23,108	50,000	50,000	
Electricity	36,178	50,000	50,000	
Water & Sewer	40,027	40,000	45,000	
Irrigation Water	4,533	10,000	10,000	
Security / Camera Surveillance	101,070	90,000	90,000	
Electronic Access Control	28,188	10,000	10,000	
Surveillance Repair & Main	0	0	0	
Landscape Maint Contract	71,304	80,000	83,000	
Landscape Other / Irrigation	102,581	40,000	50,000	
Pool Chemicals	51,362	55,000	57,000	
Pool Maintenance Agreement	29,792	32,500	32,500	
Pool Repair & Misc Maint	4,200	25,000	25,000	
Tennis & Pickle Court Main	13,382	15,000	25,000	
Furniture Repair & Maint	0	5,000	5,000	
Social Programs	75,878	90,000	90,000	
Coffee Station	0	0	15,000	
Restaurant Expenses	0	0	0	
Deficit Funding F&B Operat	0	0	0	
Other / Capital Expenses	0	75,000	75,000	
TOTAL EXPENDITURES	\$ 1,450,642	\$ 1,691,313	\$ 1,864,553	

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2018
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	92,858	200	200	Projected Interest
Net NAV Collection 2018-1	1,780,524	2,098,851	2,098,851	Maximum Net Debt Service Collection
Net Collection 2018-2 (Taxable & Tax-Exempt)	126,136	84,748	84,748	Estimate - Collected from Developer / Home Builder
Net NAV Collection 2018-3	741,514	811,861	811,861	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Prepaid Bond Collections	0	0	0	
Total Revenues	\$ 2,741,031	\$ 2,995,660	\$ 2,995,660	
EXPENDITURES				
Principal Payments 2018-1	520,000	545,000	580,000	Principal Payment Due In 2026
Principal Payments 2018-2 Taxable	0	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-2 TE	0	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-3	185,000	200,000	210,000	Principal Payment Due In 2026
Interest Payments 2018-1	1,595,000	1,551,413	1,520,475	Interest Payments Due In 2026
Interest Payments 2018-2 Taxable	70,705	71,000	71,000	Estimated Interest Payments Due In 2026
Interest Payments 2018-2 TE	13,748	13,748	13,748	Estimated Interest Payments Due In 2026
Interest Payments 2018-3	626,463	610,075	598,288	Interest Payments Due In 2026
Bond Redemptions	0	4,425	2,150	Estimated Excess Debt Collections
Total Expenditures	\$ 3,010,915	\$ 2,995,660	\$ 2,995,660	
Excess/ (Shortfall)	\$ (269,884)	\$ -	\$ -	

Series 2018-1 Bond Information

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

Series 2018-2 Taxable Bond Information

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

Series 2018-2 Tax Exempt (TE) Bond Information

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

Series 2018-3 Bond Information

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

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2019

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	67,918	200	200	Projected Interest
Net NAV Tax Collection	1,317,578	1,078,335	1,078,335	Maximum Net Debt Service Collection
Net NAV Tax Collection B	538,531	200,000	110,300	Estimate - Collected from Developer / Home Builder
Landowner Contribution	0	0	0	
Prepaid Bonds	385,457	0	0	
Total Revenues	\$ 2,309,484	\$ 1,278,535	\$ 1,188,835	
EXPENDITURES				
Principal Payments	305,000	255,000	270,000	Principal Payments Due In 2026
Principal Payments B	1,360,000	0	0	
Interest Payments	832,790	810,740	794,360	Interest Payments Due In 2026
Interest Payments B	203,961	200,000	110,300	Estimated Interest Payments Due in 2026
Bond Redemptions	0	12,795	14,175	Estimated Excess Debt Collections
Total Expenditures	\$ 2,701,751	\$ 1,278,535	\$ 1,188,835	
Excess/ (Shortfall)	\$ (392,267)	\$ -	\$ -	

Series 2019 Bond Information

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

Series 2019 B Taxable Bond Information

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

Series 2019 B Tax Exempt (TE) Bond Information

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

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2020

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	127,954	0	0	Projected Interest
Impact Fees	10,297,527	6,484,553	0	Paid As Impact Fee Credits Are Earned
Total Revenues	\$ 10,425,480	\$ 6,484,553	\$ -	
EXPENDITURES				
Impact Fee Principal Payments	7,924,000	5,622,000	0	Bond Expected to be Paid in Full in 2025
Impact Fee Interest Payments	795,791	862,553	0	Bond Expected to be Paid in Full in 2025
Total Expenditures	\$ 8,719,791	\$ 6,484,553	\$ -	
Excess/ (Shortfall)	\$ 1,705,689	\$ -	\$ -	

Series 2020 Bond Information

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

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2021

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	226,018	200	1,100	Projected Interest
Net NAV Collection 2021 A-1 & A-2	5,960,583	3,999,654	3,870,610	Maximum Net Debt Service Collection
Net Collection 2021 B	8,942,157	850,500	460,000	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	0	
Total Revenues	\$ 15,128,758	\$ 4,850,354	\$ 4,331,710	
EXPENDITURES				
Principal Payments 2021 A-1	2,740,000	605,000	560,000	Principal Payment Due In 2026
Principal Payments 2021 A-2	595,000	625,000	660,000	Principal Payment Due In 2026
Principal Payments 2021 B	8,095,000	0	0	Bonds Paid off as lots sold to Homebuilder
Interest Payments 2021 A-1	863,479	829,354	747,328	Interest Payments Due In 2026
Interest Payments 2021 A-2	1,983,631	1,938,916	1,904,194	Interest Payments Due In 2026
Interest Payments 2021 B	939,813	850,500	460,000	Estimated Interest Payments Due In 2026
Bond Redemptions	0	1,585	188	Estimated Excess Debt Collections
Total Expenditures	\$ 15,216,923	\$ 4,850,354	\$ 4,331,710	
Excess/ (Shortfall)	\$ (88,164)	\$ -	\$ -	

Series 2021 A-1 Bond Information

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

Series 2021 A-2 Bond Information

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

Series 2021 B Bond Information

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

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2023

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	791,994	200	45,000	Projected Interest
Net NAV Collection 2023	15,944,548	5,445,825	4,337,887	Maximum Net Debt Service Collection
Net NAV Collection 2023 TC	0	1,137,931	918,750	Interest Only until FY 2027/2028
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	0	
Total Revenues	\$ 16,736,542	\$ 6,583,956	\$ 5,301,637	
EXPENDITURES				
Principal Payments 2023	15,405,000	1,140,000	950,000	Principal Payment Due In 2026
Principal Payments 2023 TC	0	0	0	Principal Payment Due In 2026
Interest Payments 2023	4,332,891	4,305,413	3,432,556	Interest Payments Due In 2026
Interest Payments 2023 TC	806,458	918,750	918,750	Interest Payments Due In 2026
Bond Redemptions	0	219,794	331	Estimated Excess Debt Collections
Total Expenditures	\$ 20,544,349	\$ 6,583,956	\$ 5,301,637	
Excess/ (Shortfall)	\$ (3,807,807)	\$ -	\$ -	

Series 2023 Bond Information

Original Par Amount =	\$79,750,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.537%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	January 2023		
Maturity Date =	May 2054		

Series 2023 Town Center Bond Information

Original Par Amount =	\$15,000,000	Annual Principal Payments Due =	May 1st
Interest Rate =	6.125%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	June 2023		
Maturity Date =	May 2054		

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2024

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	25,928	200	200	Projected Interest
Net NAV Collection 2024 A	0	87,225	215,763	Maximum Net Debt Service Collection
Net NAV Collection 2024 B	0	0	586,563	Net Interest Only Debt Service until FY 2028/2029
Landowner Contribution	0	0	0	
Capitalized Interest	0	673,788	0	
Total Revenues	\$ 25,928	\$ 761,213	\$ 802,526	
EXPENDITURES				
Principal Payments 2024 A	0		40,000	Principal Payment Due In 2026
Principal Payments 2024 B	0	0	0	Principal Payment Due In 2026
Interest Payments 2024 A	0	174,450	173,475	Interest Payments Due In 2026
Interest Payments 2024 B	0	586,563	586,563	Interest Payments Due In 2026
Bond Redemptions	0	200	2,488	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ 761,213	\$ 802,526	
Excess/ (Shortfall)	\$ 25,928	\$ -	\$ -	

Series 2024 A Bond Information

Original Par Amount =	\$3,000,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.815%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2024		
Maturity Date =	May 2055		

Series 2024 B Bond Information

Original Par Amount =	\$9,385,000	Annual Principal Payments Due =	May 1st
Interest Rate =	6.250%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2024		
Maturity Date =	May 2055		

DETAILED FINAL DEBT SERVICE FUND BUDGET - SERIES 2025

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	0	0	0	Projected Interest
Net NAV Collection 2025 A	0	0	215,600	Maximum Net Debt Service Collection *EST
Net NAV Collection 2025 B	0	0	0	Maximum Net Debt Service Collection *EST
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	1,352,050	
Total Revenues	\$ -	\$ -	\$ 1,567,650	
EXPENDITURES				
Principal Payments 2025 A	0	0	0	Principal Payment Due In 2026 *EST
Principal Payments 2025 B	0	0	0	Principal Payment Due In 2026 *EST
Interest Payments 2025 A	0	0	431,200	Interest Payments Due In 2026 *EST
Interest Payments 2025 B	0	0	1,136,450	Interest Payments Due In 2026 *EST
Bond Redemptions	0	0	0	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ -	\$ 1,567,650	
Excess/ (Shortfall)	\$ -	\$ -	\$ -	

Series 2025 A Bond Information *EST

Original Par Amount =	\$6,610,000	Annual Principal Payments Due =	May 1st
Interest Rate =	7.000%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =			
Maturity Date =			

Series 2025 B Bond Information *EST

Original Par Amount =	\$15,345,000	Annual Principal Payments Due =	May 1st
Interest Rate =	7.500%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =			
Maturity Date =			

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

		Fiscal Year 2022/2023 Gross Assessment		Fiscal Year 2023/2024 Gross Assessment		Fiscal Year 2024/2025 Gross Assessment		Fiscal Year 2025/2026 Projected Gross Assessment	
O&M Assessment For Parcel A-1 - Watermark	\$	962.47	\$	843.90	\$	1,085.45		\$1,502.13	
Clubhouse Operation Assessment For Parcel A-1	\$	1,370.47	\$	1,486.98	\$	1,481.82	\$	1,481.16	
Debt (2018-1) Assessment For Parcel A-1	\$	2,077.13	\$	2,077.13	\$	2,077.13	\$	2,077.13	
Debt (2018-3 Clubhouse) Assessment For Parcel A-1	\$	742.00	\$	742.00	\$	742.00	\$	742.00	
Total	\$	5,152.07	\$	5,150.01	\$	5,386.40	\$	5,802.42	
O&M Assessment For Parcel A-2 - LaTerre	\$	962.47	\$	843.90	\$	1,085.45	\$	1,502.13	
Clubhouse Operation Assessment For Parcel A-2	\$	1,370.47	\$	1,486.98	\$	1,481.82	\$	1,481.16	
Debt (2018-1) Assessment For Parcel A-2	\$	1,982.71	\$	1,982.71	\$	1,982.71	\$	1,982.71	
Debt (2018-3 Clubhouse) Assessment For Parcel A-2	\$	742.00	\$	742.00	\$	742.00	\$	742.00	
Total	\$	5,057.65	\$	5,055.59	\$	5,291.98	\$	5,708.00	
O&M Assessment For Parcel A-3 - Windgate	\$	962.47	\$	843.90	\$	1,085.45	\$	1,502.13	
Clubhouse Operation Assessment For Parcel A-3	\$	1,370.47	\$	1,486.98	\$	1,481.82	\$	1,481.16	
Debt (2018-1) Assessment For Parcel A-3	\$	1,888.30	\$	1,888.30	\$	1,888.30	\$	1,888.30	
Debt (2018-3 Clubhouse) Assessment For Parcel A-3	\$	742.00	\$	742.00	\$	742.00	\$	742.00	
Total	\$	4,963.24	\$	4,961.18	\$	5,197.57	\$	5,613.59	
O&M Assessment For Parcel A-4 - Coral Isles	\$	962.47	\$	843.90	\$	1,085.45	\$	1,502.13	
Clubhouse Operation Assessment For Parcel A-4	\$	1,370.47	\$	1,486.98	\$	1,481.82	\$	1,481.16	
Debt (2018-1) Assessment For Parcel A-4	\$	2,171.54	\$	2,171.54	\$	2,171.54	\$	2,171.54	
Debt (2018-3 Clubhouse) Assessment For Parcel A-4	\$	742.00	\$	742.00	\$	742.00	\$	742.00	
Total	\$	5,246.48	\$	5,244.42	\$	5,480.81	\$	5,896.83	
O&M Assessment For Parcel A-5 (50 Foot) - Regency	\$	962.47	\$	843.90	\$	1,085.45	\$	1,502.13	
Clubhouse Operation Assessment For Parcel A-5 (50 Foot)	\$	-	\$	-	\$	-	\$	-	
Debt (2018-1) Assessment For Parcel A-5 (50 Foot)	\$	1,888.30	\$	1,888.30	\$	1,888.30	\$	1,888.30	
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (50 Foot)	\$	-	\$	-	\$	-	\$	-	
Total	\$	2,850.77	\$	2,732.20	\$	2,973.75	\$	3,390.43	
O&M Assessment For Parcel A-5 (60 Foot) - Regency	\$	962.47	\$	843.90	\$	1,085.45	\$	1,502.13	
Clubhouse Operation Assessment For Parcel A-5 (60 Foot)	\$	-	\$	-	\$	-	\$	-	
Debt (2018-1) Assessment For Parcel A-5 (60 Foot)	\$	1,982.71	\$	1,982.71	\$	1,982.71	\$	1,982.71	
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (60 Foot)	\$	-	\$	-	\$	-	\$	-	
Total	\$	2,945.18	\$	2,826.61	\$	3,068.16	\$	3,484.84	
O&M Assessment For S.F. Villas	\$	962.47	\$	843.90	\$	1,085.45	\$	1,502.13	
Clubhouse Operation Assessment For S.F. Villas	\$	1,370.47	\$	1,486.98	\$	1,481.82	\$	1,481.16	
Debt (2018-1) Assessment For S.F. Villas	\$	1,063.83	\$	1,063.83	\$	1,063.83	\$	1,063.83	
Debt (2018-3 Clubhouse) Assessment For S.F. Villas	\$	742.00	\$	742.00	\$	742.00	\$	742.00	
Total	\$	4,138.77	\$	4,136.71	\$	4,373.10	\$	4,789.12	
O&M Assessment For Econ Dev	\$	962.47	\$	843.90	\$	1,085.45	\$	1,502.13	
Clubhouse Operation Assessment For Econ Dev	\$	-	\$	-	\$	-	\$	-	
Debt (2018-1) Assessment For Econ Dev	\$	2,127.66	\$	2,127.66	\$	2,127.66	\$	2,127.66	
Debt (2018-3 Clubhouse) Assessment For Econ Dev	\$	-	\$	-	\$	-	\$	-	
Total	\$	3,090.13	\$	2,971.56	\$	3,213.11	\$	3,629.79	
O&M Assessment For Town Center - Total	\$	962.47	\$	843.90	\$	94,347.31	\$	130,565.14	
Debt (2018-1) Assessment For Town Center - Total	\$	2,127.66	\$	2,127.66	\$	112,765.96	\$	112,765.96	
Debt (2023 Towncenter) Assessment For Town Center - Total	\$	-	\$	-	\$	1,210,565.00	\$	1,210,565.00	
Total	\$	3,090.13	\$	2,971.56	\$	1,417,678.27	\$	1,453,896.10	

* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Lot Count Information

First Phase		Second Phase		Third Phase	
Parcel A-1	98	Parcel A-6	245	Parcel A-10	230
Parcel A-2	92	Parcel A-7	47	Parcel A-11	137
Parcel A-3	119	Parcel A-8	98	Parcel A-12	139
Parcel A-4	107	Parcel A-9	118	Parcel A-13/14 125'	55
Parcel A-5	267	Total Second Phase	508	Parcel A-13/14 175'	24
SF Villas	250			Parcel A-15 50'	356
First Phase Residential	1,135			Parcel A-15 62'	206
				Parcel A-16 50'	296
				Parcel A-16 60'	193
				Parcel A-16 75'	2
Econ Dev (50 Acres)	0			Parcel A-17	161
Town Center (41.134 Acres)	86.92			Parcel A-18	104
First Phase Non-Residential	86.92			Parcel A-19	131
				Parcel A-20 55'	75
Total First Phase	1,222			Parcel A-20 65'	69
				Parcel A-21	204
				Third Phase Residential	2,382
				Golf Course	356.81
				Charter School	11.91
				Comm Parcel "D"	159.80
				Comm Parcel "H"	18.75
				Comm Parcel "J"	35.67
				Third Phase Non-Residential	583
				Total Third Phase	2,965

O&M Calculations

TOTAL UNITS		Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1	1,222		
Phase 2	508		
Phase 3	2,965	\$7,052,314 / 4,695	\$1,502.13
Total Units	4,695		
TOTAL RESIDENTIAL UNITS			
Phase 1	1,135		
Phase 2	508		
Phase 3	2,382		
Total Units	4,025		
TOTAL CLUBHOUSE UNITS		Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
Phase 1	666		
Phase 2	508	\$1,738,886 / 1,174	\$1,481.16
Total Units	1,174		

Note: Parcel A-5, Econ Dev, Town Center, and Phase 3 are Not Assessed For Clubhouse Assessment - They Receive No Special Benefit

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

	Fiscal Year 2022/2023 Gross Assessment		Fiscal Year 2023/2024 Gross Assessment		Fiscal Year 2024/2025 Gross Assessment		Fiscal Year 2025/2026 Projected Gross Assessment
O&M Assessment For Parcel A-6 - Pulte	\$ 962.47	\$	843.90	\$	1,085.45	\$	1,502.13
Clubhouse Operation Assessment For Parcel A-6	\$ 1,370.47	\$	1,486.98	\$	1,481.82	\$	1,481.16
Debt (2019) Assessment For Parcel A-6	\$ 2,322.00	\$	2,322.00	\$	2,322.00	\$	2,322.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-6	\$ 742.00	\$	742.00	\$	742.00	\$	742.00
Total	\$ 5,396.94	\$	5,394.88	\$	5,631.27	\$	6,047.29
O&M Assessment For Parcel A-7 - Pulte	\$ 962.47	\$	843.90	\$	1,085.45	\$	1,502.13
Clubhouse Operation Assessment For Parcel A-7	\$ 1,370.47	\$	1,486.98	\$	1,481.82	\$	1,481.16
Debt (2019) Assessment For Parcel A-7	\$ 2,554.00	\$	2,554.00	\$	2,554.00	\$	2,554.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-7	\$ 742.00	\$	742.00	\$	742.00	\$	742.00
Total	\$ 5,628.94	\$	5,626.88	\$	5,863.27	\$	6,279.29
O&M Assessment For Parcel A-8 - Pulte	\$ 962.47	\$	843.90	\$	1,085.45	\$	1,502.13
Clubhouse Operation Assessment For Parcel A-8	\$ 1,370.47	\$	1,486.98	\$	1,481.82	\$	1,481.16
Debt (2019) Assessment For Parcel A-8	\$ 2,554.00	\$	2,554.00	\$	2,554.00	\$	2,554.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-8	\$ 742.00	\$	742.00	\$	742.00	\$	742.00
Total	\$ 5,628.94	\$	5,626.88	\$	5,863.27	\$	6,279.29
O&M Assessment For Parcel A-9 - Solana	\$ 962.47	\$	843.90	\$	1,085.45	\$	1,502.13
Clubhouse Operation Assessment For Parcel A-9	\$ 1,370.47	\$	1,486.98	\$	1,481.82	\$	1,481.16
Debt (2019) Assessment For Parcel A-9	\$ 1,983.00	\$	1,697.31	\$	1,697.31	\$	1,697.31
Debt (2018-3 Clubhouse) Assessment For Parcel A-9	\$ 742.00	\$	742.00	\$	742.00	\$	742.00
Total	\$ 5,057.94	\$	4,770.19	\$	5,006.58	\$	5,422.60

* Assessments Include the Following :

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

Lot Count Information

First Phase		Second Phase		Third Phase	
Parcel A-1	98	Parcel A-6	245	Parcel A-10	230
Parcel A-2	92	Parcel A-7	47	Parcel A-11	137
Parcel A-3	119	Parcel A-8	98	Parcel A-12	139
Parcel A-4	107	Parcel A-9	118	Parcel A-13/14 125'	55
Parcel A-5	267	Total Second Phase	508	Parcel A-13/14 175'	24
Parcel A-5	202			Parcel A-15 50'	356
SF Villas	250			Parcel A-15 62'	206
First Phase Residential	1,135			Parcel A-16 50'	296
				Parcel A-16 60'	193
				Parcel A-16 75'	2
Econ Dev (50 Acres)	0			Parcel A-17	161
Town Center (41.134 Acres)	86.92			Parcel A-18	104
First Phase Non-Residential	86.92			Parcel A-19	131
				Parcel A-20 55'	75
Total First Phase	1,222			Parcel A-20 65'	69
				Parcel A-21	204
				Third Phase Residential	2,384
				Golf Course	356.6
				Charter School	11.91
				Comm Parcel "D"	159.8
				Comm Parcel "H"	18.75
				Comm Parcel "J"	35.61
				Third Phase Non-Residential	583
				Total Third Phase	2,967

O&M Calculations

TOTAL UNITS		Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1	1,222		
Phase 2	508		
Phase 3	2,965	\$7,052,314 / 4,695	\$1,502.13
Total Units	4,695		
TOTAL RESIDENTIAL UNITS			
Phase 1	1,135		
Phase 2	508		
Phase 3	2,382		
Total Units	4,025		
TOTAL CLUBHOUSE UNITS		Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
Phase 1	666		
Phase 2	508	\$1,738,886 / 1,174	\$1,481.16
Total Units	1,174		

Note: Parcel A-5, Econ Dev, Town Center, and Phase 3 are Not Assessed For Clubhouse Assessment - They Receive No Special Benefit

**Avenir Community Development District
Assessment Comparison (Parcels A-10 - A-21)**

	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2023/2024 Gross Assessment	Fiscal Year 2024/2025 Gross Assessment	Fiscal Year 2025/2026 Projected Gross Assessment
O&M Assessment For Parcel A-10	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2021) Assessment For Parcel A-10	\$ 2,845.00	\$ 2,845.00	\$ 2,845.00	\$ 2,845.00
Total	\$ 2,845.00	\$ 3,688.90	\$ 3,930.45	\$ 4,347.13
O&M Assessment For Parcel A-11	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2021) Assessment For Parcel A-11	\$ 3,176.00	\$ 3,176.00	\$ 3,176.00	\$ 3,176.00
Total	\$ 3,176.00	\$ 4,019.90	\$ 4,261.45	\$ 4,678.13
O&M Assessment For Parcel A-12 - Panther National	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2021) Assessment For Parcel A-12	\$ 5,102.00	\$ 5,102.00	\$ 5,102.00	\$ 5,102.00
Total	\$ 5,102.00	\$ 5,945.90	\$ 6,187.45	\$ 6,604.13
O&M Assessment For Parcel A-13/14 125' - Panther National	\$ 6,259.00	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2021) Assessment For Parcel A-13/14 125'	\$ 6,259.00	\$ 6,259.00	\$ 6,259.00	\$ 6,259.00
Total	\$ 6,259.00	\$ 7,102.90	\$ 7,344.45	\$ 7,761.13
O&M Assessment For Parcel A-13/14 175' - Panther National	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2021) Assessment For Parcel A-13/14 175'	\$ 7,911.00	\$ 7,911.00	\$ 7,911.00	\$ 7,911.00
Total	\$ 7,911.00	\$ 8,754.90	\$ 8,996.45	\$ 9,413.13
O&M Assessment For Parcel A-15 50'	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2021) Assessment For Parcel A-15 50'	\$ 1,889.00	\$ 1,889.00	\$ 1,889.00	\$ 1,889.00
Total	\$ 1,889.00	\$ 2,732.90	\$ 2,974.45	\$ 3,391.13
O&M Assessment For Parcel A-15 62'	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2021) Assessment For Parcel A-15 62'	\$ 1,983.00	\$ 1,983.00	\$ 1,983.00	\$ 1,983.00
Total	\$ 1,983.00	\$ 2,826.90	\$ 3,068.45	\$ 3,485.13
O&M Assessment For Parcel A-16 50' - Koller	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2023) Assessment For Parcel A-16 50'	\$ -	\$ 5,670.00	\$ 3,457.00	\$ 3,457.00
Total	\$ -	\$ 6,513.90	\$ 4,542.45	\$ 4,959.13
O&M Assessment For Parcel A-16 60' - Koller	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2023) Assessment For Parcel A-16 60'	\$ -	\$ 6,805.00	\$ 4,149.00	\$ 4,149.00
Total	\$ -	\$ 7,648.90	\$ 5,234.45	\$ 5,651.13
O&M Assessment For Parcel A-16 75' - Koller	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2023) Assessment For Parcel A-16 75'	\$ -	\$ 7,373.00	\$ 5,186.00	\$ 5,186.00
Total	\$ -	\$ 8,216.90	\$ 6,271.45	\$ 6,688.13
O&M Assessment For Parcel A-17	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2023) Assessment For Parcel A-17	\$ -	\$ 7,373.00	\$ 7,373.00	\$ 7,373.00
Total	\$ -	\$ 8,216.90	\$ 8,458.45	\$ 8,875.13
O&M Assessment For Parcel A-18 - Kenco	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2024 A) Assessment For Parcel A-18	\$ 3,176.00	\$ 3,176.00	\$ 2,208.00	\$ 2,208.00
Debt (2024 B) Assessment For Parcel A-18	\$ -	\$ -	\$ -	\$ -
Debt (2021 A-2 only) Assessment for Parcel A-18	\$ -	\$ -	\$ -	\$ -
Total	\$ 3,176.00	\$ 4,019.90	\$ 3,293.45	\$ 3,710.13
O&M Assessment For Parcel A-19	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2023) Assessment For Parcel A-19	\$ -	\$ 7,373.00	\$ 7,373.00	\$ 7,373.00
Total	\$ -	\$ 8,216.90	\$ 8,458.45	\$ 8,875.13
O&M Assessment For Parcel A-20 55' - Koller	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2021) Assessment For Parcel A-20 55'	\$ 1,935.00	\$ 1,935.00	\$ 1,935.00	\$ 1,935.00
Total	\$ 1,935.00	\$ 2,778.90	\$ 3,020.45	\$ 3,437.13
O&M Assessment For Parcel A-20 65' - Koller	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2021) Assessment For Parcel A-20 65'	\$ 2,030.00	\$ 2,030.00	\$ 2,030.00	\$ 2,030.00
Total	\$ 2,030.00	\$ 2,873.90	\$ 3,115.45	\$ 3,532.13
O&M Assessment For Parcel A-21	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2021 A-2 Only) Assessment For Parcel A-21	\$ 3,176.00	\$ 3,176.00	\$ 3,176.00	\$ 3,176.00
Debt (2025) Assessment For Parcel A-21	\$ -	\$ -	\$ -	\$ -
Total	\$ 3,176.00	\$ 4,019.90	\$ 4,261.45	\$ 4,678.13
O&M Assessment For Golf Course	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2021) Assessment For Golf Course per Acre	\$ 295.00	\$ 295.00	\$ 295.00	\$ 295.00
Total	\$ 295.00	\$ 1,138.90	\$ 1,380.45	\$ 1,797.13
O&M Assessment For Charter School	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2021) Assessment For Charter School per Acre	\$ 2,247.00	\$ 2,247.00	\$ 2,247.00	\$ 2,247.00
Total	\$ 2,247.00	\$ 3,090.90	\$ 3,332.45	\$ 3,749.13
O&M Assessment For Commercial Parcel "D"	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2023) Assessment For Commercial Parcel "D"	\$ -	\$ 1,481.00	\$ 7,044.00	\$ 7,044.00
Total	\$ -	\$ 2,324.90	\$ 8,129.45	\$ 8,546.13
O&M Assessment For Commercial Parcel "H"	\$ -	\$ 843.90	\$ 1,085.45	\$ 1,502.13
Debt (2023) Assessment For Commercial Parcel "H"	\$ -	\$ 1,481.00	\$ 1,481.00	\$ 1,481.00
Total	\$ -	\$ 2,324.90	\$ 2,566.45	\$ 2,983.13
O&M Assessment For Commercial Parcel "J"	\$ -	\$ 1,002.99	\$ 1,085.45	\$ 1,502.13
Debt (2023) Assessment For Commercial Parcel "J"	\$ -	\$ 7,044.00	\$ 7,044.00	\$ 7,044.00
Total	\$ -	\$ 8,046.99	\$ 8,129.45	\$ 8,546.13

* Assessments include the following :
4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Lot Count Information			
First Phase		Second Phase	Third Phase
Parcel A-1	98	Parcel A-6	Parcel A-10
Parcel A-2	92	Parcel A-7	Parcel A-11
Parcel A-3	119	Parcel A-8	Parcel A-12
Parcel A-4	107	Parcel A-9	Parcel A-13/14 125'
Parcel A-5	267	Total Second Phase	Parcel A-13/14 175'
Parcel A-6	202	508	Parcel A-15 50'
SF Villas	250		Parcel A-15 62'
First Phase Residential	1,135		Parcel A-16 50'
			Parcel A-16 60'
			Parcel A-16 75'
			Parcel A-17
Econ Dev (50 Acres)	0		Parcel A-18
Town Center (41.134 Acres)	86.92		Parcel A-19
First Phase Non-Residential	86.92		Parcel A-20 55'
			Parcel A-20 65'
Total First Phase	1,222		Parcel A-21
			Third Phase Residential
			2,362
			Golf Course
			Charter School
			Comm Parcel "D"
			Comm Parcel "H"
			Comm Parcel "J"
			Third Phase Non-Residential
			583
			Total Third Phase
			2,965

O&M Calculations			
TOTAL UNITS		Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1	1,222		
Phase 2	508	\$7,052,314 / 4,695	\$1,502.13
Phase 3	2,965		
Total Units	4,695		
TOTAL RESIDENTIAL UNITS			
Phase 1	1,135		
Phase 2	508		
Phase 3	2,362		
Total Units	4,005		

RESOLUTION NO. 2025-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Avenir Community Development District ("District") to establish a regular meeting schedule for fiscal year 2025/2026; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2025/2026 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2025/2026 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 28th day of August, 2025.

ATTEST:

**AVENIR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**NOTICE OF BOARD MEETING
AVENIR COMMUNITY DEVELOPMENT DISTRICT**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the **Avenir Community Development District** will hold Regular Board Meetings at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 at 12:30 p.m. on the following dates:

October 23, 2025

****November 20, 2025****

****December 18, 2025****

January 22, 2026

February 26, 2026

March 26, 2026

April 23, 2026

May 28, 2026

June 25, 2026

July 23, 2026

August 27, 2026

September 24, 2026

Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. A copy of the agenda and information on how to access the telephone communication information for this Meeting may be obtained by accessing the District's website at www.avenircdd.org or by contacting the office of the District Manager, Special District Services, Inc., located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922, during normal business hours. Each Meeting may be continued to a date, time, and place to be specified on the record at that Meeting.

Note that the telephone communication is being provided by the District as a courtesy to members of the public who desire to listen to the Meeting remotely, but attendees utilizing this telephone communication will not be able to participate in the Meeting. Any person desiring to provide public comments at such Meeting must attend in person.

There may be occasions when one or more Supervisors will participate by telephone. At the above location, there will be present a speaker telephone so that any interested person can attend the Meeting and be fully informed of the discussions taking place either in person or by telephone communication. Each Meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in a Meeting is asked to advise the District Office at least forty-eight (48) hours prior to the Meeting by contacting the District Manager at 561-630-4922. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager.

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.

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT

www.avenircdd.org

PUBLISH:

AVENIR COMMUNITY DEVELOPMENT DISTRICT



AVENIR

MASTER TRUST INDENTURE ENGINEER'S REPORT FISCAL YEAR 2025

Prepared for:

Board of Supervisors
Avenir Community Development District

Prepared by:



BALLBÉ & ASSOCIATES, INC.

3564 N. Ocean Boulevard
Fort Lauderdale, FL 33308
(954) 491-7811

Project Number:

201622

August 2025

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PART I: **INTRODUCTION**

Pursuant to the Master Trust Indenture between the Avenir Community Development District (the "District") and Regions Bank (the "Trustee") relating to the Avenir Community Development District Special Assessment Bonds (the "Bonds"), this Engineer's Report for Fiscal **Year 2025** (the "Report") was prepared by Ballbé & Associates, Inc., (the "District Engineer") on behalf of the Avenir Community Development District Board of Supervisors (the "Board"), the governing body of the District, for the purposes of inspecting any portions of the **Avenir Assessment Area One, Avenir Assessment Area Two and Avenir Assessment Area Three** (the "Project") lands owned by the District and provide the following information:

- (i) Report its findings as to whether such portions of the Project owned by the District have been maintained in good repair, working order and condition.
- (ii) Provide its recommendations as to the proper maintenance, repair and operation of the Project during the ensuing Fiscal Year.
- (iii) Provide an estimate of the amount of money necessary for such purpose.

The District is located in the City of Palm Beach Gardens (the "City"), Palm Beach County, Florida and was established pursuant to Chapter 190, Florida Statutes, for the development of the public infrastructure and required public improvements to service the Avenir Planned Community Development (the "Development") and to provide for the acquisition, financing, long term administration and management of such public infrastructure improvements. Avenir Development, LLC (the "Developer") is managing the construction of the improvements in the Project on behalf of the District.

Information provided in this Report was obtained by the District Engineer who has considered and in certain instances relied upon opinions, information and documentation prepared or supplied by others, which may have included public officials, public entities, Special District Services, Inc. (the "District Manager") and other professionals and contractors.

PART II: GENERAL PROPERTY INFORMATION

A. Location

The District is located in the City of Palm Beach Gardens (the "City"), more particularly described as being situated North of Northlake Boulevard, South of Beeline Highway, East of Grapeview Boulevard and West of Stonewall Drive. The land lies the following sections:

Township, Range	Section Number
Township 42 South Range 41 East	4,8,9,10,14,15,16,17
Township 41 South Range 41 East	28,23
Total District Area =	2,427.50 Acres

For a depiction of the District's boundary please refer to **Exhibit 1**.

B. General Information

The District's property consists of approximately 2,427.50 gross acres which will be subdivided into several parcels for the uses specified above, along with the required roadways, lakes and landscape buffers depicted in the master plan. A large portion of the site is clear of vegetation and is currently being used for farming purposes. The balance of the site consists of environmentally sensitive lands and upland areas which have not been cleared.

C. Assessment Area One

The District Special Assessment Bonds, Series 2018-1 & 2018-2 (Assessment Area One Project), the District Special Assessment Bonds, Series 2018-3 (Clubhouse Project) and the District Special Assessment Bonds, Series 2019-1 (Parcels A6-A9 Project) are herein collectively referred to as the "AA-One Bonds". Proceeds from the AA-One Bonds were used to fund the construction of the Assessment Area One Project and the Clubhouse Project.

Please refer to **Exhibit 2** attached showing the limits of Assessment Area One. The Development was constructed in phases.

Following is the improvement description, status and ownership/maintenance responsibility for Fiscal **Year 2025**:

Item #	Improvement Description	Status	Ownership Maintenance
1	Master water management system – lakes	Complete	District
2	Master water management system – lake interconnects	Complete	District
3	Spine Road Phase One – water distribution and sewage collection system	Complete	Seacoast Utility Authority
4	Spine Road Phase One – lift stations and transmission system	Complete	Seacoast Utility Authority
5	Spine Road Phase One – drainage system	Complete	District
6	Spine Road Phase One – paving, sidewalks and related work	Complete	City of Palm Beach Gardens
7	Spine Road Phase One – landscape and irrigation	Complete	District
8	Spine Road Phase One – streetlights and dry utilities	Complete	Florida Power & Light
9	Spine Road Phase One – entry features	Complete	District
10	Mecca Water Main Extension Canal Aerial Crossing Mecca Water Main Extension	Complete	Palm Beach County Water Utilities Department Seacoast Utility Authority
11	Clubhouse	Complete	District
12	Avenir Phase One Mitigation Environmental Restoration	Complete	District

D. Assessment Area One - Parcel A-4 Sub-Assessment Area

Below is the planned use for the Parcel A-4 Project in Parcel A-4 Sub-Assessment Area within Assessment Area One:

Parcel I.D.	Product/Use	No. of Units
A-4	80'x140' residential lot	107
Total Number of Units =		107

The infrastructure improvements required for the Parcel A-4 Sub-Assessment Area (refer to **Exhibit 3**) consist of public improvements, community facilities and basic infrastructure needed to serve that sub assessment area. Said improvements were funded by the District by the issuance of its Special Assessment Bonds, Series 2019B Bonds (the "Tax Exempt Bonds") and by the issuance of its Taxable Special Assessment Bonds, Series 2019B Bonds (the "Taxable Bonds"), collectively referred as the "Series 2019-B Bonds."

Following is the improvement description, status and ownership/maintenance responsibility for Fiscal **Year 2025**:

Item #	Improvement Description	Status	Ownership Maintenance
1	Water management system	Complete	District
2	Water Distribution and Sewage Collection System	Complete	Seacoast Utility Authority
3	Landscape & Irrigation Common Areas	Complete	District/HOA
4	Walls, Hardscape & Sidewalks Common Areas	Complete	District/HOA

E. **2021 Assessment Area Two**

Below is the list of parcels included in Assessment Area Two – 2021A Project Area and the planned uses that will benefit from the Assessment Area Two – 2021A Project:

Parcel I.D.	Product/Use	No. of Units
A-10 & A-11	70' wide residential	172
	80' wide residential	101
A-12 (PN)	90' wide residential	139
A-13 (PN)	125' wide residential	12
	175' wide residential	15
A-14 (PN)	125' wide residential	43
	175' wide residential	9
A-15 (GL)	50' wide residential	358
	62' wide residential	204
A-18	80' wide residential	110
A-20	55' wide residential	78
	65' wide residential	68
A-21	80' wide residential	128
Golf Course	Recreational	217.57 acres
Charter School	Educational	7.263 acres
TOTALS =		1,437 units 889.96 acres

The District issued Special Assessment Bonds for the Assessment Area Two – 2021A Project in one or more series (herein, the “2021A Bonds”) to finance and refinance a portion of the Project. Proceeds from the Bonds are being used to fund the construction of the Project.

Please refer to **Exhibit 4** attached showing the limits of Assessment Area Two. The Development is being constructed in phases.

Following is the improvement description, status and ownership/maintenance responsibility for Fiscal **Year 2025**:

Item #	Improvement Description	Status	Ownership Maintenance
1	Surface water management and drainage system, including related land acquisition	Complete	District
2	Master drainage system and drainage pump station	Complete	District
3	Wastewater collection/transmission system	Complete Except for A-13 (PN)	Seacoast Utility Authority
4	Water distribution system	Complete Except for A-13 (PN)	Seacoast Utility Authority
5	Spine Road Phase Two and Three – drainage system	Complete	District
6	Spine Road Phase Two and Three – paving, sidewalks and related work	Complete except for final asphalt lift	City of Palm Beach Gardens
7	Open space and recreation areas, including land acquisition	Complete	District
8	Landscaping, irrigation, entrance features, hardscapes	Complete	District
9	Conservation area mitigation	In Progress	District

The District issued the 2021B Bonds for the Assessment Area Two – 2021B Project in one or more series to finance land acquisition. The 2021B Bonds were secured by all the assemble lands within Assessment Area Two but excluding Parcels A-12, A-13 and A-14, and excluding the Golf Course Parcel and the Charter School Parcel (herein the “Assessment Area Two – 2021B Project Area”).

F. Assessment Area Two - Special Assessment Bonds (Panther National Residential Project)

In addition to the above listed improvements, the District issued bonds to

fund the estimated costs for the public infrastructure for Panther National Assessment Area described below:

Parcel I.D.	Product/Use	No. of Units
A-12 (PN)	90' wide residential	139
A-13 (PN)	125' wide residential	12
	175' wide residential	15
A-14 (PN)	125' wide residential	43
	175' wide residential	9
TOTALS =		218 units 139.09 acres

Following is the improvement description, status and ownership/maintenance responsibility for Fiscal **Year 2025**:

Item #	Improvement Description	Status	Ownership Maintenance
1	Surface water management and drainage system	Complete	District
2	Wastewater collection/transmission system	Complete Except for A-13 (PN)	Seacoast Utility Authority
3	Water distribution system	Complete Except for A-13 (PN)	Seacoast Utility Authority
4	Roadways (surface water management and drainage related items only)	Complete Except for A-13 (PN)	District

G. **Assessment Area Three**

Below please find the parcels within the Assessment Area Three and the planned uses that benefit from the Assessment Area Three – 2023 Project:

Parcel I.D.	Product/Use	No. of Units
A-16	50' wide residential	283
	60' wide residential	208
A-17	65' wide residential	125
A-19	65' wide residential	135
Parcel "D"	Professional Office/Medical	97.44 acres
Parcel "H"	Agriculture	11.43 acres
Parcel "J-East"	Professional Office	7.52 acres
Parcel "J-West"	Professional Office	14.23 acres
TOTALS =		751 units 130.62 acres

The District issued Special Assessment Bonds for the Assessment Area Three – 2023 Project in one or more series (herein, the "2023 Bonds") to finance and refinance a portion of the Project. Proceeds from the Bonds are being used to fund the construction of the Project.

Please refer to **Exhibit 5** attached showing the limits of Assessment Area Three. The Development is being constructed in phases.

Following is the improvement description, status and ownership/maintenance responsibility for Fiscal **Year 2025**:

Item #	Improvement Description	Status	Ownership Maintenance
1	Surface water management and drainage system, including related land acquisition	Complete Except for A-17	District
2	Wastewater collection/transmission system	In Progress	Seacoast Utility Authority
3	Water distribution system	In Progress	Seacoast Utility Authority
4	Roadways including related land acquisition	Complete	District
5	Spine Road Phase Five and Six – drainage system	Complete	District
6	Spine Road Phase Five and Six – paving, sidewalks and related work	Complete except for final asphalt lift	City of Palm Beach Gardens
5	Open space and recreation areas, including land acquisition	Complete	District
6	Landscaping, Irrigation, Entrance Features, Hardscapes	Complete	District
7	Wetlands Mitigation and Conservation	In Progress	District

PART III: PUBLIC PLANNED IMPROVEMENTS UPDATE

Following is a summary of the status of the Project pursuant to the inspections performed by the District Engineer on behalf of the District:

1. Master Water Management System – Lakes

The surface water management system for Assessment Area One, Two and Three consists of a series of lakes interconnected with pipes and a drainage pump station that will discharge the generated runoff to the preservation and restoration areas. Surface water runoff is conveyed to a primary collector ditch located along the east boundary of the site and flows north along the east boundary to the north property line then to the west along the north property line until it reaches the existing control structure adjacent to the C-18 Canal.

The District has acquired the vast majority of the master lake tracts within the Assessment Areas.

Inspection Report Assessment Area One:

All of the master lakes in Assessment Area One have been constructed in accordance to the permitted plans with the exception of the lake in the Palm Beach Gardens Economic Development Parcel now known as Parcel A-11 which is currently under construction. All completed lake banks are properly graded (verified by lake slope as-builts), have been sodded and are being maintained by the District.

Inspection Report Assessment Area Two:

All the master lakes in Assessment Area Two have been constructed in accordance with the permitted plans. All completed lake banks are properly graded (verified by lake slope as-builts), have been sodded and are being maintained by the District.

The drainage pump station has been constructed and is being operated and maintained by the District.

Inspection Report Assessment Area Three:

All of the master lakes in Assessment Area Three have been constructed in accordance with the permitted plans with the exception of the following:

- Parcel A-17 west lake.
- Parcel H one acre lake adjacent to Northlake Boulevard.

All completed lake banks are properly graded (verified by lake slope as-builts), have been sodded and are being maintained by the District.

2. Master Water Management System – Lake Interconnects

The master lakes and lakes within the parcels are interconnected with drainage pipes and endwalls.

Inspection Report Assessment Area One:

All the lake interconnects within Assessment Area One have been constructed in accordance with the permitted plans and certified to the South Florida Water Management District except for Parcel A-11. The lake interconnects constructed are being maintained by the District.

The District's contractor is in the process of finalizing the installation of the lake interconnects for Parcel A-11 (formerly Known as the PBG Economic Development Parcel) and has disturbed the lake banks in a couple areas which will be restored when the lake interconnects are completed.

Inspection Report Assessment Area Two:

All the lake interconnects within Assessment Area Two have been constructed in accordance with the permitted plans and are in the process of being certified to the South Florida Water Management District except for the lake interconnect in Parcel A-10. The lake interconnects that have been constructed are being maintained by the District.

The District's contractor is in the process of finalizing the installation of the lake interconnects for Parcel A-10 and has disturbed the lake banks in a couple areas which will be restored when the lake interconnects are completed.

Inspection Report Assessment Area Three:

All the lake interconnects within Assessment Area Three have been constructed in accordance with the permitted plans and are in the process of being certified to the South Florida Water Management District except for the lake interconnect in Parcel A-17. The lake interconnects that have been constructed are being maintained by the District.

3. Spine Roads Construction – Water Distribution and Sewage Collection System

The Project is located within the Seacoast Utility Authority ("SUA") water and sewer service area. The proposed improvements for the sewage

collection system consists of a network of gravity mains and manholes within the spine roads which collect the sewage flow from the parcels and discharge the flow into a series of lift stations throughout Avenir. The flow from the lift stations is pumped to a network of force mains connected to the County's force main system. The improvements for the water distribution system consists of the installation of a water main trunk lines within the spine roads which connect to the County's water main system.

Inspection Report Assessment Area One:

- The installation of the water distribution system is complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.
- The installation of the sewage collection system is complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

Inspection Report Assessment Area Two:

- The installation of the water distribution system is complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.
- The installation of the sewage collection system is complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

Inspection Report Assessment Area Three:

- The installation of the water distribution system is complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.
- Seacoast Utility Authority requested the installation of a water main and metering station interconnection to the Palm Beach County Water Utilities Department water main located at the intersection of Panther National Boulevard and Northlake Boulevard. The water

main interconnect has been installed and the District's contractor is in the process of finalizing the metering station. Improvements will be certified once completed.

- The installation of the sewage collection system is complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The constructed improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

4. *Lift Stations and Transmission System*

Sewage lift stations are being constructed to handle the sewage flow generated the parcels and a force main has been constructed to carry the flow to the existing force main owned and operated by Palm Beach County.

Inspection Report Assessment Area One:

- The installation of the lift stations and force mains are complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County. The constructed improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

Inspection Report Assessment Area Two:

- The installation of the lift stations and force mains are complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County except for Lift Station No. 11 which is in the process of being finalized. The constructed improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

Inspection Report Assessment Area Three:

- The installation of the lift stations and force mains are complete and has been certified by the Seacoast Utility Authority ("SUA") and the Palm Beach County Florida Department of Health-Palm Beach County except for Lift Station No. 14 which is in the process of being finalized. The constructed improvements are currently in good working condition and have been conveyed to SUA for ownership and maintenance.

5. Spine Roads – Drainage System, Paving, Sidewalks and Related Work

The roadway components include but are not limited to drainage culverts, catch basins, road subgrade, rock base, asphalt, curbing, pavement markings, signage, sidewalks and asphalt paths.

Inspection Report Assessment Area One:

- Spine Roads 1 (Avenir Drive from Northlake Boulevard to Coconut Boulevard) has been constructed and certified to the permitting agencies. The road is being maintained by the City of Palm Beach Gardens and is in good working condition.
- Spine Road 2 (Coconut Boulevard from Avenir Drive north to the conservation area) has been constructed except for the final lift of asphalt and has been certified to the South Florida Water Management District. Certification to the City of Palm Beach Gardens will be provided once the final lift of asphalt and thermoplastic pavement markings have been installed. The road is being maintained by the City of Palm Beach Gardens and is in good working condition.
- Spine Road 3 (Coconut Boulevard from Avenir Drive to Northlake Boulevard) has been constructed except for the final lift of asphalt and has been certified to the South Florida Water Management District. Certification to the City of Palm Beach Gardens will be provided once the final lift of asphalt and thermoplastic pavement markings have been installed. The road is being maintained by the City of Palm Beach Gardens and is in good working condition.

Inspection Report Assessment Area Two:

- The construction of Spine Road Phase 4 (Avenir Drive from Coconut Boulevard to Panther National Boulevard) has been constructed except for the final lift of asphalt and has been certified to the South Florida Water Management District. Certification to the City of Palm Beach Gardens will be provided once the final lift of asphalt and thermoplastic pavement markings have been installed. The road is being maintained by the City of Palm Beach Gardens and is in good working condition.

Inspection Report Assessment Area Three:

- The construction of Spine Road Phase 5 (Panther National Boulevard from Northlake Boulevard to Avenir Drive) has been constructed except for the final lift of asphalt and has been certified to the South

Florida Water Management District. Certification to the City of Palm Beach Gardens will be provided once the final lift of asphalt and thermoplastic pavement markings have been installed. The road is being maintained by the City of Palm Beach Gardens and is in good working condition.

- The construction of Spine Road Phase 6 (Avenir Drive from Panther National Boulevard to Mecca) has been constructed except for the final lift of asphalt and has been certified to the South Florida Water Management District. Certification to the City of Palm Beach Gardens will be provided once the final lift of asphalt and thermoplastic pavement markings have been installed. The road is being maintained by the City of Palm Beach Gardens and is in good working condition.

6. Spine Roads – Landscape and Irrigation

Inspection Report Assessment Area One:

- Installation of landscape and irrigation for Spine Road 1 (Avenir Drive from Northlake Boulevard to Coconut Boulevard) and Spine Road 2 (Coconut Boulevard from Avenir Drive north to the conservation area) has been completed and certified to the permitting agencies. The landscape and irrigation are being maintained by the District and is in good condition.
- Installation of landscape and irrigation for Spine Road 3 (Coconut Boulevard from Avenir Drive to Northlake Boulevard) has been completed and certified to the permitting agencies. The landscape and irrigation are being maintained by the District and is in good condition.

Inspection Report Assessment Area Two:

- Installation of landscape and irrigation for Spine Road 4 (Avenir Drive from Coconut Boulevard to Panther National Boulevard) has been completed and certified to the permitting agencies. The landscape and irrigation are being maintained by the District and is in good condition.

Inspection Report Assessment Area Three:

- Installation of landscape and irrigation for Spine Road Phase 5 (Panther National Boulevard from Northlake Boulevard to Avenir Drive) and Spine Road Phase 6 (Avenir Drive from Panther National Boulevard to Mecca) has been completed and certified to the permitting agencies. The landscape and irrigation are being

maintained by the District and is in good condition.

7. Spine Roads – Entry Features

Avenir Drive (Assessment Area One):

The entry feature to the Project located at the Avenir Drive and Northlake Boulevard intersection includes walls, signs, berms, landscaping, irrigation, lighting, fountains, and related features. The entry feature has been constructed, certified to the permitting agencies, is operational and in good working condition. The District is maintaining the entry feature.

Coconut Boulevard (Assessment Area Two):

The entry feature to the Project located at the Coconut Boulevard Drive and Northlake Boulevard intersection includes walls, signs, berms, landscaping, irrigation, lighting, fountains, and related features. The entry feature has been constructed, certified to the permitting agencies, is operational and in good working condition. The District is maintaining the entry feature.

Panther National Boulevard (Assessment Area Three):

The entry feature to the Project located at the Panther National Boulevard and Northlake Boulevard intersection includes walls, signs, berms, landscaping, irrigation, lighting, fountains, and related features. This entry is under construction.

8. Mecca Water Main and Force Main Extensions

Both projects have been completed, certified and conveyed to Seacoast Utility Authority. The improvements are owned and maintained by the Seacoast Utility Authority.

9. Clubhouse

East Clubhouse (Assessment Area One)

The District has constructed the Clubhouse and is currently being operated by the District.

West Clubhouse

The west clubhouse will be constructed by Avenir Development, LLC and is not included in the assessment areas.

10. Avenir Phase One Mitigation Environmental Restoration

The Phase One Mitigation Area is comprised of approximately 300 acres of the designated Avenir Conservation Area which occurs north of the

development area, east of the "north-south road", and south of the Sweet Bay Natural Area. The District has completed the initial habitat restoration requirements for the Phase 1 and started working on the habitat restoration for Phase 2.

The project consists of the following tasks:

- Conduct the habitat restoration activities
- Upland Pasture Area Restoration
- Wetland Invasive Species Treatment
- Mechanical Clearing
- Native Upland Restoration
- Native Vegetation Thinning
- Hydrologic Restoration

Inspection Report for Phase Two:

The field work described above is approximately 75% complete.

PART IV: MAINTENANCE, REPAIR AND OPERATION BUDGET / INSURANCE

A. Maintenance, Repair and Operation Budget

We have reviewed the District's Final Budget for Fiscal Year **2025/2026** (October 1, **2025** – September 30, **2026**), see attached **Exhibit 6**, as adopted by the Board and found it to be sufficient for the maintenance of the improvements constructed to date and to be constructed and maintained within the budget period.

B. Insurance

The District currently carries the following insurance coverages:

TYPE OF INSURANCE	LIMITS	
Commercial General Liability	Each Occurrence	\$1,000,000
	Damage to rented premises (ea occurrence)	\$100,000
	Med exp (any one person)	\$5,000
	Personal & adv injury	\$1,000,000
	General aggregate	\$2,000,000
	Products - comp/op AGG	\$2,000,000
Professional Liability		\$1,000,000

We have reviewed the above listed coverage and limits and believe they are adequate. Also, we have reviewed the premium cost and believe that is reasonable. The budget currently includes the cost of the insurance annual premium for the coverage listed above.

I hereby certify that the foregoing is a true and correct copy of the Master Trust Indenture Engineer's Report Fiscal Year **2025**.

Sincerely,

BALLBÉ & ASSOCIATES, INC.



August 7, 2025

Carlos J. Ballbé
For the Firm
Registered Engineer No. 41811
State of Florida

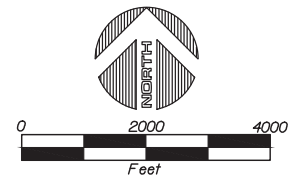
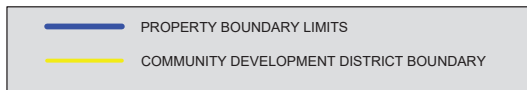
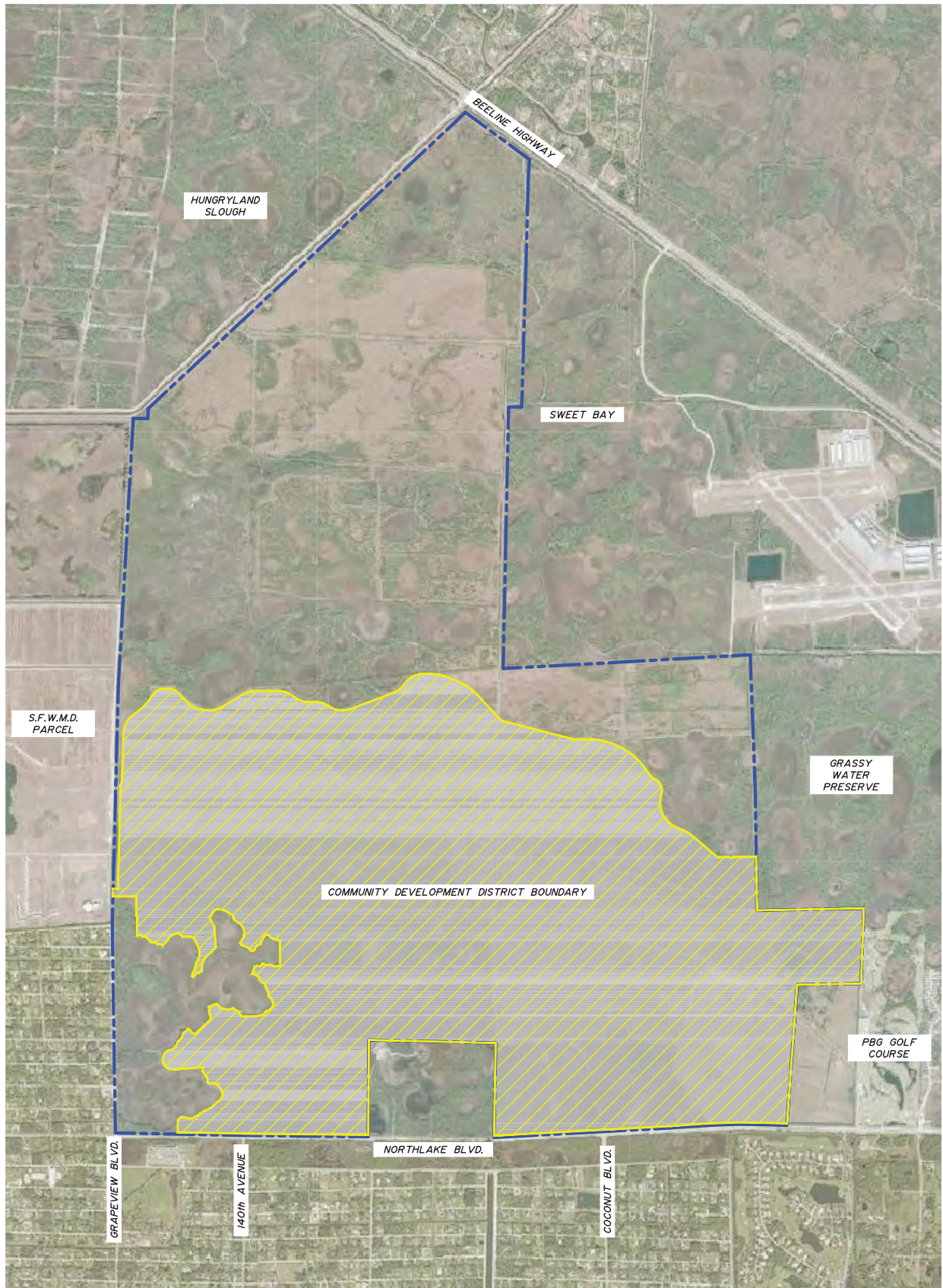
EXHIBITS



Prepared by:



Exhibit 1	Location Map / CDD Boundary
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Engineer of Record:
Carlos J. Ballbe'
 9/13/2016
 Reg. Eng. No. 41811
 State of Florida

BALLBÉ
 & ASSOCIATES
 Civil Engineering • Planning • Surveying

2737 Northeast 30th Place
 Fort Lauderdale, Florida 33306
 Phone: (954) 491-7888
 Authorization No. EB-26343

EXHIBIT I
 LOCATION MAP

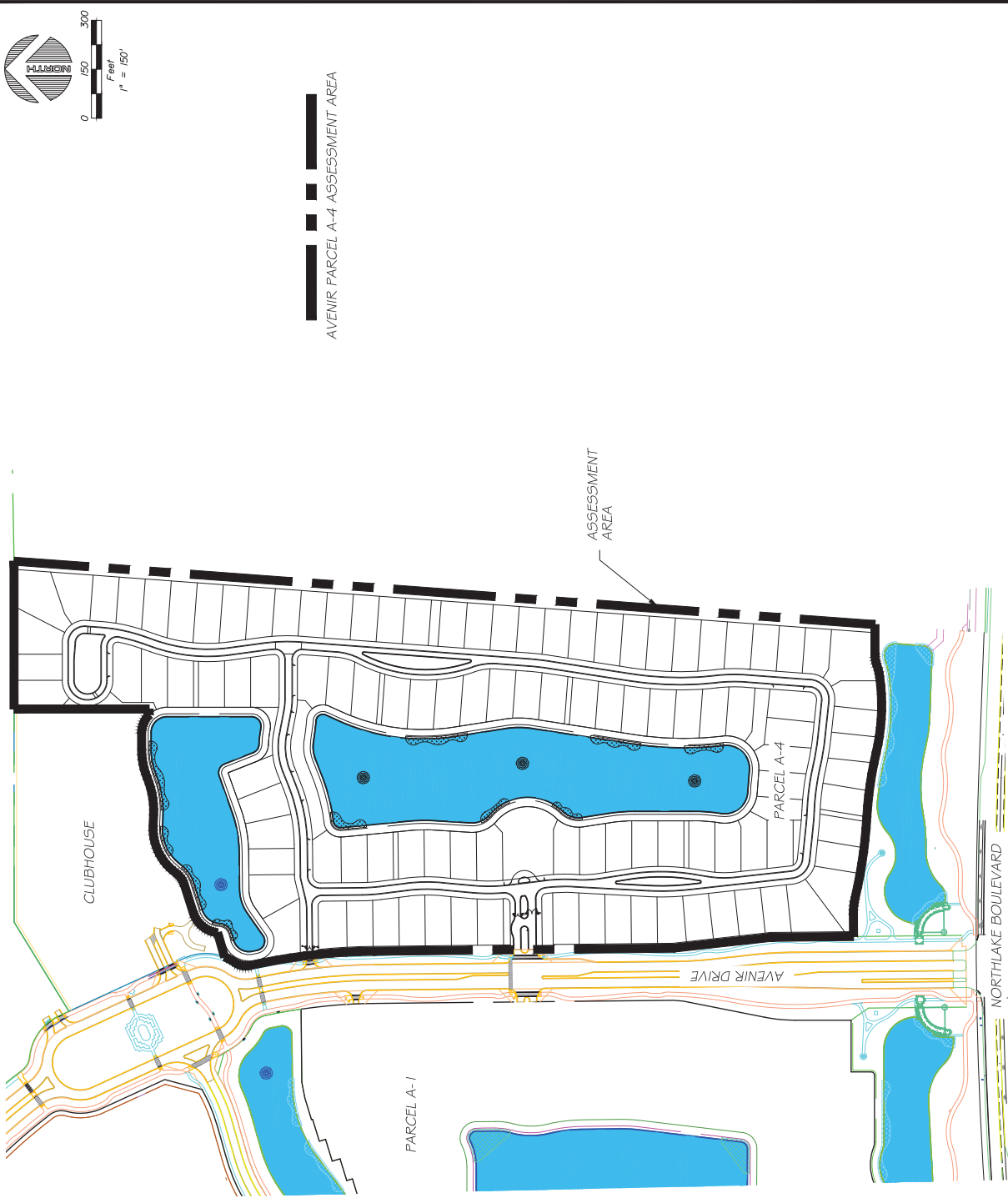
AVENIR C.D.D.
 AVENIR HOLDINGS, LLC

AVENIR

Exhibit 2	Assessment Area One Plan
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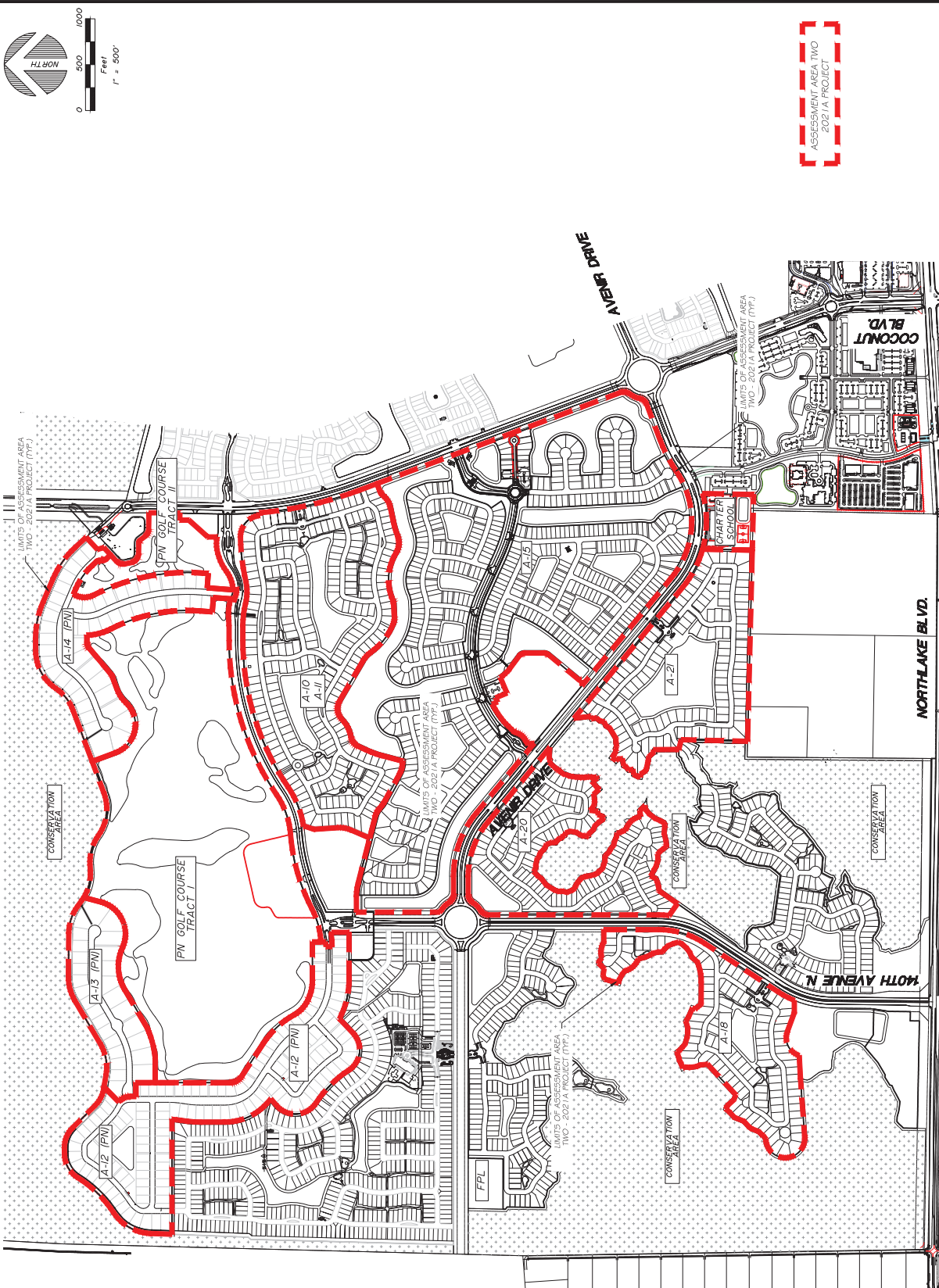


Exhibit 3	Parcel A-4 Sub-Assessment Area
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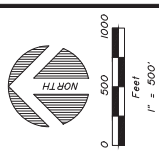
Designated by: <u>CJB</u> Date: <u>6/2/09</u> Drawn by: <u>MAG</u> Date: <u>6/2/09</u> Checked by: _____ Date: _____		Engineer of Record: <u>CARLOS J. BALLBÉ</u> Registered Engineer Number: _____ Date: <u>6/20/2009</u> State of Florida: <u>4689</u>		Project Number: <u>201622</u>
PARCEL A-4 CLUBHOUSE AVENIR DRIVE NORTHLAKE BOULEVARD PARCEL A-1 ASSESSMENT AREA		2737 Northeast 30th Place Fort Lauderdale, Florida 33306 Phone: (954) 491-7811 Authorization No. EB-26343		Sheet Number: <u>1 OF 1</u>
BALLBÉ & ASSOCIATES Civil Engineering • Planning • Surveying		AVENIR PARCEL A-4 ASSESSMENT AREA AVENIR COMMUNITY DEVELOPMENT DISTRICT		
NO.	DATE	BY	REVISION	

Exhibit 4	Assessment Area Two
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Project Number: 201622				Project Number: 201622			
Sheet Number: 1 OF 1				Sheet Number: 1 OF 1			
EXHIBIT 3 Avenir Community Development District				EXHIBIT 3 Avenir Community Development District			
Engineer of Record: CARLOS J. BALLBE				Engineer of Record: CARLOS J. BALLBE			
Registered Engineer Number: 4688				Registered Engineer Number: 4688			
Date of Record: 08/21/2022				Date of Record: 08/21/2022			
2737 Northeast 30th Place Fort Lauderdale, Florida 33306 Phone: (954) 491-7811 Authorization No. C-26426				2737 Northeast 30th Place Fort Lauderdale, Florida 33306 Phone: (954) 491-7811 Authorization No. C-26426			
Designed by: MVA Date: 3/2/2022				Designed by: MVA Date: 3/2/2022			
Drawn by: CJB Date: 3/2/2022				Drawn by: CJB Date: 3/2/2022			
Checked by: MVA Date: 3/2/2022				Checked by: MVA Date: 3/2/2022			
NO DATE BY				NO DATE BY			
REVISION				REVISION			

Exhibit 5	Assessment Area Three Plan
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ASSESSMENT AREA THREE
2023 PROJECT

Exhibit 6	Final Budget for Fiscal Year 2025-2026
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Avenir Community Development District

**Proposed Budget
Fiscal Year 2025/2026
October 1, 2025 - September 30, 2026**

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II	DETAILED PROPOSED BUDGET
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IV	DETAILED PROPOSED DEBT SERVICE BUDGET (SERIES 2018)
V	DETAILED PROPOSED DEBT SERVICE BUDGET (SERIES 2019)
VI	DETAILED PROPOSED DEBT SERVICE BUDGET (SERIES 2020)
VII	DETAILED PROPOSED DEBT SERVICE BUDGET (SERIES 2021)
VIII	DETAILED PROPOSED DEBT SERVICE BUDGET (SERIES 2023)
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PROPOSED BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2025/2026 BUDGET
REVENUES	
O&M Assessments	7,052,101
Clubhouse Assessments	1,738,886
Total Regular Debt Assessments	14,429,156
Total Cap I + B Bond Debt Assess	2,607,911
Landowner Contribution - O&M	0
Landowner Contribution - Clubhouse	0
Landowner Contribution - Debt	0
Impact Fees	0
Bond Prepayments	0
Bond Prepayments - Sent to Trustee	0
O&M Interest & Other Income	1
Clubhouse Interest & Other Income	230,000
TOTAL REVENUES	\$ 26,058,055
EXPENDITURES	
Supervisor Fees	0
Supervisor Fees Taxes	0
Engineering/Inspections	50,000
Management	150,000
District Office	75,000
Legal	80,000
Assessment Roll	6,000
Audit Fees	13,700
Arbitrage Rebate Fee	5,000
Insurance	75,000
Legal Advertisements	20,000
Miscellaneous	2,000
Postage	2,000
Office Supplies	5,000
Dues & Subscriptions	175
Trustee Fees	40,000
Continuing Disclosure Fee	3,500
Website Management	1,600
Infrastructure Maintenance	100,000
Miscellaneous Maintenance	50,000
Base Landscape Maintenance	1,350,000
Optional Landscape Maintenance	1,000,000
Irrigation Maintenance	250,000
Lake & Littoral Maintenance	375,000
Midge & Mosquito Control	350,000
Fountain Maintenance	275,000
Street Sweeping / Pressure Washing	100,000
Mitigation Maintenance	1,045,000
Hydrobiologic Monitoring	25,000
Pump Station Maintenance / Fuel	100,000
Electric (FPL) (Including Streetlight)	650,000
Water (Seacoast)	175,000
Gas Utility	20,000
Holiday Lighting	35,000
Contingency	200,000
Clubhouse Total Expenditures	1,864,553
TOTAL EXPENDITURES	\$ 8,493,528
REVENUES LESS EXPENDITURES	\$ 17,564,527
Bond Payments - Series 2018	(2,995,460)
Bond Payments - Series 2019	(1,188,635)
Bond Payments - Series 2020 (IF)	0
Bond Payments - Series 2021	(4,330,610)
Bond Payments - Series 2023	(5,256,637)
Bond Payments - Series 2024	(802,326)
Bond Payments - Series 2025	(1,597,650)
BALANCE	\$ 1,393,209
County Appraiser & Tax Collector Fee	(464,403)
Discounts For Early Payments	(928,806)
EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
REVENUES				
O&M Assessments	4,052,304	4,965,806	7,052,101	Total Regular Expenses / .94
Clubhouse Assessments	1,732,804	1,740,759	1,738,886	Total CH Expenses - Revenue / .94
Total Regular Debt Assessments	6,853,117	15,595,194	14,429,156	
Total Cap I + B Bond Debt Assess	8,769,715	1,809,035	2,607,911	
Landowner Contribution - O&M	0	0	0	
Landowner Contribution - Clubhouse	0	0	0	
Landowner Contribution - Debt	0	0	0	
Impact Fees	10,297,527	6,484,553	0	Estimated
Bond Prepayments	15,566,824	0	0	
Bond Prepayments - Sent to Trustee	(15,566,824)	0	0	
O&M Interest & Other Income	119,017	0	1	
Clubhouse Interest & Other Income	66,956	55,000	230,000	Rental 30,000 + 200,000 Carryover
TOTAL REVENUES	\$ 31,891,440	\$ 30,650,347	\$ 26,058,055	
EXPENDITURES				
Supervisor Fees	0	3,840	0	
Supervisor Fees Taxes	0	308	0	
Engineering/Inspections	14,380	20,000	50,000	
Management	54,645	56,285	150,000	Onsite Full Time Manager
District Office	0	0	75,000	
Legal	55,410	48,000	80,000	
Assessment Roll	6,000	6,000	6,000	
Audit Fees	13,600	13,700	13,700	Increase due to Additional Bonds
Arbitrage Rebate Fee	3,675	4,200	5,000	
Insurance	35,937	66,000	75,000	Insurance Estimate
Legal Advertisements	8,655	5,000	20,000	
Miscellaneous	1,981	2,000	2,000	
Postage	1,304	750	2,000	
Office Supplies	2,868	2,000	5,000	
Dues & Subscriptions	175	175	175	
Trustee Fees	29,500	35,000	40,000	
Continuing Disclosure Fee	3,250	3,000	3,500	
Website Management	1,600	1,600	1,600	
Infrastructure Maintenance	213,853	100,000	100,000	
Miscellaneous Maintenance	7,890	50,000	50,000	
Base Landscape Maintenance	1,081,756	1,310,000	1,350,000	
Optional Landscape Maintenance	262,955	350,000	1,000,000	
Irrigation Maintenance	108,688	140,000	250,000	
Lake & Littoral Maintenance	97,666	250,000	375,000	
Midge & Mosquito Control	0	0	350,000	
Fountain Maintenance	101,044	100,000	275,000	Includes 2 additional fountains and backup pumps
Street Sweeping / Pressure Washing	144,916	200,000	100,000	
Mitigation Maintenance	539,350	720,000	1,045,000	
Hydrobiologic Monitoring	0	0	25,000	
Pump Station Maintenance / Fuel	71,472	100,000	100,000	
Electric (FPL) (Including Streetlight)	596,351	650,000	650,000	Streetlight & electric
Water (Seacoast)	188,447	150,000	175,000	
Gas Utility	18,557	0	20,000	
Holiday Lighting	0	0	35,000	
Contingency	0	150,000	200,000	Approximatley 3% of non clubhouse O&M expenses
Clubhouse Total Expenditures	1,450,642	1,691,313	1,864,553	
TOTAL EXPENDITURES	\$ 5,116,566	\$ 6,359,171	\$ 8,493,528	
REVENUES LESS EXPENDITURES	\$ 26,774,873	\$ 24,291,176	\$ 17,564,527	
Bond Payments - Series 2018	(2,325,851)	(2,995,460)	(2,995,460)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2019	(1,843,266)	(1,278,335)	(1,188,635)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2020 (IF)	(10,297,527)	(6,484,553)	0	Estimated
Bond Payments - Series 2021	(10,453,694)	(4,850,154)	(4,330,610)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2023	(733,760)	(6,583,756)	(5,256,637)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2024	0	(760,813)	(802,326)	2026 P & I Payments Less Earned Interest
Bond Payments - Series 2025	0	0	(1,597,650)	2026 P & I Payments Less Earned Interest
BALANCE	\$ 1,120,774	\$ 1,338,105	\$ 1,393,209	
County Appraiser & Tax Collector Fee	(37,402)	(446,035)	(464,403)	
Discounts For Early Payments	(340,670)	(892,070)	(928,806)	
EXCESS/ (SHORTFALL)	\$ 742,703	\$ -	\$ -	

DETAILED PROPOSED CLUBHOUSE BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

EXPENDITURES	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
Supervisor Fees	0	960	0	
Supervisor Fees Taxes	0	77	0	
Connect Water Fee	0	0	0	
CDD Management	8,000	8,000	35,000	
Legal	2,940	12,000	12,000	
Assessment Roll	1,500	1,500	1,500	
Audit Fees	1,400	1,600	1,600	
Arbitrage Rebate Fee	225	225	225	
Legal Advertisements	1,200	1,500	4,000	
Miscellaneous	2,738	0	5,000	
Trustee Fees	3,500	3,500	3,500	
Continuing Disclosure Fee	250	250	250	
Website Management	400	400	400	
CH Management/personnel	642,566	758,801	819,578	
Uniforms	0	4,000	4,000	
Licenses/Permits	1,998	5,000	5,000	
Insurance	70,000	55,000	80,000	
Post / Print / Office Sup	14,759	9,000	12,000	
IT / Telecom	15,133	20,000	20,000	
HVAC Maint & Repair	0	12,000	12,000	
Janitorial	33,436	11,000	14,000	
Misc Repair & Maint	23,922	60,000	60,000	
Pest Control	19,794	18,000	20,000	
Fire/ Life/ Hood -Safe Sys	9,649	8,000	8,000	
Fitness Equip	3,743	4,000	4,000	
Vehicle Lease & Maint	4,799	5,000	5,000	
Holiday Decorations	0	15,000	15,000	
Cable / Music Services	3,082	3,000	4,000	
Trash Removal	4,004	6,000	6,000	
Gas	23,108	50,000	50,000	
Electricity	36,178	50,000	50,000	
Water & Sewer	40,027	40,000	45,000	
Irrigation Water	4,533	10,000	10,000	
Security / Camera Surveillance	101,070	90,000	90,000	
Electronic Access Control	28,188	10,000	10,000	
Surveillance Repair & Main	0	0	0	
Landscape Maint Contract	71,304	80,000	83,000	
Landscape Other / Irrigation	102,581	40,000	50,000	
Pool Chemicals	51,362	55,000	57,000	
Pool Maintenance Agreement	29,792	32,500	32,500	
Pool Repair & Misc Maint	4,200	25,000	25,000	
Tennis & Pickle Court Main	13,382	15,000	25,000	
Furniture Repair & Maint	0	5,000	5,000	
Social Programs	75,878	90,000	90,000	
Coffee Station	0	0	15,000	
Restaurant Expenses	0	0	0	
Deficit Funding F&B Operat	0	0	0	
Other / Capital Expenses	0	75,000	75,000	
TOTAL EXPENDITURES	\$ 1,450,642	\$ 1,691,313	\$ 1,864,553	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2018
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	92,858	200	200	Projected Interest
Net NAV Collection 2018-1	1,780,524	2,098,851	2,098,851	Maximum Net Debt Service Collection
Net Collection 2018-2 (Taxable & Tax-Exempt)	126,136	84,748	84,748	Estimate - Collected from Developer / Home Builder
Net NAV Collection 2018-3	741,514	811,861	811,861	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Prepaid Bond Collections	0	0	0	
Total Revenues	\$ 2,741,031	\$ 2,995,660	\$ 2,995,660	
EXPENDITURES				
Principal Payments 2018-1	520,000	545,000	580,000	Principal Payment Due In 2026
Principal Payments 2018-2 Taxable	0	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-2 TE	0	0	0	Bonds Paid off as lots sold to Homebuilder
Principal Payments 2018-3	185,000	200,000	210,000	Principal Payment Due In 2026
Interest Payments 2018-1	1,595,000	1,551,413	1,520,475	Interest Payments Due In 2026
Interest Payments 2018-2 Taxable	70,705	71,000	71,000	Estimated Interest Payments Due In 2026
Interest Payments 2018-2 TE	13,748	13,748	13,748	Estimated Interest Payments Due In 2026
Interest Payments 2018-3	626,463	610,075	598,288	Interest Payments Due In 2026
Bond Redemptions	0	4,425	2,150	Estimated Excess Debt Collections
Total Expenditures	\$ 3,010,915	\$ 2,995,660	\$ 2,995,660	
Excess/ (Shortfall)	\$ (269,884)	\$ -	\$ -	

Series 2018-1 Bond Information

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

Series 2018-2 Taxable Bond Information

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

Series 2018-2 Tax Exempt (TE) Bond Information

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

Series 2018-3 Bond Information

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

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2019

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	67,918	200	200	Projected Interest
Net NAV Tax Collection	1,317,578	1,078,335	1,078,335	Maximum Net Debt Service Collection
Net NAV Tax Collection B	538,531	200,000	110,300	Estimate - Collected from Developer / Home Builder
Landowner Contribution	0	0	0	
Prepaid Bonds	385,457	0	0	
Total Revenues	\$ 2,309,484	\$ 1,278,535	\$ 1,188,835	
EXPENDITURES				
Principal Payments	305,000	255,000	270,000	Principal Payments Due In 2026
Principal Payments B	1,360,000	0	0	
Interest Payments	832,790	810,740	794,360	Interest Payments Due In 2026
Interest Payments B	203,961	200,000	110,300	Estimated Interest Payments Due in 2026
Bond Redemptions	0	12,795	14,175	Estimated Excess Debt Collections
Total Expenditures	\$ 2,701,751	\$ 1,278,535	\$ 1,188,835	
Excess/ (Shortfall)	\$ (392,267)	\$ -	\$ -	

Series 2019 Bond Information

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

Series 2019 B Taxable Bond Information

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

Series 2019 B Tax Exempt (TE) Bond Information

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

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2020

AVENIR COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	127,954	0	0	Projected Interest
Impact Fees	10,297,527	6,484,553	0	Paid As Impact Fee Credits Are Earned
Total Revenues	\$ 10,425,480	\$ 6,484,553	\$ -	
EXPENDITURES				
Impact Fee Principal Payments	7,924,000	5,622,000	0	Bond Expected to be Paid in Full in 2025
Impact Fee Interest Payments	795,791	862,553	0	Bond Expected to be Paid in Full in 2025
Total Expenditures	\$ 8,719,791	\$ 6,484,553	\$ -	
Excess/ (Shortfall)	\$ 1,705,689	\$ -	\$ -	

Series 2020 Bond Information

Original Par Amount =

\$22,600,000

Annual Principal Payments Due =

Paid as Impact Fee Credits Are Earned

Interest Rate =

4.75%

Annual Interest Payments Due =

May 1st & November 1st

Issue Date =

July 2020

Maturity Date =

November 2050

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2021
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	226,018	200	1,100	Projected Interest
Net NAV Collection 2021 A-1 & A-2	5,960,583	3,999,654	3,870,610	Maximum Net Debt Service Collection
Net Collection 2021 B	8,942,157	850,500	460,000	Maximum Net Debt Service Collection
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	0	
Total Revenues	\$ 15,128,758	\$ 4,850,354	\$ 4,331,710	
EXPENDITURES				
Principal Payments 2021 A-1	2,740,000	605,000	560,000	Principal Payment Due In 2026
Principal Payments 2021 A-2	595,000	625,000	660,000	Principal Payment Due In 2026
Principal Payments 2021 B	8,095,000	0	0	Bonds Paid off as lots sold to Homebuilder
Interest Payments 2021 A-1	863,479	829,354	747,328	Interest Payments Due In 2026
Interest Payments 2021 A-2	1,983,631	1,938,916	1,904,194	Interest Payments Due In 2026
Interest Payments 2021 B	939,813	850,500	460,000	Estimated Interest Payments Due In 2026
Bond Redemptions	0	1,585	188	Estimated Excess Debt Collections
Total Expenditures	\$ 15,216,923	\$ 4,850,354	\$ 4,331,710	
Excess/ (Shortfall)	\$ (88,164)	\$ -	\$ -	

Series 2021 A-1 Bond Information

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

Series 2021 A-2 Bond Information

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

Series 2021 B Bond Information

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

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2023
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	791,994	200	45,000	Projected Interest
Net NAV Collection 2023	15,944,548	5,445,825	4,337,887	Maximum Net Debt Service Collection
Net NAV Collection 2023 TC	0	1,137,931	918,750	Interest Only until FY 2027/2028
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	0	
Total Revenues	\$ 16,736,542	\$ 6,583,956	\$ 5,301,637	
EXPENDITURES				
Principal Payments 2023	15,405,000	1,140,000	950,000	Principal Payment Due In 2026
Principal Payments 2023 TC	0	0	0	Principal Payment Due In 2026
Interest Payments 2023	4,332,891	4,305,413	3,432,556	Interest Payments Due In 2026
Interest Payments 2023 TC	806,458	918,750	918,750	Interest Payments Due In 2026
Bond Redemptions	0	219,794	331	Estimated Excess Debt Collections
Total Expenditures	\$ 20,544,349	\$ 6,583,956	\$ 5,301,637	
Excess/ (Shortfall)	\$ (3,807,807)	\$ -	\$ -	

Series 2023 Bond Information

Original Par Amount =	\$79,750,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.537%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	January 2023		
Maturity Date =	May 2054		

Series 2023 Town Center Bond Information

Original Par Amount =	\$15,000,000	Annual Principal Payments Due =	May 1st
Interest Rate =	6.125%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	June 2023		
Maturity Date =	May 2054		

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2024
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	25,928	200	200	Projected Interest
Net NAV Collection 2024 A	0	87,225	215,763	Maximum Net Debt Service Collection
Net NAV Collection 2024 B	0	0	586,563	Net Interest Only Debt Service until FY 2028/2029
Landowner Contribution	0	0	0	
Capitalized Interest	0	673,788	0	
Total Revenues	\$ 25,928	\$ 761,213	\$ 802,526	
EXPENDITURES				
Principal Payments 2024 A	0		40,000	Principal Payment Due In 2026
Principal Payments 2024 B	0	0	0	Principal Payment Due In 2026
Interest Payments 2024 A	0	174,450	173,475	Interest Payments Due In 2026
Interest Payments 2024 B	0	586,563	586,563	Interest Payments Due In 2026
Bond Redemptions	0	200	2,488	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ 761,213	\$ 802,526	
Excess/ (Shortfall)	\$ 25,928	\$ -	\$ -	

Series 2024 A Bond Information

Original Par Amount =	\$3,000,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.815%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2024		
Maturity Date =	May 2055		

Series 2024 B Bond Information

Original Par Amount =	\$9,385,000	Annual Principal Payments Due =	May 1st
Interest Rate =	6.250%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2024		
Maturity Date =	May 2055		

DETAILED PROPOSED DEBT SERVICE FUND BUDGET - SERIES 2025
AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	0	0	0	Projected Interest
Net NAV Collection 2025 A	0	0	231,350	Maximum Net Debt Service Collection *EST
Net NAV Collection 2025 B	0	0	0	Maximum Net Debt Service Collection *EST
Landowner Contribution	0	0	0	
Capitalized Interest	0	0	1,366,300	
Total Revenues	\$ -	\$ -	\$ 1,597,650	
EXPENDITURES				
Principal Payments 2025 A	0	0	0	Principal Payment Due In 2026 *EST
Principal Payments 2025 B	0	0	0	Principal Payment Due In 2026 *EST
Interest Payments 2025 A	0	0	462,700	Interest Payments Due In 2026 *EST
Interest Payments 2025 B	0	0	1,134,950	Interest Payments Due In 2026 *EST
Bond Redemptions	0	0	0	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ -	\$ 1,597,650	
Excess/ (Shortfall)	\$ -	\$ -	\$ -	

Series 2025 A Bond Information *EST

Original Par Amount =	\$6,610,000	Annual Principal Payments Due =	May 1st
Interest Rate =	7.000%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =			
Maturity Date =			

Series 2025 B Bond Information *EST

Original Par Amount =	\$15,345,000	Annual Principal Payments Due =	May 1st
Interest Rate =	7.500%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =			
Maturity Date =			

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

	Fiscal Year 2022/2023 Gross Assessment	Fiscal Year 2023/2024 Gross Assessment	Fiscal Year 2024/2025 Gross Assessment	Fiscal Year 2025/2026 Projected Gross Assessment
O&M Assessment For Parcel A-1 - Watermark	\$ 962.47	\$ 843.90	\$ 1,085.45	\$ 1,502.09
Clubhouse Operation Assessment For Parcel A-1	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82	\$ 1,481.16
Debt (2018-1) Assessment For Parcel A-1	\$ 2,077.13	\$ 2,077.13	\$ 2,077.13	\$ 2,077.13
Debt (2018-3 Clubhouse) Assessment For Parcel A-1	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 5,152.07	\$ 5,150.01	\$ 5,386.40	\$ 5,802.38
O&M Assessment For Parcel A-2 - LaTerre	\$ 962.47	\$ 843.90	\$ 1,085.45	\$ 1,502.09
Clubhouse Operation Assessment For Parcel A-2	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82	\$ 1,481.16
Debt (2018-1) Assessment For Parcel A-2	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71
Debt (2018-3 Clubhouse) Assessment For Parcel A-2	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 5,057.65	\$ 5,055.59	\$ 5,291.98	\$ 5,707.96
O&M Assessment For Parcel A-3 - Windgate	\$ 962.47	\$ 843.90	\$ 1,085.45	\$ 1,502.09
Clubhouse Operation Assessment For Parcel A-3	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82	\$ 1,481.16
Debt (2018-1) Assessment For Parcel A-3	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30
Debt (2018-3 Clubhouse) Assessment For Parcel A-3	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 4,963.24	\$ 4,961.18	\$ 5,197.57	\$ 5,613.55
O&M Assessment For Parcel A-4 - Coral Isles	\$ 962.47	\$ 843.90	\$ 1,085.45	\$ 1,502.09
Clubhouse Operation Assessment For Parcel A-4	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82	\$ 1,481.16
Debt (2018-1) Assessment For Parcel A-4	\$ 2,171.54	\$ 2,171.54	\$ 2,171.54	\$ 2,171.54
Debt (2018-3 Clubhouse) Assessment For Parcel A-4	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 5,246.48	\$ 5,244.42	\$ 5,480.81	\$ 5,896.79
O&M Assessment For Parcel A-5 (50 Foot) - Regency	\$ 962.47	\$ 843.90	\$ 1,085.45	\$ 1,502.09
Clubhouse Operation Assessment For Parcel A-5 (50 Foot)	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Parcel A-5 (50 Foot)	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30	\$ 1,888.30
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (50 Foot)	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,850.77	\$ 2,732.20	\$ 2,973.75	\$ 3,390.39
O&M Assessment For Parcel A-5 (60 Foot) - Regency	\$ 962.47	\$ 843.90	\$ 1,085.45	\$ 1,502.09
Clubhouse Operation Assessment For Parcel A-5 (60 Foot)	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Parcel A-5 (60 Foot)	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71	\$ 1,982.71
Debt (2018-3 Clubhouse) Assessment For Parcel A-5 (60 Foot)	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,945.18	\$ 2,826.61	\$ 3,068.16	\$ 3,484.80
O&M Assessment For S.F. Villas	\$ 962.47	\$ 843.90	\$ 1,085.45	\$ 1,502.09
Clubhouse Operation Assessment For S.F. Villas	\$ 1,370.47	\$ 1,486.98	\$ 1,481.82	\$ 1,481.16
Debt (2018-1) Assessment For S.F. Villas	\$ 1,063.83	\$ 1,063.83	\$ 1,063.83	\$ 1,063.83
Debt (2018-3 Clubhouse) Assessment For S.F. Villas	\$ 742.00	\$ 742.00	\$ 742.00	\$ 742.00
Total	\$ 4,138.77	\$ 4,136.71	\$ 4,373.10	\$ 4,789.08
O&M Assessment For Econ Dev	\$ 962.47	\$ 843.90	\$ 1,085.45	\$ 1,502.09
Clubhouse Operation Assessment For Econ Dev	\$ -	\$ -	\$ -	\$ -
Debt (2018-1) Assessment For Econ Dev	\$ 2,127.66	\$ 2,127.66	\$ 2,127.66	\$ 2,127.66
Debt (2018-3 Clubhouse) Assessment For Econ Dev	\$ -	\$ -	\$ -	\$ -
Total	\$ 3,090.13	\$ 2,971.56	\$ 3,213.11	\$ 3,629.75
O&M Assessment For Town Center - Total	\$ 962.47	\$ 843.90	\$ 94,347.31	\$ 130,561.66
Debt (2018-1) Assessment For Town Center - Total	\$ 2,127.66	\$ 2,127.66	\$ 112,765.96	\$ 112,765.96
Debt (2023 Towncenter) Assessment For Town Center - Total	\$ -	\$ -	\$ 1,210,565.00	\$ 1,210,565.00
Total	\$ 3,090.13	\$ 2,971.56	\$ 1,417,678.27	\$ 1,453,892.62

* Assessments Include the Following :
4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Lot Count Information

First Phase		Second Phase		Third Phase	
Parcel A-1	98	Parcel A-6	245	Parcel A-10	230
Parcel A-2	92	Parcel A-7	47	Parcel A-11	137
Parcel A-3	119	Parcel A-8	98	Parcel A-12	139
Parcel A-4	107	Parcel A-9	118	Parcel A-13/14 125'	55
Parcel A-5	267	Total Second Phase	508	Parcel A-13/14 175'	24
SF Villas	250			Parcel A-15 50'	356
First Phase Residential	1,135			Parcel A-15 62'	206
				Parcel A-16 50'	296
				Parcel A-16 60'	193
				Parcel A-16 75'	2
Econ Dev (50 Acres)	0			Parcel A-17	161
Town Center (41.134 Acres)	86.92			Parcel A-18	104
First Phase Non-Residential	86.92			Parcel A-19	131
				Parcel A-20 55'	75
				Parcel A-20 65'	69
				Parcel A-21	204
Total First Phase	1,222			Third Phase Residential	2,382
				Golf Course	356.81
				Charter School	11.91
				Comm Parcel "D"	159.80
				Comm Parcel "H"	18.75
				Comm Parcel "J"	35.67
				Third Phase Non-Residential	583
				Total Third Phase	2,965

O&M Calculations

TOTAL UNITS		Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1	1,222		
Phase 2	508	\$7,052,101 / 4,695	\$1,502.09
Phase 3	2,965		
Total Units	4,695		
TOTAL RESIDENTIAL UNITS			
Phase 1	1,135		
Phase 2	508		
Phase 3	2,382		
Total Units	4,025		
TOTAL CLUBHOUSE UNITS		Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
Phase 1	666		
Phase 2	508	\$1,738,886 / 1,174	\$1,481.16
Total Units	1,174		

Note: Parcel A-5, Econ Dev, Town Center, and Phase 3 are Not Assessed For Clubhouse Assessment - They Receive No Special Benefit

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

	Fiscal Year 2022/2023 Gross Assessment		Fiscal Year 2023/2024 Gross Assessment		Fiscal Year 2024/2025 Gross Assessment		Fiscal Year 2025/2026 Projected Gross Assessment
O&M Assessment For Parcel A-6 - Pulte	\$ 962.47	\$	843.90	\$	1,085.45	\$	1,502.09
Clubhouse Operation Assessment For Parcel A-6	\$ 1,370.47	\$	1,486.98	\$	1,481.82	\$	1,481.16
Debt (2019) Assessment For Parcel A-6	\$ 2,322.00	\$	2,322.00	\$	2,322.00	\$	2,322.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-6	\$ 742.00	\$	742.00	\$	742.00	\$	742.00
Total	\$ 5,396.94	\$	5,394.88	\$	5,631.27	\$	6,047.25
O&M Assessment For Parcel A-7 - Pulte	\$ 962.47	\$	843.90	\$	1,085.45	\$	1,502.09
Clubhouse Operation Assessment For Parcel A-7	\$ 1,370.47	\$	1,486.98	\$	1,481.82	\$	1,481.16
Debt (2019) Assessment For Parcel A-7	\$ 2,554.00	\$	2,554.00	\$	2,554.00	\$	2,554.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-7	\$ 742.00	\$	742.00	\$	742.00	\$	742.00
Total	\$ 5,628.94	\$	5,626.88	\$	5,863.27	\$	6,279.25
O&M Assessment For Parcel A-8 - Pulte	\$ 962.47	\$	843.90	\$	1,085.45	\$	1,502.09
Clubhouse Operation Assessment For Parcel A-8	\$ 1,370.47	\$	1,486.98	\$	1,481.82	\$	1,481.16
Debt (2019) Assessment For Parcel A-8	\$ 2,554.00	\$	2,554.00	\$	2,554.00	\$	2,554.00
Debt (2018-3 Clubhouse) Assessment For Parcel A-8	\$ 742.00	\$	742.00	\$	742.00	\$	742.00
Total	\$ 5,628.94	\$	5,626.88	\$	5,863.27	\$	6,279.25
O&M Assessment For Parcel A-9 - Solana	\$ 962.47	\$	843.90	\$	1,085.45	\$	1,502.09
Clubhouse Operation Assessment For Parcel A-9	\$ 1,370.47	\$	1,486.98	\$	1,481.82	\$	1,481.16
Debt (2019) Assessment For Parcel A-9	\$ 1,983.00	\$	1,697.31	\$	1,697.31	\$	1,697.31
Debt (2018-3 Clubhouse) Assessment For Parcel A-9	\$ 742.00	\$	742.00	\$	742.00	\$	742.00
Total	\$ 5,057.94	\$	4,770.19	\$	5,006.58	\$	5,422.56

* Assessments Include the Following :

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

Lot Count Information

<u>First Phase</u>		<u>Second Phase</u>		<u>Third Phase</u>	
Parcel A-1	98	Parcel A-6	245	Parcel A-10	230
Parcel A-2	92	Parcel A-7	47	Parcel A-11	137
Parcel A-3	119	Parcel A-8	98	Parcel A-12	139
Parcel A-4	107	Parcel A-9	118	Parcel A-13/14 125'	55
Parcel A-5	267	Total Second Phase	508	Parcel A-13/14 175'	24
SF Villas	250			Parcel A-15 50'	356
First Phase Residential	1,135			Parcel A-15 62'	206
				Parcel A-16 50'	296
				Parcel A-16 60'	193
				Parcel A-16 75'	2
Econ Dev (50 Acres)	0			Parcel A-17	161
Town Center (41.134 Acres)	86.92			Parcel A-18	104
First Phase Non-Residential	86.92			Parcel A-19	131
				Parcel A-20 55'	75
Total First Phase	1,222			Parcel A-20 65'	69
				Parcel A-21	204
				Third Phase Residential	2,382
				Golf Course	356.81
				Charter School	11.91
				Comm Parcel "D"	159.80
				Comm Parcel "H"	18.75
				Comm Parcel "J"	35.67
				Third Phase Non-Residential	583
				Total Third Phase	2,965

O&M Calculations

<u>TOTAL UNITS</u>		Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1	1,222		
Phase 2	508		
Phase 3	2,965	\$7,052,101 / 4,695	\$1,502.09
Total Units	4,695		
<u>TOTAL RESIDENTIAL UNITS</u>			
Phase 1	1,135		
Phase 2	508		
Phase 3	2,382		
Total Units	4,025		
<u>TOTAL CLUBHOUSE UNITS</u>		Total Gross Clubhouse Operation Expenses / Total Clubhouse Units =	Clubhouse Operation per Unit
Phase 1	666		
Phase 2	508		
Total Units	1,174	\$1,738,886 / 1,174	\$1,481.16

Note: Parcel A-5, Econ Dev, Town Center, and Phase 3 are Not Assessed For Clubhouse Assessment - They Receive No Special Benefit

**Avenir Community Development District
Assessment Comparison (Parcels A-10 - A-21)**

	Fiscal Year 2022/2023 Gross Assessment		Fiscal Year 2023/2024 Gross Assessment		Fiscal Year 2024/2025 Gross Assessment		Fiscal Year 2025/2026 Projected Gross Assessment
O&M Assessment For Parcel A-10	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2021) Assessment For Parcel A-10	\$ 2,845.00	\$	2,845.00	\$	2,845.00	\$	2,845.00
Total	\$ 2,845.00	\$	3,688.90	\$	3,930.45	\$	4,347.09
O&M Assessment For Parcel A-11	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2021) Assessment For Parcel A-11	\$ 3,176.00	\$	3,176.00	\$	3,176.00	\$	3,176.00
Total	\$ 3,176.00	\$	4,019.90	\$	4,261.45	\$	4,678.09
O&M Assessment For Parcel A-12 - Panther National	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2021) Assessment For Parcel A-12	\$ 5,102.00	\$	5,102.00	\$	5,102.00	\$	5,102.00
Total	\$ 5,102.00	\$	5,945.90	\$	6,187.45	\$	6,604.09
O&M Assessment For Parcel A-13/14 125' - Panther National	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2021) Assessment For Parcel A-13/14 125'	\$ 6,259.00	\$	6,259.00	\$	6,259.00	\$	6,259.00
Total	\$ 6,259.00	\$	7,102.90	\$	7,344.45	\$	7,761.09
O&M Assessment For Parcel A-13/14 175' - Panther National	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2021) Assessment For Parcel A-13/14 175'	\$ 7,911.00	\$	7,911.00	\$	7,911.00	\$	7,911.00
Total	\$ 7,911.00	\$	8,754.90	\$	8,996.45	\$	9,413.09
O&M Assessment For Parcel A-15 50'	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2021) Assessment For Parcel A-15 50'	\$ 1,889.00	\$	1,889.00	\$	1,889.00	\$	1,889.00
Total	\$ 1,889.00	\$	2,732.90	\$	2,974.45	\$	3,391.09
O&M Assessment For Parcel A-15 62'	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2021) Assessment For Parcel A-15 62'	\$ 1,983.00	\$	1,983.00	\$	1,983.00	\$	1,983.00
Total	\$ 1,983.00	\$	2,826.90	\$	3,068.45	\$	3,485.09
O&M Assessment For Parcel A-16 50' - Koller	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2023) Assessment For Parcel A-16 50'	\$ -	\$	5,670.00	\$	3,457.00	\$	3,457.00
Total	\$ -	\$	6,513.90	\$	4,542.45	\$	4,959.09
O&M Assessment For Parcel A-16 60' - Koller	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2023) Assessment For Parcel A-16 60'	\$ -	\$	6,805.00	\$	4,149.00	\$	4,149.00
Total	\$ -	\$	7,648.90	\$	5,234.45	\$	5,651.09
O&M Assessment For Parcel A-16 75' - Koller	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2023) Assessment For Parcel A-16 75'	\$ -	\$	7,373.00	\$	5,186.00	\$	5,186.00
Total	\$ -	\$	8,216.90	\$	6,271.45	\$	6,688.09
O&M Assessment For Parcel A-17	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2023) Assessment For Parcel A-17	\$ -	\$	7,373.00	\$	7,373.00	\$	7,373.00
Total	\$ -	\$	8,216.90	\$	8,458.45	\$	8,875.09
O&M Assessment For Parcel A-18 - Kenco	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2024 A) Assessment For Parcel A-18	\$ 3,176.00	\$	3,176.00	\$	2,208.00	\$	2,208.00
Debt (2024 B) Assessment For Parcel A-18	\$ -	\$	-	\$	-	\$	-
Debt (2021 A-2 only) Assessment For Parcel A-18	\$ -	\$	-	\$	-	\$	2,038.46
Total	\$ 3,176.00	\$	4,019.90	\$	3,293.45	\$	5,748.55
O&M Assessment For Parcel A-19	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2023) Assessment For Parcel A-19	\$ -	\$	7,373.00	\$	7,373.00	\$	7,373.00
Total	\$ -	\$	8,216.90	\$	8,458.45	\$	8,875.09
O&M Assessment For Parcel A-20 55' - Koller	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2021) Assessment For Parcel A-20 55'	\$ 1,935.00	\$	1,935.00	\$	1,635.00	\$	1,635.00
Total	\$ 1,935.00	\$	2,778.90	\$	3,020.45	\$	3,437.09
O&M Assessment For Parcel A-20 65' - Koller	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2021) Assessment For Parcel A-20 65'	\$ 2,030.00	\$	2,030.00	\$	2,030.00	\$	2,030.00
Total	\$ 2,030.00	\$	2,873.90	\$	3,115.45	\$	3,532.09
O&M Assessment For Parcel A-21	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2021) Assessment For Parcel A-21	\$ 3,176.00	\$	3,176.00	\$	3,176.00	\$	3,176.00
Total	\$ 3,176.00	\$	4,019.90	\$	4,261.45	\$	4,678.09
O&M Assessment For Golf Course	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2021) Assessment For Golf Course per Acre	\$ 295.00	\$	295.00	\$	295.00	\$	295.00
Total	\$ 295.00	\$	1,138.90	\$	1,380.45	\$	1,797.09
O&M Assessment For Charter School	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2021) Assessment For Charter School per Acre	\$ 2,247.00	\$	2,247.00	\$	2,247.00	\$	2,247.00
Total	\$ 2,247.00	\$	3,090.90	\$	3,332.45	\$	3,749.09
O&M Assessment For Commercial Parcel "D"	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2023) Assessment For Commercial Parcel "D"	\$ -	\$	1,481.00	\$	7,044.00	\$	7,044.00
Total	\$ -	\$	2,324.90	\$	8,129.45	\$	8,546.09
O&M Assessment For Commercial Parcel "H"	\$ -	\$	843.90	\$	1,085.45	\$	1,502.09
Debt (2023) Assessment For Commercial Parcel "H"	\$ -	\$	1,481.00	\$	1,481.00	\$	1,481.00
Total	\$ -	\$	2,324.90	\$	2,566.45	\$	2,983.09
O&M Assessment For Commercial Parcel "J"	\$ -	\$	1,002.99	\$	1,085.45	\$	1,502.09
Debt (2023) Assessment For Commercial Parcel "J"	\$ -	\$	7,044.00	\$	7,044.00	\$	7,044.00
Total	\$ -	\$	8,046.99	\$	8,129.45	\$	8,546.09

* Assessments Include the Following :

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

Lot Count Information

First Phase		Second Phase		Third Phase	
Parcel A-1	98	Parcel A-6	245	Parcel A-10	230
Parcel A-2	92	Parcel A-7	47	Parcel A-11	137
Parcel A-3	119	Parcel A-8	98	Parcel A-12	139
Parcel A-4	107	Parcel A-9	118	Parcel A-13/14 125'	55
Parcel A-5	267	Total Second Phase	508	Parcel A-13/14 175'	24
SE Villages	290			Parcel A-15 50'	356
First Phase Residential	1,135			Parcel A-15 62'	206
				Parcel A-16 50'	296
				Parcel A-16 60'	193
Econ Dev (50 Acres)	0			Parcel A-16 75'	2
Town Center (41.134 Acres)	86.92			Parcel A-17	161
First Phase Non-Residential	86.92			Parcel A-18	104
				Parcel A-19	131
Total First Phase	1,222			Parcel A-20 55'	75
				Parcel A-20 65'	69
				Parcel A-21	204
				Third Phase Residential	2,382
				Golf Course	356.81
				Charter School	11.91
				Comm Parcel "D"	159.80
				Comm Parcel "H"	18.75
				Comm Parcel "J"	35.67
				Third Phase Non-Residential	583
				Total Third Phase	2,965

O&M Calculations

TOTAL UNITS		Total Gross O&M Expenses / Total O&M Units =	O&M per Unit
Phase 1	1,222		
Phase 2	508	\$7,052,101 / 4,695	\$1,502.09
Phase 3	2,965		
Total Units	4,695		
TOTAL RESIDENTIAL UNITS			
Phase 1	1,135		
Phase 2	508		
Phase 3	2,382		
Total Units	4,025		



07/29/2025

Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 07/28/2025

W/O # 52

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Trim Medjool Palms at Avenir entrance and Large island across from Clubhouse	Scope of work--Remove seed pods and elevate to 3 and 9, haul away debris	1.00	\$3,750.00	\$3,750.00
			Grand Total	\$3,750.00



07/29/2025

Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 07/28/2025

W/O # 51

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Trim Cabbage and Silvestre Palms in Miedians on Northlake Blvd.	Scope of Work--Remove see pods and elevate to 3 and 9, haul away debris	1.00	\$7,500.00	\$7,500.00
			Grand Total	\$7,500.00



Mosquito and Midge Control

Proposal Request

Prepared by Clarke Environmental Mosquito Management
for Avenir Community Development District

Submitted Electronically on August 14, 2025, to
Jason Pierman, District Manager

SECTION 40
FORM OF PROPOSAL

40.0 PROPOSAL

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

DATE: 8/14/25

Dear Mr. Pierman:

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

The bidder proposes and agrees, if this proposal is accepted, to furnish all necessary materials, tools, equipment, transportation, and labor to complete the service proposed.

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

The Bidder agrees that, if awarded the Contract, he will sign the Contract Documents within fifteen (15) calendar days of the award of the bid, that he will commence the work on October 1, 2025.

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

BIDDER: Clarke Environmental Mosquito Management, Inc.

ADDRESS: Palm Beach Service Office: 3340 Fairlane Farms Rd, Ste 12, Wellington, FL 33414

BY: Darrel Bagiotti

TITLE: Control Consultant

Primary FL Office: 3036 Michigan Ave, Kissimmee, FL 34744

Corporate HQ: 675 Sidwell Court, St. Charles, IL 60174



Evaluation Criteria #1: Personnel



A Global Environmental Products and Services Company
Avenir Mosquito And Midge Control

Thank you for the opportunity to provide Avenir Community Development District a proposal for **Mosquito and Midge Control**. Clarke recognizes the depth and breadth required to serve Avenir Community Development District as their midge and mosquito control provider. As a vital aspect of public health and environmental stewardship, this program aims to continue the exceptional midge/ mosquito control services currently provided by Clarke, as a respected industry leader. With over a decade of experience and qualifications in delivering public health services for the Palm Beach County area, Clarke has continued to expand its personnel/ resources to the County over the years and will continue to do so for years to come. Each team member possesses specialized skills and knowledge relevant to their respective roles in this program to meet and exceed all RFP midge and mosquito control services requirements.

Our local supervisor, James LeMay, and all of Avenir Community Development District have immediate access to our company-wide resources. The departments that are involved in the successful execution of the scope of work outlined in the RFP, include but aren't limited to Regulatory Compliance, Safety, Human Resources, Information Technologies (GIS), Operations Support, Equipment Technical Services, Field Scientists, Product Production/ Manufacturing, Finance, and Insurance.

Clarke is recognized and certified as a Great Place to Work company and has a successful employee retention rate of 95.8%. Our local office staff of skilled employees are diverse, with 62% of our workforce females, 25% of the office staff is Hispanic, 12% are Black, and ranging in age demographics to have a healthy workplace culture. Hiring locally allows Clarke to contribute to the economy in Palm Beach County and provides employees with a sense of purpose to protect the community they live in. Please allow us to introduce some of our key team members below.

Project Personnel

James LeMay
Field Operations Supervisor
Cell Phone: 267-228-3361
jlemay@clarke.com

Qualifications

- Eight years of experience in Florida Mosquito Control with Clarke
- Emergency Response Experience in hurricane disasters and mosquito-borne virus outbreaks
- Holds Public Health Applicator's License in FL, IL, GA, NC, AL, LA
- Holds Florida Aquatic Applicator's License
- Chapter 482 Certified Pest Control Operator, GHP license holder
- Certified HAZMAT, OSHA Level 2
- First Aid and CPR-certified
- Oversight of regional adult and larval surveillance programs, including water sampling and vector collection
- Field Supervisor for offices in Florida. Offering commercial services to the counties of Palm Beach, Hendry, Hardee, Desoto, Sarasota, and South Bay, FL
- Coordinates aerial operations for the counties of Hendry and Sarasota



A Global Environmental Products and Services Company
Avenir Mosquito And Midge Control

Frank Clarke
VP Key Accounts for Clarke Group of Companies
Cell Phone: 407-709-2029
Email: fclarke@clarke.com

Qualifications:

- BA. Finance, University of Mississippi
- 25+ years Industry experience with Clarke
- Holds a FL Mosquito Control Director's license and Public Health Applicator license
- Experienced with working with commissioners, public bids, municipalities, counties, and districts on public and private levels.
- Consults with large mosquito control programs throughout Florida, Cayman Islands and Minnesota
- Active member of FMCA and AMCA
- Emergency response including mosquito control services in the US Territories and Continental US to combat Zika

Darrel Bagiotti, MBA
Control Consultant
Cell Phone: 954-594-0079
Email: dbagiotti@clarke.com

Qualifications

- MBA in Business from Florida Atlantic University
- BS Environmental Studies w/ minor in Biology and Climate Change from Florida Gulf Coast University
- 11 years Pest Control Industry
- Over 8 years of mosquito control services with Clarke
- Holds Florida Public Health Applicator license and Chapter 482 License
- FL certified CEU presenter for Integrated Mosquito Management program
- Experienced with working with commissioners, public bids, municipalities, counties, and water management districts on public and private levels
- Member of AMCA, FMCA, FAC, FCCMA, Florida League of Cities
- Project Management Institute (PMI) certificates



A Global Environmental Products and Services Company
Avenir Mosquito And Midge Control

Andrew Gentes
Florida Regional Operations Manager
Cell Phone: 407-709-0420
Email: agentes@clarke.com

Qualifications

- B.S. Biological Sciences, Illinois State University
- 25 years of industry experience with Clarke
- Holds applicator licenses for mosquito and aquatic categories in 10 plus states: VA, NC, SC, GA, FL, TX, AL, LA, MA, IL, WY
- Holds a FL Mosquito Control Director's license
- Holds an FAA Remote Pilot License for drone operations, FAA Part 107
- Holds a FL Public Aerial Applicators license
- Holds a FL Aquatic Applicators License, Right of Way, and Natural Areas License, and Chapter 482 Applicator ID card and is a Certified Pest Control Operator in General House Pest Control
- Emergency Response Experience in hurricane disasters and mosquito-borne virus outbreaks
- Coral Springs Aquatics Training Courses
- Certified DOT, HAZMAT, OSHA, and HAZWOPER
- First Aid and CPR-certified
- Member of Florida Mosquito Control Association, American Mosquito Control Association, and Florida Aquatic Plant Management Society
- Member of the American Mosquito Control Association
- Member of the Entomological Society of America
- Certified Mosquito Identification Specialist (Florida Medical Entomology Lab)
- Regional oversight and management of all service operations, including mosquito ground and aerial, emergency response operations, and technical support for equipment

Crystal Challacombe
Office Manager
Cell Phone: 407-709-2034
cchallacombe@clarke.com

Qualifications

- 25 years of industry experience with Clarke
- Holds applicator license for mosquito in Florida
- First Aid and CPR-certified
- Certified Florida Notary
- Reviews and coordinates all applicator and business licensing within the South and Southwest Regions
- Responsible for coordination of mosquito ground and aerial services from contract entry, auditing, product ordering, and invoicing for the South and Southeast Regions



A Global Environmental Products and Services Company
Avenir Mosquito And Midge Control

Tonya Sellers

Surveillance Technician

Cell Phone: 224-407-6340

Email: tsellers@clarke.com

Qualifications

- Ten years of experience in Florida Mosquito Control with Clarke
- Holds Public Health Applicator's License in FL
- Leads regional adult and larval surveillance activities, including water sampling, vector collection, and identification for Hendy, Hardee, and DeSoto counties
- AED / CPR-certified

Samantha "Nicky" Morton

Team Lead Field Operations

Cell Phone: 224-763-4525

Email: nmorton@clarke.com

Qualifications

- Six years of experience in Florida Mosquito Control with Clarke
- Forklift certified
- Leads regional field activities, including field training of staff, assistance in schedule creation and deployment, preparing field technicians, trucks, and equipment for day/night tasks, and managing product inventory for the counties of Hendry, Hardee, DeSoto, Sarasota, and the City of South Bay

Robert Santana, MBA

Sales Director - East

Cell Phone: 561-420-9079

Email: rsantana@clarke.com

Qualifications

- MBA, Business Administration, Global Business, University of Florida
- B.S. Food and Resource Economics, University of Florida
- 10 years of experience with Clarke
- 15 years of industry experience in chemical manufacturing
- Point of contact for Miami-Dade and Martin County in Zika Response effort
- Licenses held: Public Health Applicator, 482 ID, Stormwater Management Inspector
- Active member of FMCA, AMCA, FASD, FAC, CAI
- Experienced with working with commissioners, public bids, municipalities, counties, and management districts on public and private levels



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Matthew Robinson
Operations Technician
Phone: 407-595-2863
Email: mrobinson@clarke.com

Qualifications

- Licensed applicator in Florida, Chapter 482 Licensed Applicator
- 9+ Seasons of Mosquito Control
- First Aid and CPR Certified
- FMCA and CPCO member

Lauren Lavezzi
Regional Surveillance Manager
Cell Phone: 630-774-4565
Email: llavezzi@clarke.com

Qualifications

- B.S. Natural Resources and Environmental Sciences, University of Illinois at Urbana Champaign
- 20 years of industry experience with Clarke
- Graduate-level courses in insect identification and natural history, medical entomology, biological control of pests
- Certified Mosquito Identification Specialist (Florida Medical Entomology Lab)
- Holds applicator license for mosquito and aquatic categories in 13 states: IL, IA, WI, MN, IN, OH, VA, FL, NC, CT, GA, MI, SC
- Holds IL Structural Pest Control license through the Illinois Department of Public Health
- Emergency Response Experience in hurricane disasters and mosquito-borne virus outbreaks
- Certified HAZMAT, OSHA, and HAZWOPER
- First Aid and CPR-certified
- Member of the American Mosquito Control Association and Illinois Mosquito and Vector Control Association
- Oversight and management of regional adult and larval surveillance programs, including water sampling, vector collection, and virus testing



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Kim Dunn

Sales Coordinator

Cell Phone: 321-624-9109

kdunn@clarke.com

Qualifications

- B.S. Management, Illinois State University
- 18 years of industry experience
- First Aid and CPR-certified
- Certified Florida Notary
- Experienced with working with public bids, municipalities, counties, and mosquito management districts on public and private levels.
- Member of FMCA and AMCA

Kim Schulke, SPHR

Director, Human Resources, Operations and Manufacturing

Phone: 630-671-3031

Email: kschulke@clarke.com

Qualifications

- B.S. Human Resources Management, DePaul University
- Senior Professional Human Resources certified through HRCI
- 19 years experience, Clarke
- 26 years experience, Human Resources
- Member of SHRM, HR Source
- Project Manager of Human Resources, Sustainability and Culture Initiatives within Clarke
- Nationwide oversight and management of Human Resources activities including recruiting and staffing, coaching, employee relations, organizational development, compensation, coworker and management learning and development, benefits.



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Resources: Florida Ground Equipment List

Hendry Office:

- (7) Chevy Trucks with GPS
- (1) Polaris Side-by-side
- (1) John Deere Gator
- (2) Grizzly ULV Sprayers
- (7) Cougar ULV Sprayers
- (18) CDC Light Traps
- (4) BG-Sentinel Traps
- (2) BG- Counter Traps
- (4) STIL Backpack Sprayers
- (1) Vortex granular Sprayer
- (2) Compound stereo microscope
- (1) Buffalo Turbine Sprayer
- (1) Rotary Drone
- (1) Skiff Boat 16ft

Kissimmee Office:

- (9) Trucks with GPS
- (1) Polaris Side-by-side
- (1) John Deere Gator
- (6) Cougar ULV Sprayers
- (1) Buffalo Turbine Sprayer
- (3) Electric Promist ULV Sprayers
- (22) CDC Light Traps
- (12) BG-Sentinel Traps
- (6) BG- Counter Traps
- (4) STIL Backpack Sprayers
- (1) Vortex granular Sprayer
- (2) Compound stereo microscope
- (1) Tracker 20ft Boat

Wellington Office:

- (3) Chevy Trucks with GPS
- (1) Cougar Sprayer
- (1) Polaris Side-by-side
- (1) John Deere Gator
- (2) Electric Promist ULV Sprayers
- (15) CDC Light Traps
- (8) BG-Sentinel Traps
- (2) BG- Counter Traps
- (4) STIL Backpack Sprayers
- (1) Vortex granular Sprayer
- (1) Compound stereo microscope



Evaluation Criteria #2: Proposer's Experience and Familiarity with Project



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References

Customer: Hendry County (2006- Ongoing)

Contract Amount: \$530,355.00

Address: P.O Box 1607 99 East Cowboy Way LaBelle, FL 33975

Name: Mr. Shane Parker, P.E, Public Works Director

Email: sparker@hendryfla.net

Phone Number: (863) 675- 5222

Fax Number: (863) 674-2941

Customer: Sarasota (2000- Ongoing)

Contract Amount: \$400,000+

Address: 5531 Pinkney Ave, Sarasota, FL 34233

Name: Wade Brennan, Mosquito Control Manager

Email: wbrennan@scgov.net

Phone Number: (941) 861-9723

Fax Number: N/A

Customer: Celebration Community Development District (1996- Ongoing)

Contract Amount: \$249,000+

Address: 313 Campus Street, Celebration, FL 34747

Name: Angel Montagna, District Manager

Email: angel.montagna@inframark.com

Phone Number: (407) 566- 1935

Fax Number: (407) 566-2064



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Customer: Okeechobee County (2017- Ongoing)

Contract Amount: \$87,000

Address: 707 NW 6th Street, Okeechobee, FL 34972

Name: Nicholas Martini

Email: nmartini@okeechobeecountyfl.gov

Phone Number: (863) 634- 9145

Fax Number: N/A

Customer: Miami-Dade County Mosquito Control (2016,2017, 2022- Ongoing)

Contract Amount: \$800,000+

Address: 8901 NW 58th Street Miami, FL 33178

Name: Chalmers Vasquez

Email: Chalmers.Vasquez@miamidade.gov

Phone Number: (305) 510-1874

Fax Number: N/A

Customer: Brevard County Mosquito Control (2022- Ongoing)

Contract Amount: \$150,000+

Address: 800 Perimeter Road, Titusville, FL 32780

Name: Joseph Faella, District Manager

Email: joe.faella@brevard.gov

Phone Number: (321) 264-5032

Fax Number: N/A



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Previous Experience

Clarke Environmental Mosquito Management, Inc. has an extensive and proven history of delivering highly effective mosquito and midge control programs to both large government entities and luxury residential communities. Our experience spans decades of public health protection, nuisance species management, and client service excellence, allowing us to bring unmatched expertise to the Avenir CDD.

Government Public Health Mosquito Control Programs

Clarke has partnered with counties, municipalities, and special districts across Florida and beyond to implement large-scale, integrated mosquito control programs. These programs require strict adherence to regulatory guidelines, rapid response capabilities, and seamless coordination with public officials. Our teams are experienced in meeting FDACS, EPA, and NPDES requirements, attending public meetings, and providing detailed operational reporting.

Notable examples include:

- **Hendry County (2006–Ongoing)** – Full-scale mosquito control operations, including ground and aerial services, valued at over \$530,000 annually.
- **Miami-Dade County Mosquito Control (2016, 2017, 2022–Ongoing)** – High-volume operational programs exceeding \$800,000 annually, including rapid deployment for Zika virus response.
- **Sarasota County (2000–Ongoing)** – Long-term mosquito management with consistent performance and public health protection outcomes.
- **Brevard County Mosquito Control (2022–Ongoing)** – Environmentally responsible operations utilizing OMRI-listed products and advanced application technology.

Luxury Communities & Private Clubs – Midge Control Expertise

Clarke also specializes in targeted nuisance midge control programs for Florida's most prestigious residential communities and country clubs. These clients require discreet, precise service delivery that prioritizes resident comfort and aesthetic standards.

We currently provide services for premier accounts such as **Frenchman's Reserve, Medalist Country Club, Mirasol Club, The Fields, and Broken Sound Master Association**. Our tailored midge programs integrate:

- **OMRI-listed Natular® G30 larvicide** for long-lasting residual control of larval populations.
- **Merus® 3.0 organic adulticide** for ULV applications that minimize noise and disruption.
- **Resident and board education programs** to ensure understanding of the environmental factors and management strategies that lead to sustainable control.



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Client Management & Professional Delivery

For every contract, Clarke assigns a **dedicated operations supervisor and control consultant** as primary points of contact. These roles are responsible for coordinating scheduling, responding to service requests, and providing detailed reports after each treatment. Our team understands that the success of a control program is not just in the field performance, but also in the **clear, proactive communication** with all stakeholders.

Our **15+ Florida State Certified Public Health Applicators**, extensive statewide fleet, and specialized equipment—including electric ULV sprayers, ATVs, UTVs, and drone systems—ensure we have the **capacity, expertise, and adaptability** to deliver the Avenir CDD program to the highest professional standards.



Evaluation Criteria #3: Understanding Scope of Work



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Dear Jason Pierman,

Thank you for the opportunity to offer our integrated midge/mosquito control program to Avenir CDD. We understand the unique demands of the South Florida environment. We have designed a unique and flexible program to meet your residents' needs, providing maximum comfort to your resident's outdoor experiences. Clarke is the first and only public health midge/ mosquito control program to utilize products listed with the Organic Materials Review Institute (OMRI). By being OMRI listed, both the larvicide and adulticide are recognized for use in and around organic crops and gardens. Both the larvicide and adulticide used in the program are made from naturally-derived active ingredients that are registered by the U.S EPA and meet all requirements of the Organic Materials Review Institute.

With the knowledge gained from providing similar service to other luxury communities, we have an intimate experience of the environmental influences to the community's midge population. On the pages to follow, you will find a Professional Services Outline. The services provided through the program focus on midge/ mosquito education for residents, the inspection of breeding habitats, and treatment with larvicides and adulticides to minimize the adult midge/ mosquito population.

Prescription larval control will be performed with OMRI (Organic Materials Review Institute) labeled Natular G30® mosquito/midge larvicide, as described in the following sections. Spinosad is the active ingredient used to target midge and mosquito larvae and won the Green Chemistry Award for this innovative active ingredient to the industry. Suppose the midge/ mosquito population reaches an undesirable threshold. In that case, Clarke can operate an ultra-low volume (ULV) sprayer for property-wide adulticide application upon your request. ULV sprayers dispense very fine aerosol droplets that stay aloft and kill flying midges & mosquitoes on contact. ULV application, we will be using Clarke's organic Merus 3.0®. This is the *first* and *only* Organic Materials Review Institute (OMRI) Listed adulticide for wide-area mosquito control. Our truck ULV route will follow the easements around the stormwater ponds or paved roads throughout the property. All ULV treatments will be completed after dusk or before dawn.

Other factors about Clarke that you may consider as you make this critical decision:

- Clarke has over 65 years of experience in providing community mosquito control across the country.
- Clarke has over 25 years of experience providing midge & mosquito control programs to communities in Florida.
- Clarke mosquito control programs are highly successful, personalized, visible, and professionally managed and executed.
- When comparing exact service levels and efficacy, our pricing is the most competitive in the industry.
- Clarke invests back into the industry, being the leader in mosquito product development. Your support allows us to impact millions all over the world with our cutting-edge formulations and technology.
- To combat the Zika virus threat, Clarke has accumulated several tools that are made available to the public through <https://www.clarke.com/zika-support-center-for-mosquito-control-programs>

Partnering with Clarke to meet your mosquito control needs will provide you access to our in-house biologist, public relations, and marketing teams. We look forward to the potential of working with you for your upcoming season.



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Avenir CDD. Midge Management/ Mosquito

- **"Edge" Midge Life Cycle**

- Complete Metamorphosis
 - Egg: 2-7 days
 - Larva: 2-7 weeks
 - Pupa: 3 days
 - Adult: 3-5 days
- Entire cycle 3-9 weeks
- Temp dependent



- **"Edge" Midge Larvae**

- Breeding habitats
 - Wetlands, ponds, lakes, WWTP, polluted water
- Buried in the substrate, not in the water column
- "Whipping" motion stirs up food, O₂
- Pink-dark red due to hemoglobin
- Natular G30 Treatments



- **"Edge" Midge Adults**

- Mosquito-like appearance
- Small, 1/16-1/2"
- Light tan, light green, black
- Males: bushy antennae
- Emerge in huge swarms
- Mate, lay eggs, die



- **Chaoborids, AKA "phantom midges."**

- Deep-water, "middle" midges
- Adults more populous than "edge" midges
- Larvae difficult to sample/count/treat/control
- Minimize nuisance w/ULV.
- Strike – full Lake Larvicide Treatment

- **Midge Adults**

- Associated Problems
 - Interfering with outdoor, recreational activities
 - Property defacement
 - Direct: midge related

- **Midge Control**

- Alternative "Homeowner" Solutions
- Decrease lawn fertilizer run-off into ponds
- Community awareness/education on proper fertilizer use—work with landscapers
- Minimize lighting to reduce swarms' attraction to residences—close blinds, house lights off
- Change light sources to a less attractive type, i.e., hi psi sodium lamp, yellow not white

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1. Project Approach

A. Timeline and Commitment of Resources

Clarke has provided midge and mosquito services to the local territory for over twenty years. Over time, Clarke has gained intimate knowledge of local waterways and developed a strong understanding of local conditions and expectations. Clarke will continue to service from our existing Wellington office. Our facilities, trucks, boats, assets, and personnel are in place and stand by, ready to serve the community of **Avenir**. This local facility will function as our command center for operations. To best serve **Avenir**, all the facilities, assets, and personnel will remain in place for the Agreement's duration.

Avenir, along with Clarke Employees, has immediate access to our company-wide resources to help facilitate the most efficient and effective program. Departments that are, and will be, serving **Avenir** are:

- Regulatory Compliance
- Safety
- Biology Department
- Technical Services
- Human Resources
- Information Technologies
- Operations Support
- Equipment Technical Services
- Product Production/Manufacturing
- Finance
- Insurance
- Public Relations

Our local facility maintains sufficient stock of products to meet and/or exceed **Avenir** requirements. Our local Wellington office has the required experience, licensed staff, assets, and expertise to meet and exceed all of the specified services.



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Work Plan

B. Overview

The work to be performed at this site will consist of applying EPA, and the State of Florida approved product in the designated waterway and properties covered in this contract. The in-lake product being used has also been certified by the Organic Materials Review Institute (OMRI). The insecticides will be applied via spray systems used by Vortex blower, Stihl backpack, John Deere gator, Polaris UTV, or truck. Multiple treatments will be planned to maintain bid standards. All equipment, tools, and personnel needed to perform these tasks will be readily available from the local Clarke Wellington office. Additional equipment, tools, and personnel can be quickly recruited from the other 2 Clarke locations throughout the state if the need arises.

Clarke's work includes furnishing all labor, material, equipment, tools, transportation, supplies, workforce, and supervision to complete the job. Clarke will provide services in accordance with **Avenir** requirements listed in the scope of work.

C. Communications

Clarke is firmly committed to an open and honest communication strategy with its clients. Communication is critical in maintaining a successful midge/ mosquito program. All technicians on site will have a GPS tracking/WIFI smartphone with them at all times. They will be in contact with the designated field supervisor. The Clarke designated field supervisor will be in charge of schedule progress, any adjustments being made, and submitting treatment reports and inspection logs. Schedule adjustments and treatment procedures will be discussed and verified to coordinate with special events, unexpected occurrences, outbreaks, and other issues that may arise during the contract period. Clarke strives to reach a strong professional working relationship with its clients in a partnership effort to get our combined goals. At the end of each treatment day, the treatment data can be emailed within 72 hours to achieve constant monitoring of the chemicals administered into the water. The local operations supervisor and control consultant will monitor communications to ensure that these channels are open and used effectively. In the event an emergency treatment, outbreak, or complaint call surfaces that requires immediate attention, the field supervisor shall contact the local operations supervisor to have additional resources allocated to these areas, not without disrupting the established monthly schedule. Any disruptions of the set monthly schedule will be done with the express authorization of **Avenir**. Darrel Bagiotti, the Control Consultant, will



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serve as a back-up communication venue, assuring that this program is working as intended and that communication between Clarke and the client is consistent, constant, and effective.

Electronic Notification

Clarke's Customer Portal once signed up can provide email notifications to let you know we were on-site and performed work. Electronic Notifications would be sent-out whenever an Applicator has been to the site and reported through the Supervisor's smartphones accepting the treatment and approving the job (that night or the next day).

D. Resources

Clarke has a Fleet of **20+ vehicles** available for use in the State of Florida. Clarke also has multiple, ATVs, and John Deere Gators, to support midge treatments. All equipment is outfitted with the respective spraying equipment. All employees are versed and trained with calibrations and the most advanced application techniques.

a. Equipment used for requested services

- (1) Stihl SR 450 backpack sprayer/duster. Or equivalent industry-approved backpack sprayer
- (1) 2003 or better Chevy 2500 4x4 pick-up truck.
- (1) Polaris or John Deere Gator.



b. Personnel

- One of Clarke's key benefits is the **depth** of our overall organization, including 120 full-time people and their respective experience and expertise. Within the Clarke, the Structure is the numerous departments listed above, critical in supporting local Clarke offices' work and operations. These dedicated departments and employees help to ensure that Clarke operates efficiently and effectively and are available for any support that our Regional and local offices may need and provide support to customers like **Avenir**.
- Clarke has three offices located in Florida, with **12+ full-time employees** dedicated to Florida Operations. Clarke also hires and staffs multiple seasonal crews and temporary employees to cover the seasonality of the industry and contractual needs.



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- Clarke currently has **15+ Florida State Certified licensed applicators in Public Health, Chapter 482 applicators working under a Certified Operator in General Pest, Aquatics / Natural Areas, and Right of Way** through the Florida Department Agriculture and Consumer Sciences. Clarke's Public Health applicator license and Certified Operation License in General Pest legally distinguish us from other aquatic vendors or pest operators who can't make these (in-lake or on-land) applications because they don't hold the appropriate license. Targeting midges and mosquitoes is not covered under an aquatics license. Clarke specializes and certifies employees with Safety and Regulatory Compliance to meet OSHA, DEP, EPA, DOT, FDACS, and multiple other agency requirements. Clarke also ensures that all offices have personnel trained in Hazardous Waste and Emergency Operations and Recovery if a spill takes place. This helps us to limit and reduce liability both for Clarke and for our customers.

E. Chemicals and Substances Used

All work performed in the designated lakes or areas shall be performed by, or under the direct supervision of, a Florida state licensed applicator. At Clarke, we make sure that we adjust the rates within what's allowed by law on the label for maximum effect on the target species while minimizing or eliminating any effect on non-targets.

Clarke has identified the following chemical as treatment options based on the current condition: OMRI Certified Natular G30, barrier products, Strike, OMRI Certified Merus 3.0, and or other EPA-approved products for the project..

F. Clarke Personnel Appearance

All Clarke personnel must wear a strict dress code, including a logo identifying long-sleeved shirt, long pants, and work boots, all in good clean condition and adequately maintained while working in the designated waterways. They are further instructed always to conduct themselves professionally and courteously when approached by residents with inquiries or comments or working in **Avenir**.

2. Clarke Experience

Clarke currently services several luxurious communities in Palm Beach County including, Medalist Country Club, Mirasol County Club, Frenchman's Reserve, The Fields, and Broken Sound Master Association for all their midge and mosquito needs, to name a few. These relationships have allowed us to establish trust and an effective and efficient working relationship with our contacts in Palm Beach County. We believe in maintaining personnel consistency to ensure that our treatments' relationship and effectiveness remain consistently high.

Clarke's Commitment to Sustainability

Clarke is committed to being earth-friendly by delivering products, services, and strategies that save our customers money and reduce the impact we make on the earth. This is reflected in everything we do and in everyone who



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works at Clarke. It allows us to be the best at what we do and allows us to do the right thing. The long term result is a winning strategy for us and our customers. Please see our sustainability report enclosed.

3. Licenses and Permits

Clarke will continue to adhere to all local, County, State, and Federal regulations and permits to execute the work to be performed under this contract. Any additional permits required for the execution of the work under this contract will be Clarke's responsibility to acquire.

Integrated Pest Management

When you consider all the complexities involved in managing an effective midge control program, or if challenged by nuisance species such as aquatic midges, you'll feel relief that Clarke's EMM program handles all the work for keeping you on budget. We tailor a program based on your specific habitats, environmental sensitivities, and budget. Because Clarke produces the most product options, offers the widest variety of application methods, and utilizes the most innovative technologies to assess and monitor each program, we can achieve the right balance of efficacy with environmental responsibility. Plus, we offer the industry's fastest scheduling response time. No other program can service your needs better.

Innovation in Service Operations

Over the last few year's Clarke has been an innovator in the industry by adopting and advancing new forms of application means into our operations, including a Buffalo Turbine for wide area larviciding, which has since gained national and international attention, as well as adopting all-electric ULV equipment in our Wellington Service operations. Recently, Clarke has incorporated UAS (drones) into our service operations while servicing multiple government contracts for larvicide, adulticide, and LiDAR work.



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Avenir Inspection Report

During a site inspection, I observed adult midge and a high presence of midge larva in the ponds inspected. There was currently a mixture of at least two species on the property – *Chironomids* and *Chaoboridae*. The reason that this is important to know is that treatment efforts will vary based on the species present.

Over the past few years, we have serviced local accounts like– Frenchman's Reserve, The Preserve at Bridghwater, The Fields, Medalist, Mirasol Club, and Broken Sound Master Association. A number of these accounts have contracted us for over eight years straight. Over this time, we have dramatically improved conditions and have tailored our treatments to meet the current environmental conditions.



4. Treatment Protocol

Clarke has designed a custom tailored treatment protocol to meet all of Avenir CDD's scope of work to control midge & mosquitoes within the community to include inspection, trapping, larviciding, and adulticiding.



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Surveillance for Adult Mosquitoes

Clarke will provide, install, and maintain a surveillance trap network of up to five (5) ABC light traps within the community on a monthly basis to monitor and identify adult mosquito and midge populations. Our mosquito surveillance technicians use NFC technology (near-field communication). Clarke's GIS department will create a map with the GPS locations for each mosquito trap. These maps will be shared with the Avenir CDD. The locations of the traps can be adjusted based on complaints or best set locations to give us the data we are looking to gather in the community. Below are a few examples of the mosquito species we might collect in the area. Of course, mosquito ID is important to recognize any potential disease-threatening mosquito species to reduce the transmission of locally acquired arboviruses.

Anopheles crucians



Culex erraticus



Coquilleltidia perturbans



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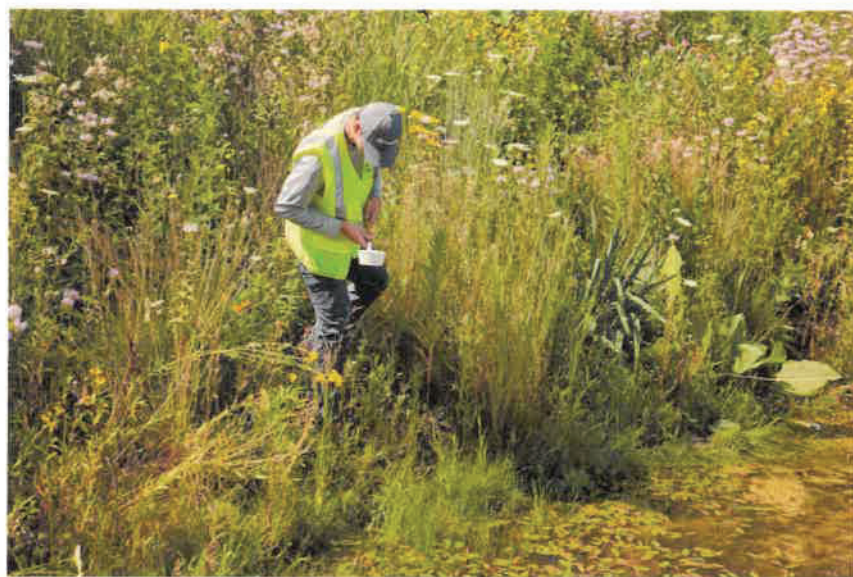


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In-lake Larviciding

Clarke has sampled the sediment where midges live in a few of the stormwater ponds within the Avenir community and has identified the presence of edge midges. Midge larvae live buried in the sediment, making it more difficult for the products to come in contact with them, leading to mortality. That is why it is important Clarke utilizes a granular residual substance that sinks to the bottom of the lakes to increase the effectiveness of our active ingredient to come in contact with the midge larvae. The edge midges are filter feeders, so the product we use can be ingested by the midges, leading to mortality, or also reduces the population with a contact kill when the midge comes in contact with the product.

The Natular G30 is effective for up to 30 days, which is why Clarke is recommending monthly larvicide treatments around the stormwater ponds to control midge and mosquitoes.



UTV Ultra Low Volume (ULV) Applications

Clarke is recommending monthly ATV ULV treatments around the stormwater ponds and other areas around the community to best control the midges and mosquitoes (up to 36 miles per month). The midge and mosquito both live the majority of their lives in the aquatic environment; however, it isn't until they become adults flying around that they become a nuisance. To break the life cycle to these species, Clarke will conduct UTV ULV applications to target the flying midge and mosquitoes to reduce the females from laying eggs and stop the next generation of midges/ mosquitoes from starting the life cycle again.

Our team will drive the easement of the stormwater ponds (or other areas) to bring comfort to the homeowners' backyards and target the adult midges and mosquitoes where they are.



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Conclusion

Clarke has the means and capabilities to meet all the needs of the Avenir CDD to perform midge and mosquito control services. We are able to adapt to the environmental conditions if they change and to tailor our treatment approach.

We appreciate the opportunity to work with you all and to make the Avenir community more livable, safe, and comfortable.



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ARE YOU GOING CARBON NEUTRAL?



Reducing the impact of Clarke's operational footprint has been one of the core components of the company's Sustainability Initiatives for over 10 years. In 2019, after nearly a decade of work to measure and reduce its carbon footprint, Clarke achieved 100% Carbon Neutrality in Scope 1 & 2 Emission Categories through a combination of carbon reduction efforts and programs and its partnerships with CarbonFund.org. To date, the company maintains Scope 1 & 2 Carbon Neutrality.

Scopes 1 and 2 Emissions represent those that a company generates through its service operations, sales vehicle fleet, and in the energy consumed to power, heat and cool all physical buildings across its operating footprint. A variety of activities designed to reduce and neutralize Clarke's carbon footprint contributed to the company achieving Scope 1 & 2 Carbon Neutrality, including:

- ❖ Investing in on-site renewable energy systems to power its largest operational buildings, including solar installations and on-site electric vehicle charging stations
- ❖ Operational facility design and site planning to maximize energy efficiency and capitalize on renewable energy investments. For example, Clarke's service operations and manufacturing location in Roselle, IL is a net-positive energy building and earned LEED Platinum status by the US Green Building Council
- ❖ Transforming 100% of the company's catch basin applications for mosquito control to bike applications
- ❖ **Its EarthRight® Mosquito Control Service program for communities, cities, and towns – the most environmentally responsible public health mosquito management service program available, utilizing all OMRI Listed control products (suitable for use over certified organic areas), electric-powered ULV machines, hybrid crew vehicles, and smaller, more fuel-efficient fleet trucks**
- ❖ Purchasing carbon credits through Carbonfund.org to neutralize the carbon impact of the emissions the company could not offset through other means

Over the past ten years, Clarke has neutralized almost 13,000 metric tons (almost 28 million pounds) of carbon dioxide emissions through its partnership with Carbonfund.org, equivalent to mitigating the carbon dioxide emissions produced by almost 1.5 million gallons of gasoline.



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CLARKE HEALTH & SAFETY COMMITMENT

Clarke's core values and guiding principles steer our actions and behaviors, focusing our efforts on our coworkers, customers, communities, and planet. With that, we recognize that our work comes with inherent risks and an obligation to protect and preserve these stakeholders' health, safety and well-being.

To fulfill this duty, Clarke has built our commitment to Health and Safety on these fundamental beliefs:


1. All safety incidents are preventable, and we aspire to uphold a Zero Incident Culture.
2. Clarke's Global Leadership Team is responsible for the implementation, management, and performance of this Zero Incident Culture.
3. Excellence in safety will bolster performance across all aspects of our business, and Clarke must purposefully integrate safety into every decision and process.
4. Clarke's leaders are expected to model safe behavior, maintain daily safety communications with their teams and embed safety into all levels of performance management.
5. Clarke will provide all our coworkers with the necessary resources, equipment and training to achieve our goals.
6. Our ambition for a Zero Incident Culture requires the company to cultivate transparency and a continuous improvement mindset. We report all incidents, ask questions, explore solutions and course correct when necessary to protect people and enhance our safety culture.
7. No matter where our work takes us, our behaviors and decision-making will actively showcase our safety commitment.

We will build a Zero Incident Culture for our coworkers through safety management processes designed to:

1. Empower all coworkers with the authority and obligation to stop work when something has the potential to compromise the health and wellness of themselves, coworkers, customers or any guests in our facilities.
2. Provide all levels of the company with job-specific and continuous training to identify and mitigate hazards and risks.
3. Drive continuous improvement in our safety programs and culture through a comprehensive formal audit process.
4. Establish clear metrics for safety performance, focusing on leading indicators that drive proactive behaviors and celebrate positive safety observations.
5. Cultivate safety-based decision making and safety leadership skills among manager-level coworkers.
6. Foster a safety mindset for all coworkers that fully considers health and safety risks outside their traditional workplace, such as when traveling in support of the business, working at a customer location, or when on personal time.


J. Lyell Clarke
President


Allen Gent
Vice President


Steve Rizzi
Vice President


Julie Reiter
Vice President


Kevin Magro
Vice President





Evaluation Criteria #4: Price



A Global Environmental Products and Services Company
Avenir Mosquito And Midge Control

Proposed Pricing:

Pricing is based on the monthly service to treat and manage 54 ponds identified in the RFP for midge/ mosquito control services. Clarke will provide prorated pricing based on our monthly quote for the ponds that are ready for services if awarded the project.

Clarke Environmental Mosquito Management, Inc. Professional Services Outline for Avenir CDD Environmental Midge Management (EMM) Program

Part I. General Service

- A. Computer System and Record-Keeping Database
- B. Public Relations and Educational Brochures
- C. Mosquito Hotline Citizen Response – (800) 443-2034
- D. Comprehensive Insurance Coverage naming Avenir CDD additionally insured
- E. Program Consulting and Quality Control Staff
- F. Regulatory compliance on local, state, and federal levels

Part II. Larval Control- Midge and Mosquito Control

- A. Prescription Larval Control will be performed with OMRI Certified Natular G30® and/or equivalent approved midge larvicide.
 - 1. **Monthly-** The program will provide one (1) treatment of lakes (identified by Avenir) using an OMRI-certified 30-day long-lasting residual product. Treatments will be completed utilizing backpack or hand equipment to cover the perimeter zone around the edge of the lake to target *Chironomidae* or "edge midges. The use of Strike® or other larvicides for deepwater midges can be used at additional pricing if needed.

Part III. Adult Control- Midge and Mosquito Control

- A. **Monthly-** Prescription Adult Control will be performed via UTV ULV.
 - 1. **Adult Control- ULV Treatments:** UTV ULV adulticide applications will be performed with either Duet® or Merus 3.0® and/ or equivalent. The program provides monthly treatments along Avenir's easement behind the homeowner side of the lakes. Clarke will treat up to 36 miles (as needed).



A Global Environmental Products and Services Company
Avenir Mosquito And Midge Control

Part IV. Midge/ Mosquito Trapping-

1. Five (5) Traps set Monthly- Clarke will set five (5) CDC light traps around the Avenir community to capture midges and speciate the mosquitoes within the community. This data would allow us to best understand the presence of midge hatch-offs and if any potential arbovirus diseases are of public health concern based on the mosquito species we capture.

Pricing Matrix Based on Product Selection

Option 1 Monthly Price	Option 2 Monthly Price
Monthly Larvicide, Trapping, & UTV ULV	Monthly Larvicide, Trapping, & UTV ULV
Larvicide (Granular Natular G30®) & Adulticide (Duet®)	Larvicide (Granular Natular G30®) & Adulticide (Merus 3.0®)
\$26,870.00	\$29,745.65

***All treatment sites are to be accessible along the CDD's easement. If access to these easements is not available, Clarke may adjust our pricing to alter our treatment program to account for these access issues.**

Adulticiding Operational Procedures

1. Notification of community contact.
2. Weather limit monitoring and compliance.
3. ULV particle size evaluation.
4. Insecticide dosage and quality control analysis

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



A Global Environmental Products and Services Company
Avenir Mosquito And Midge Control

Clarke Environmental Mosquito Management, Inc.
Client Agreement and Authorization for 2025-26
Avenir CDD
Environmental Midge Management (EMM) Program

- I. **TERM AND TERMINATION:** This Agreement has an automatic Renewal Clause. The terms and conditions outlined in this Agreement shall commence on the date when both parties have executed this Agreement and shall continue for a period ending on October 1, 2026 (the "Initial Term"). Unless either party hereto provides the other party with written notice at least thirty (30) days prior to the end of the Initial Term or any subsequent renewal term, the terms and conditions within the Agreement shall automatically continue to renew for an additional term, each term having a duration equal to the Initial Agreement. If a party hereto fails to comply with a provision of this Agreement, then the other party shall have the right to terminate this Agreement if it gives written notice of the default to the defaulting party and the defaulting party fails to cure the default within thirty (30) days of receipt of said notice.
- II. **Program Payment Plan:** Any additional treatments beyond the core program will be invoiced when the treatment is completed at a pro-rated price. Avenir CDD has the option to extend this program from year to year at a rate that does not to exceed a (5%) annual increase that both parties agree to.

For Avenir CDD:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name: Darrel Bagiotti _____ Title: Control Consultant _____ Date: _____



Evaluation Criteria #5: Schedule



Schedule

Clarke will deliver midge and mosquito control services for the Avenir CDD in accordance with the following structured schedule, designed to maintain consistent suppression and adapt to seasonal population dynamics. If awarded this bid, Clarke will maintain a year-round monthly treatment frequency on the second week of every month.

A. Monthly Service Cycle-

1. Larval Control (Natular G30 or equivalent)

- One (1) larvicide application per month to all 54 identified lakes (or those ready for service) using OMRI-certified, 30-day residual product.
- Treatments scheduled to maintain continuous coverage, with application dates adjusted to precede peak hatch-off periods identified through surveillance data.

2. Adult Control (Merus 3.0 or Duet via UTV ULV)

- One (1) adulticide application per month along designated easements (up to 36 miles), performed after dusk or before dawn for optimal efficacy.
- Routes adjusted based on trap counts, weather conditions, and observed nuisance levels.

3. Surveillance & Monitoring

- Five (5) CDC light traps deployed monthly to capture and identify midges and mosquito species.
 - Data analyzed to assess control efficacy and detect any public health concerns.
-

B. Seasonal Adjustments

• Wet Season (May–October):

- Increased monitoring frequency following significant rainfall events.
- Potential for additional larval or adult treatments if thresholds are exceeded.

• Dry Season (November–April):

- Maintain monthly treatments to prevent early-season population buildup.
 - Emphasis on deep-water midge control if conditions warrant.
-

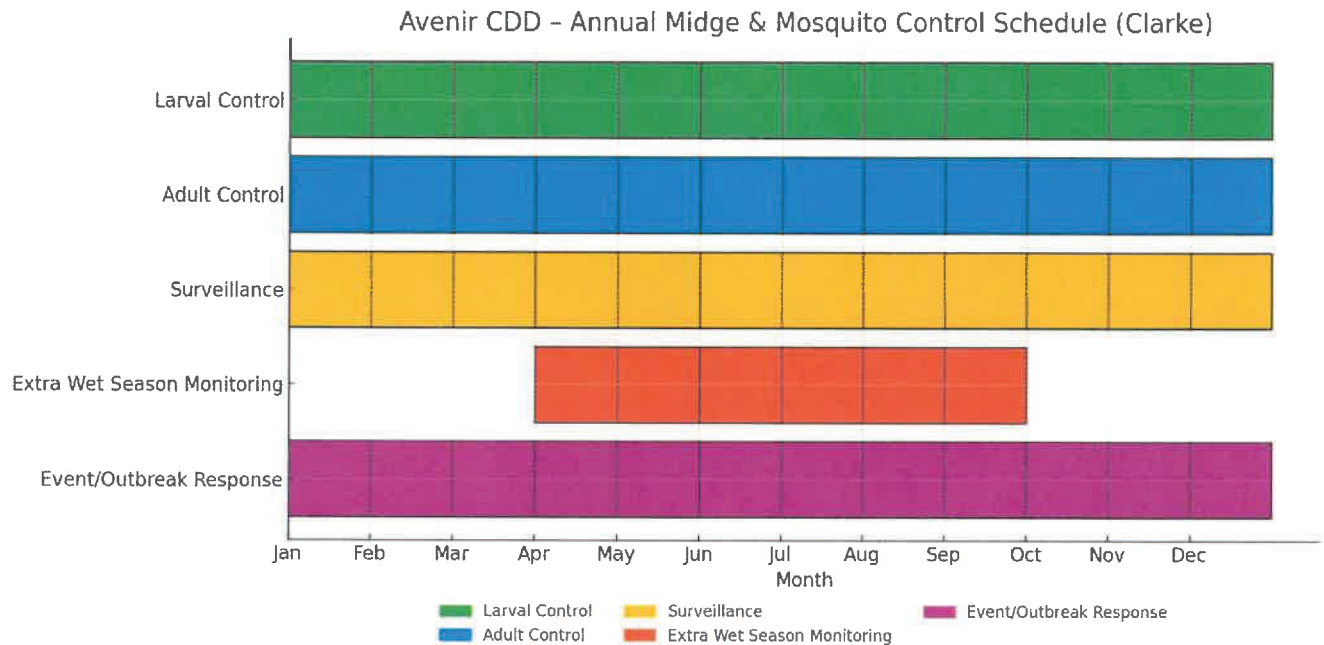
C. Special Event & Outbreak Response

- Clarke will coordinate with Avenir CDD to adjust the service schedule for community events, ensuring nuisance reduction before high-use periods.



D. Reporting & Communication

- Service reports emailed within 72 hours of each visit, detailing locations treated, products applied, weather conditions, and observations.
- Annual summary report delivered at contract year-end, including treatment history, surveillance data trends, and recommendations for the next year's program.



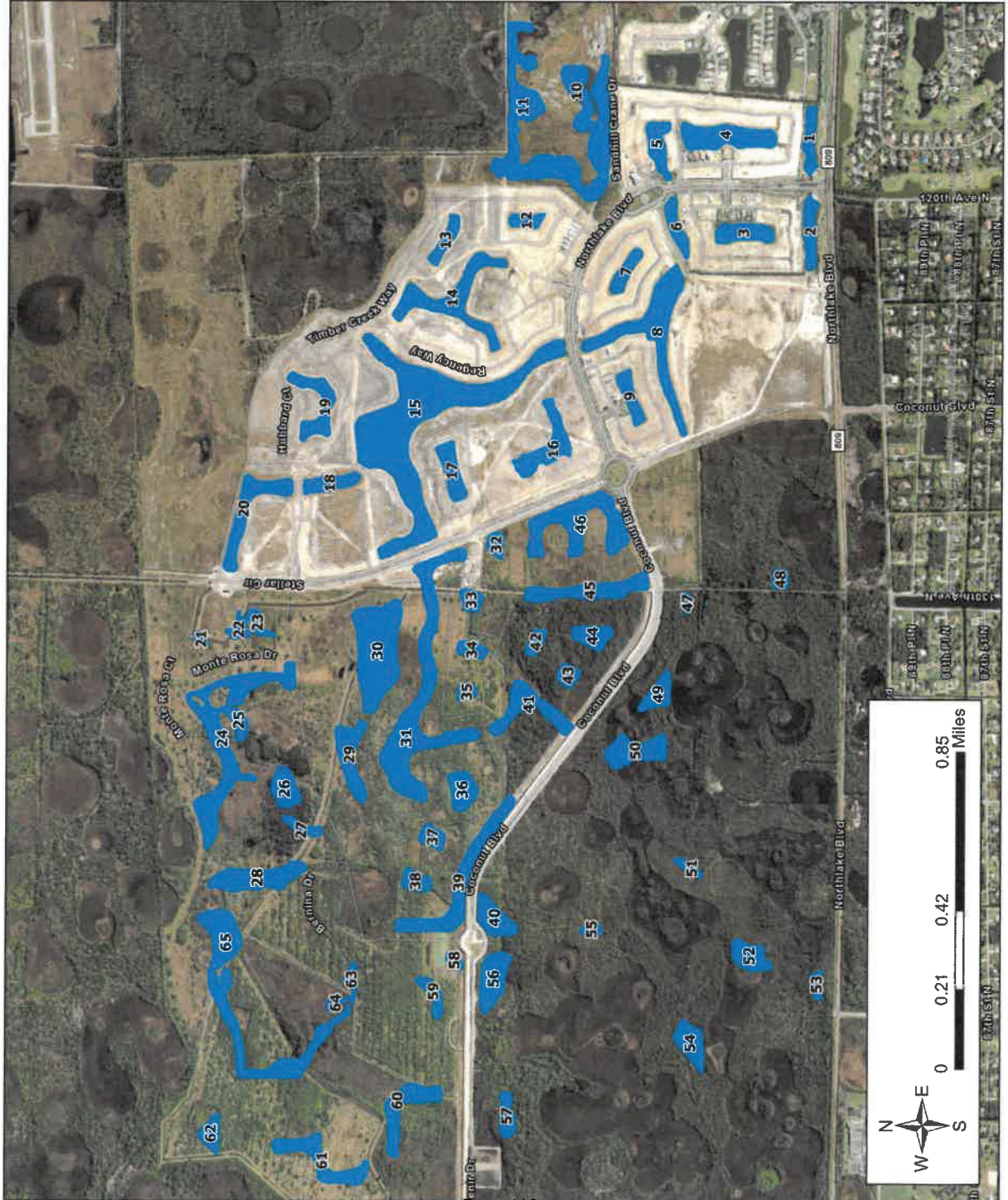
AVENIR CDD

LEGEND

■ MIDGE SITE

DATE: April 10, 2025

WARNING: This document is the property of Clarke Environmental Mosquito Mgmt., Inc. Any unauthorized use of this property will be prosecuted as a theft of labor, services, or property. (Chapter 38, §16-1 and §16-3 of the IL REV. STATUTES)





Clarke Miscellaneous Documents

Signature of Authority
Public Health Licenses
FL State Sunbiz Certificate
Palm Beach County Business Tax Receipt

*Certificate of Insurance available upon request



675 Sidwell Court
St. Charles, IL 60174
630.894.2000 P
630.443.3070 F
www.clarke.com

August 12, 2025

Avenir Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
Jason Pierman – District Manager

RE: Signature of Authority

To Whom it May Concern:

This memo authorizes Darrel Bagiotti signing authority to commit Clarke Environmental Mosquito Management, Inc. for Mosquito and Midge Control Project bid.

Feel free to contact me should you require anything further.

Best Regards,

Mike Muldoon
Vice President and Clarke Officer

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 12, 2022

File No.
PH264827

Expires
October 18, 2025

THE PUBLIC HEALTH PEST CONTROL LICENSE HOLDER NAMED
BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER
388 FOR THE PERIOD EXPIRING: October 18, 2025

ANDREW GENTES
619 INDIANA AVE
SAINT CLOUD, FL 34769

Regular
Aerial Applicator

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

ANDREW GENTES
PUBLIC HEALTH PEST CONTROL LICENSE HOLDER

PH264827

HAS PAID THE FEE REQUIRED BY CHAPTER 388 FOR THE PERIOD
EXPIRING October 18, 2025

Nicole Fried Signature
COMMISSIONER

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
October 3, 2024

File No.
PH0570

Expires
November 30, 2028

THE PUBLIC HEALTH PEST CONTROL LICENSE HOLDER NAMED
BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER
388 FOR THE PERIOD EXPIRING: November 30, 2028

CRYSTAL CHALLACOMBE
1713 REFLECTION LANE
SAINT CLOUD, FL 34771

Wilton Simpson
WILTON SIMPSON, COMMISSIONER

Regular

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

CRYSTAL CHALLACOMBE
PUBLIC HEALTH PEST CONTROL LICENSE HOLDER

PH0570

HAS PAID THE FEE REQUIRED BY CHAPTER 388 FOR THE PERIOD
EXPIRING November 30, 2028

Wilton Simpson
WILTON SIMPSON
COMMISSIONER

Signature

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
February 6, 2025

File No.
PH9009

Expires
February 1, 2029

THE PUBLIC HEALTH PEST CONTROL LICENSE HOLDER NAMED
BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER
388 FOR THE PERIOD EXPIRING: February 1, 2029

FRANK J CLARKE
3036 MICHIGAN AVE
KISSIMMEE, FL 34744

Wilton Simpson
WILTON SIMPSON, COMMISSIONER

Regular

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

FRANK J CLARKE
PUBLIC HEALTH PEST CONTROL LICENSE HOLDER

PH9009

HAS PAID THE FEE REQUIRED BY CHAPTER 388 FOR THE PERIOD
EXPIRING February 1, 2029

Wilton Simpson
WILTON SIMPSON
COMMISSIONER

Signature

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date: December 3, 2024
File No.: PH253323
Expires: December 13, 2028

THE PUBLIC HEALTH PEST CONTROL LICENSE HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 388 FOR THE PERIOD EXPIRING: December 13, 2028

JAMES L LEMAY
671 WOODS DR
LABELLE, FL 33935

WILTON SIMPSON, COMMISSIONER

Regular

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

JAMES L LEMAY
PUBLIC HEALTH PEST CONTROL LICENSE HOLDER

PH253323

HAS PAID THE FEE REQUIRED BY CHAPTER 388 FOR THE PERIOD EXPIRING December 13, 2028

WILTON SIMPSON
COMMISSIONER

Signature

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date: February 14, 2025
File No.: PH208773
Expires: March 15, 2029

THE PUBLIC HEALTH PEST CONTROL LICENSE HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 388 FOR THE PERIOD EXPIRING: March 15, 2029

WILLIAM HENRY CHAMPAGNE
550 GORGAN DRIVE
ORLANDO, FL 32703

WILTON SIMPSON, COMMISSIONER

Regular

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

Date

August 19, 2021

File No.

PH315144

Expires

August 19, 2025

THE PUBLIC HEALTH PEST CONTROL LICENSE HOLDER NAMED

BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER

388 FOR THE PERIOD EXPIRING: August 19, 2025

TONYA DORINDA SELLERS

1501 MAIN AV

PALMDALE, FL 33944

Regular

Nicole Dorinda Sellers

NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

TONYA DORINDA SELLERS

PUBLIC HEALTH PEST CONTROL LICENSE HOLDER

PH315144

HAS PAID THE FEE REQUIRED BY CHAPTER 388 FOR THE PERIOD

EXPIRING August 19, 2025

Nicole Dorinda Sellers

COMMISSIONER

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF LICENSING AND ENFORCEMENT

Date

February 24, 2025

File No.

PH362386

Expires

February 24, 2029

THE PUBLIC HEALTH PEST CONTROL LICENSE HOLDER NAMED

BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER

388 FOR THE PERIOD EXPIRING: February 24, 2029

Nicole Dorinda Sellers

COMMISSIONER

Regular

State of Florida

Department of State

I certify from the records of this office that CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. is an Illinois corporation authorized to transact business in the State of Florida, qualified on February 17, 1983.

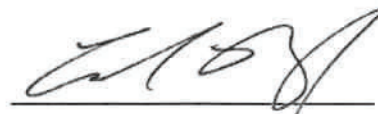
The document number of this corporation is 855574.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 8, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of January, 2025*




Secretary of State

Tracking Number: 9593887898CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

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

****LOCATED AT****

3340 FAIRLANE FARMS RD STE 12 AND 13
WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
PEST CONTROL FIRM	CLARKE	JB173806	B26.626334 07/11/2025	\$66.00	B40134195

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



2 - 236

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT INC
CLARKE
3036 MICHIGAN AVE
KISSIMMEE FL 34744-1210

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201360776
EXPIRES: 09/30/2026

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

SECTION 40

FORM OF PROPOSAL

40.0 PROPOSAL

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

DATE: 8/14/2025

Dear Mr. Pierman:

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

The bidder proposes and agrees, if this proposal is accepted, to furnish all necessary materials, tools, equipment, transportation, and labor to complete the service proposed.

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

The Bidder agrees that, if awarded the Contract, he will sign the Contract Documents within fifteen (15) calendar days of the award of the bid, that he will commence the work on October 1, 2025.

Bidder is licensed as a Contractor to perform the work or services contemplated by this bid and holds License No. PH267838 issued by FL Dept of Ag, Florida, or in the alternative, is qualified by examination of reciprocity to be so licensed to do this work.

BIDDER: Vector Disease Control International, LLC
ADDRESS: 5 Esplanade Ave. Green Cove Springs, FL 32043
BY: Caroline E. Stathion Card Ce St
TITLE: Regional Director



Full-Service Mosquito and Midge Control Program Proposal

Provided to:

Avenir Community Development District, FL

Provided by:

Vector Disease Control International (VDCI)
1320 Brookwood Drive Suite H
Little Rock, AR 72202

Proposal Date: 8/15/2025



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Company History and Purpose

Overview

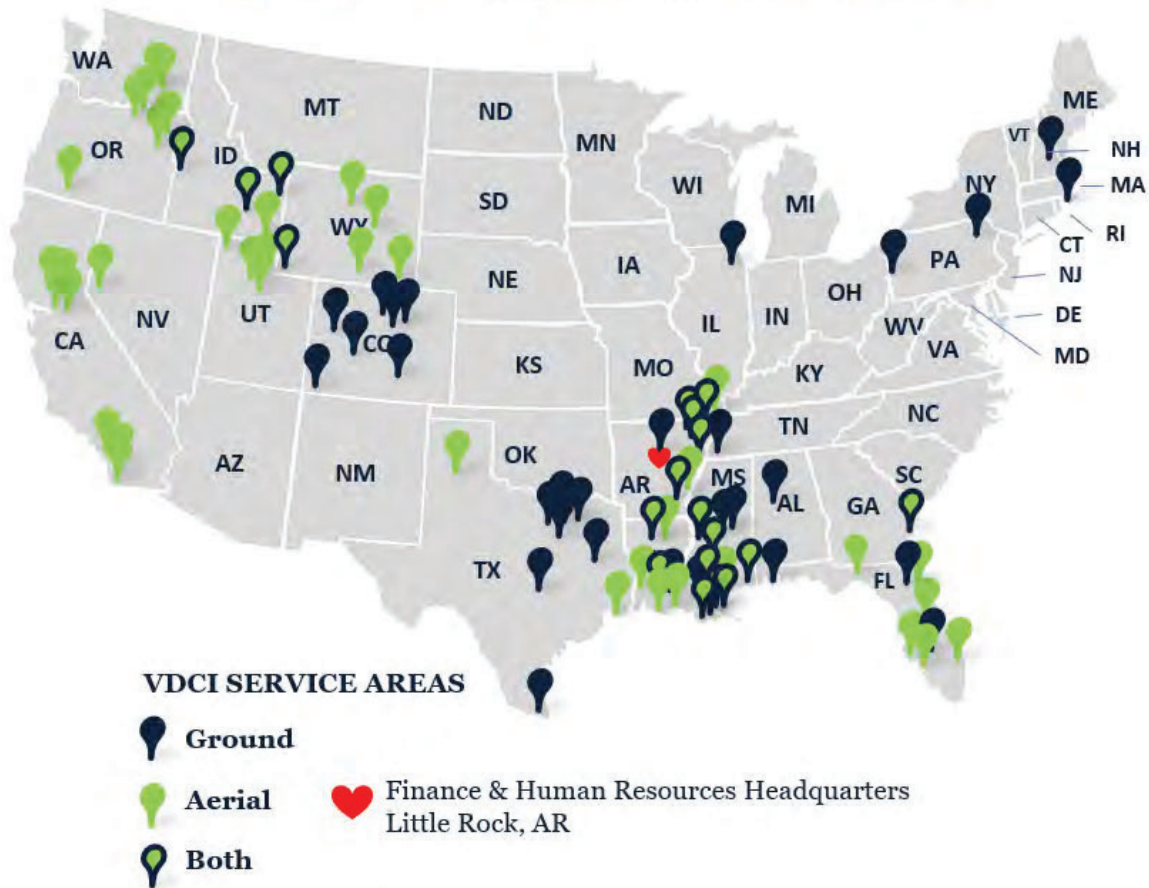
Vector Disease Control International (VDCI) is a nationwide mosquito and midge control service provider, primarily serving municipal and government agencies. As a company, we are committed to providing our customers with the best possible mosquito control service. We believe this dedication is evident at every level of our business operations. VDCI strives to improve the quality of human life in communities through education, surveillance, and controlling mosquitoes and other disease vectors. We are also committed to research and the use and support of application technologies. VDCI is built on the foundations of public health, ethics, professionalism, and technical expertise. At all times, we will conduct business through partnerships with our customers in a manner that protects the environment and the welfare of residents.

Founded in 1992 with a single contract in central Arkansas, VDCI started with the simple idea of providing municipalities with the products and services needed to run effective mosquito control programs. VDCI has now combined with Mosquito Control Services (Est 1985) and has combined company experience of over 67 years. We currently employ over 350 full-time personnel, and over 150 seasonal-based team members. VDCI holds contracts in over 25 states, serving 200+ municipal and government agencies. With over 400 spray trucks and 16 aircraft, we are well-equipped to service the most challenging mosquito control requirements.

Given that it is often impossible to eradicate all mosquitoes due to their behavior patterns, resilient nature and enormous breeding potential, VDCI's goal is to manage mosquito populations within tolerable levels and simultaneously help prevent possible outbreaks of mosquito-borne diseases. To achieve this goal, we use a combination of the most effective methods of controlling mosquitoes, including surveillance, biological control, and insecticides. Inspection of the treatment area, coupled with collections from mechanical traps, enables us to determine which mosquito species are present, their population size, and locations. VDCI's scientific and data-driven approach to mosquito control is a key factor in why we are considered the industry leaders.

Areas of Operation

VDCI Service Areas in the United States



References

Clay County, FL

2018 to Present

Full Integrated Program

477 Houston Street

Green Cove Springs, FL 32043

Annie Sheldon, IFAS Extension Director

(352) 689-4400

aasheldon@ufl.edu

Camden County, GA

2019 to Present

Full Integrated Program

200 East 4th St - PO Box 99

Woodbine, GA 31569

Jared Beaudoin Director of Public Works

(912) 576-3028

jbeaudoin@co.camden.ga.us

Lakewood Ranch CDD-District 2, FL

2023 to Present

Midge Control Program

8175 Lakewood Ranch Blvd

Lakewood Ranch, FL 34202

Lisa Boutote, District Manager

(941) 727-0899

lisa.boutote@lwrtownhall.com

Glynn County, GA

2014 to Present

Full Integrated Program

1725 Reynolds Street

Brunswick, GA 31520

Danny Smith, Public Works Director

(912) 554-7701

Danny.Smith@glynncounty-ga.gov

Baldwin County, AL

2017 to Present

Full Integrated Program

312 Courthouse Sq. Ste. 12

Bay Minette, AL 36507

Roger Rendlemen, County Adm.

(251) 580-2550

Roger.Rendleman@baldwincountyal.gov

Terrebonne Parish, LA

2015 to Present

Full Integrated Program

8026 Main St. 7th Floor

Houma, LA 70360

DavidRome, Public Works Manager

(985) 873-6735

drome@tpcg.org

Del Webb Oak Creek, FL

2023 to Present

Midge Control Program

2970 University Parkway

Sarasota, FL 34243

Sandra Reynolds, Community Manager

(941) 277-5631

SReynolds@AccessDifference.com

St. Charles Parish, LA

1990 to Present

Full Integrated Program

15045 River Road

Hahnville, LA 70057

Matt Jewell, Parish President .

(985) 783-5000

mlj@stchalessgov.net

Personnel Structure and Qualifications

Management Approach

VDCI's senior staff consists of Medical Entomologists and Biologists with managerial experience ranging from five (5) to thirty (30) years in conducting area-wide mosquito abatement. Entomologists, Biologists, and Field Managers work under the direct guidance of the senior staff and discuss the mosquito situation daily. Field managers assign routine tasks to Biologists/Inspectors/Technicians who gather surveillance data, environmental conditions, and other information that allows the team to formulate the appropriate responses to mosquito problems when they arise.

Key Personnel



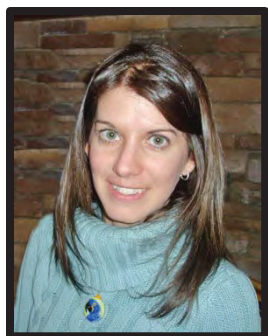
Steven Pavlovich, General Manager, Director of Field Operations

Master of Science / Medical Entomologist – Mosquito Abatement Experience: 30+ years- Coordinates abatement efforts with Entomologists, Biologists and Operations Managers. Provides assistance for services, purchasing, public relations, aerial assignments and technical expertise.



Samuel Stines, Chief Biologist

Bachelor of Science Biologist – Mosquito Abatement Experience: 18+ years– Supervises managerial and Biological Activities, Implements County-wide IPM service strategies. Assist in abatement applications and efficacy testing.



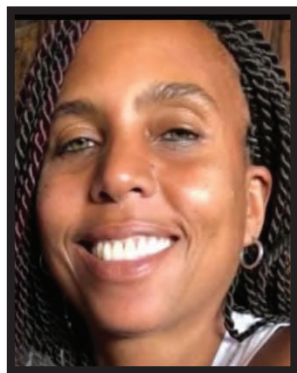
Dr. Caroline Efstathion *Regional Director – Florida*

Doctor of Philosophy/Entomology – Mosquito Abatement Experience: 8 years - Pest Management Experience – 15 years. Licensed director for the state of Florida. Responsible for overseeing all aspects of the mosquito abatement contracts in Florida. Ensures that each program follows best practices for integrated mosquito management by ensuring workers are complying with all laws and labels, directing chemical treatments based on surveillance, observing all safety protocols, maintaining all equipment in good working order, conducting arbovirus surveillance and performing efficacy and resistance testing.



Dr. Peter Obenauer *Technical and Training Manager*

Doctor of Philosophy/Entomology – United States Navy, CAPTAIN (Retired). Navy medical entomologist with 25+ years of experience in mosquito control and surveillance, technical guidance, overseas mosquito disease research and fostering global industry agreements. Responsible for the development of training protocols, SOPs, and public relations.



Lita Honsby- *Florida District Manager*- Bachelor of Science in Biology –

Mosquito Abatement Experience: 10 years -Pest Management Experience – 17 years. She is the District Manager for Florida and assists the regional director in overseeing all program operations, including disease response cases, and conducts resistance testing on all products. She ensures compliance with protected areas and endangered species regulations. She is also our aquatic expert and the region's drone pilot. Her licenses include Mosquito Control Florida Director's Certification, Public Health Pest Control license, Aquatic Weed Control, Natural Areas Weed Management, Right of Ways, and US DOT FAA Remote Pilot UAS certificate.



Darien Williston-*Florida Contract Manager* –Mosquito Abatement Experience: 8

years; Local manager responsible for management of county integrated mosquito program. This includes identifying larval and adult mosquitoes, promptly addressing service requests within two workdays, ensuring timely vehicle and equipment maintenance, and conducting encephalitis surveillance tasks such as gravid and CDC trap placement/collection. His role involves evaluating subordinates' performance, delegating larviciding assignments, managing truck-based adulticiding operations, and conducting post-treatment inspections to assess insecticide effectiveness. He maintains records per the Department of Agriculture, calibrates spray equipment, and ensures proper mixing of chemicals.



May Pivarnik- Florida Biologist - Mosquito Management Experience- 7 years; Responsible for all overseeing resistance testing for all Florida contracts. Additionally, she oversees disease response cases and works with local staff on response. She also performs identification of larval and adult mosquitoes, creates educational PowerPoints and resource material and gives educational presentations to community outreach programs.

Project Description

Vector Disease Control International (VDCI) will conduct a comprehensive Integrated Mosquito and Midge Management Program (IMMMP) for the Avenir Community Development District. Vector Disease Control International will employ established IMMMP principles and practices to dramatically reduce the number of larval and adult mosquitoes in the community. These principles and practices are based on a sound Integrated Pest Management (IPM) framework.

Monitoring and suppression of larval and adult mosquitoes, as well as midges, will be based on an environmentally focused, least-toxic approach that utilizes a combination of cultural, biological, and chemical controls to target and reduce all mosquitoes and midges, including potential disease-vector populations and nuisance species. This approach is economically feasible, with an emphasis on minimizing chemical adulticide applications.

VDCI's Knowledge of Florida Mosquitoes and Response to Disease Outbreaks

Mosquitoes are important disease vectors throughout the State of Florida. Outbreaks of Zika and Dengue in the state have recently renewed concerns about other vector-borne diseases. Malaria was once widespread during the last century and while it was eradicated in the early 1950's, imported malaria cases always remain a concern since the malaria mosquito vector, *Anopheles quadrimaculatus*, is abundant throughout the state. In 2023, 7 locally acquired cases of malaria were confirmed for the first time in Florida in 20 years. Florida's semitropical climate provides an ideal environment for mosquitoes to breed. In fact, Florida has more species of mosquitoes compared to any other state in the Union. Currently, there are 13 genera, 22 subgenera and 85 species and subspecies in Florida. Many of these species have been introduced in the last twenty years. Consistent mosquito surveillance remains paramount for early disease detection and control measures.

VDCI currently operates in 14 counties throughout Florida. Moreover, VDCI maintains a contract with the Florida Department of Agriculture and Consumer Services for emergency services after hurricanes or vector disease outbreaks. Our relationship with the State of Florida is close, in fact our regional director, Dr.

Efstathion, previously work for FDCAS as a mosquito control outreach specialist in the Entomology and Pest Control Section.

The VDCI team has helped countless municipalities through every step of a responsible mosquito control plan. This preparation provides more time for the community to focus on the unexpected and natural results of a disaster that cannot be planned for in advance. Our team assists with local, state, and government coordination and other challenging aspects of emergency response mosquito control - such as navigating FEMA funding or preparing for community and media questions. VDCI has a long history of conducting emergency aerial and ground applications in response to disease outbreaks or natural disasters. Below is a summary of acres treated in natural disaster situations.

<u>Year</u>	<u>Acres Treated</u>	<u>State</u>	<u>Event</u>
2023	~1 Million	CA	Emergency Flooding
2022	~1.1 Million	FL	Hurricane Ian
2021	~1.6 Million	LA	Hurricane Ida
2020	~2 Million	LA	Hurricane Laura & Delta
2018	~1 Million	NC	Hurricane Florence
2018	~6 Million	FL	Hurricane Michael
2017	~2 Million	FL	Hurricane Irma
2017	~2 Million	TX	Hurricane Harvey
2014	~.5 Million	TX	West Nile Virus Outbreak
2012	~1 Million	FL	Tropical Storm Debby
2012	~.5 Million	LA	Hurricane Isaac
2011	~.5 Million	NC/PA	Hurricane Irene
2008	~2 Million	Multiple	Hurricane Ike
2008	~1.5 Million	Multiple	Hurricane Gustav
2005	~2 Million	Multiple	Hurricane Katrina
2005	~1 Million	Multiple	Hurricane Rita
2004	~5 Million	FL	Multiple Hurricanes

Performance Requirements

VDCI will maintain current licensing and certifications to perform commercial mosquito and midge control services in the State of Florida.

Vector Disease Control International, LLC is currently licensed and will maintain licensing to perform commercial mosquito and midge control services in the State of Florida.

VDCI will meet all Federal, State and Local requirements for storage, transport, dispensing and disposal of all products including pesticides.

Additionally, VDCI, will:

1. Warrant that all services provided will be in a professional and businesslike manner.
2. Comply with all aspects of the United States Department of Labor and the Occupational Safety and Health Administration's regulations concerning the hazards of the chemicals utilized in performance of the specification.
3. Provide entire labor staff directly, not through subcontractors, which staff shall have appropriate pesticide training and certification.
4. Provide telephone, facsimile and email communications capabilities.
5. VDCI will comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the Community's safety regulations while on any Community property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give Community the right to terminate this agreement for cause.
6. VDCI will certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program).
 - A. VDCI will not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - B. VDCI will not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - C. At the time of signing this public contract for services, VDCI has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in the E-Verify Program.
 - D. VDCI will not use either the E-Verify Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

7. Provide all employees extensive classroom and field training on issues pertaining to; Pesticide and Applicator Laws and Regulations, Pesticide Labels and Labeling, Pesticide Use, Applicator Safety, Public Safety, Environmental Protection, Integrated Pest Management, Integrated Mosquito Management, and Equipment Use and Calibration.
8. Provide all employees with training on all pertinent OSHA regulations. Employees will be instructed on the required Personal Protective Equipment (PPE) for each product, its use, care, and disposal. Employees will receive instruction on what to do in case of an emergency including and not limited to; spill procedures, vehicular accidents, personal injury, West Nile virus prevention, environmental protection, and public safety. This training will include spill prevention, cleanup and disposal, and chain of command notification requirements.
9. Provide each employee VDCI company shirts so that they can be clearly identified as Mosquito Control Technicians by residents and County officials.
10. All vehicles are owned by VDCI and commercially insured under VDCI's master commercial automotive policy. All vehicles will be clearly marked with the company's name, town, state and telephone number. No private vehicles will be used. All employees will have proper ID at all times while in the field.
11. All company vehicles used for pesticide applications are trucks, with pesticides being stored and secured in the truck bed separate from the passenger compartment.
12. All trucks are equipped with a correctly rated fire extinguisher, current Safety Data Sheets for all carried products, current labels for all carried products, employee first aid kit, and chemical spill/recovery kit.
13. Provide Labels and SDS for all products used by the company upon request.
14. Provide General Liability/Auto/Workers Compensation insurance policy as required, with a minimum comprehensive of \$1 million per occurrence general liability, claims-made policy, including chemical and pollution coverage.

Approach for Surveying of Mosquito Infestation

Larval Mosquito Surveillance

The purpose of inspection and surveillance in a mosquito control program is to define the problem in terms of type, extent, and location. Since the problem is biological, it is dynamic and requires almost constant input and analysis of data. This information-gathering effort is directed to both mosquito larvae and adults, but while the techniques and objectives employed in tracking these life forms differ considerably, VDCI has the professional and technical expertise to perform these duties.

Mosquito Larvae

Our larval inspection program aims to locate, map, and catalog active mosquito breeding sites. Although it is an ongoing process, the long-range goal of this program phase is to locate and record all major canals and marsh breeding sites in Avenir. This information makes it possible to quickly return to breeding sites following a rainfall event and effect control. It is, quite simply, a technique that makes the overall program more effective and efficient.



At the request of Avenir Community Development District, VDCI's larval surveillance efforts will be focused on the following potential breeding sites:

Permanent Water sites consist of habitats that remain inundated for an extended period of time. These sites include lakes, rivers, retention ponds, swamps, bottom lands, etc. Permanent water sites will be inspected routinely throughout the mosquito breeding season. These areas can produce large numbers of various species of mosquitoes such as *Culex spp.*, *Anopheles quadramaculatus*, *An. crucians*, and *Coquilletidia perturbans*.

Temporary Floodwater is standing water that may exist for short periods after high water or rainfall. Examples of this habitat would include bottom lands, woodland pools, swales (low areas), irrigated pastures, drainage ditches, tire ruts, and sub-water. Large numbers of mosquitoes can be produced in a short period of time from these sites. These areas will be inspected for larvae as soon as possible after every substantial rainfall. Mosquitoes expected to be found at these sites include *Aedes vexans*, *Aedes canadensis*, *Psorophora columbiae*, *Ps. howardii*, *Ps. ciliata*, *Ps. ferox*.

Artificial Containers/Tree Holes/Ornamental Plants are considered one of the most troublesome problems a mosquito control operation faces. Artificial containers may occur throughout the control area and produce mosquitoes in every backyard. Anything that holds water can produce artificial container species. Old tires, cans, bottles, buckets, cups, pet water bowls, birdbaths, gutters, and swimming pools are some of the more common artificial containers. From this type of habitat comes some of the most troublesome pest species. Some species that occur in artificial containers include *Aedes albopictus*, *Ae. Aegypti*, *Cx. restuans*, *Cx. erraticus*, *Ochlerotatus triseriatus*,

Orthopodomyia signifera, and *Toxorhynchites rutilus septentrionalis*. As private and public properties are inspected, container habitats will be checked and removed/emptied as needed.

Septic Water Habitats occur when water holding areas become polluted with high organic matter levels. This habitat includes oxidation ponds, ditches with sewage discharge or runoff from decaying plant or animal life, and wastewater treatment plants. Septic water can often produce the most significant number of mosquitoes per area unit. *Culex quinquefasciatus* and *Cx. restuans* are often the most common species found in this habitat and are also the primary vector for West Nile virus in the United States. Routine management of this habitat type enhances the control of arboviral vectors and is vital to the public's health.

Storm Drains and Catch Basins occur throughout urban areas and can breed numerous mosquito species. Of primary concern in these habitats is *Cx. quinquefasciatus* and *Cx. restuans*, the primary vectors of West Nile virus. Although all catch basins may hold water at some point, not all are sites of prolific mosquito breeding. Improper drainage, poor design, and amount of rainfall can all contribute to the number of mosquitoes produced in catch basins. Storm drains and catch basins will be visually assessed for mosquito breeding and where appropriate treated.

Identify Sites

The inspection for and mapping of mosquito breeding sites will be aided by Global Positioning System (GPS) and GIS technology. Hand-held Field and Truck-Mounted Tablet Computers will allow crews to record breeding locations precisely and will guide the return visit and re-inspection of the site. These systems will be combined to create a database of mosquito breeding sites. VDCI intends to employ four of these devices to record and identify sites. The resulting data will then be used in determining larvicide and adulticide needs as well as in evaluation of said treatments.

Site Inspections

Inspection of mosquito breeding sites will be conducted weekly, addressing all known or suspected locations routinely as directed by rainfall, tidal movement, and mosquito activity trends. Inspections will be performed using standard mosquito survey techniques. Representative samples will be collected and identified to genus; fourth instar larvae will be identified to species whenever possible. Records of these inspections will show larvae density as a series of ranges per dip. Additional data such as water depth, water type, larval genus, developmental stage and treatment type will also be recorded when pertinent. The resulting data will determine the needed larviciding and adulticiding response.

Since rainfall is a major factor in hatching floodwater mosquito eggs, data on rainfall events is essential. This information, used to guide inspectors to mosquito breeding areas most likely to be flooded, will be collected each week from various rain gauges located in representative sites throughout the community.



Observing plant type as an indicator of both positive and potential mosquito breeding locations may provide supplemental larval surveillance direction.

Adult Mosquito Surveillance and Disease Testing

Our programs strive to use scientific guidance for our operations prior to any chemical applications, and we rely on several industry-standard surveillance traps to obtain this data. Since different mosquito species are attracted to different trap types, using a variety of traps allows us to ensure we are capturing the full diversity of mosquito species within the community. Below is a description of the traps we recommend for Avenir and the rationale behind their purposes, which will ideally help you understand how we determine when and where spray missions are needed to protect your citizens. Traps will operate weekly throughout the year.



CDC Light Trap:

Experience has shown that light traps are an efficient and productive means of collecting mosquitoes, both in consideration of the numbers of individuals captured and the diversity of species represented. Most often host-seeking females are collected in these traps who are attracted to the trap by the light and carbon dioxide (CO₂), which simulates the exhaled respiratory gases of birds or mammals. These traps are also used to establish baseline levels for any emergency mosquito control work and are required by the Florida Department of Agriculture and Consumer Services (FDACS). We will utilize three (3) CDC traps throughout the Community.



BG – Sentinel Trap:

BG Sentinel traps target daytime feeding mosquitoes, such as *Aedes aegypti* and *Ae. albopictus* when supplemented with the BG lure. These traps are the industry standard for collecting these two domestic disease vectoring species since they are not readily attracted to light traps. We will use **two** (2) BG Sentinel Traps throughout the Community.



Gravid Trap:

Gravid traps are best for collecting vector mosquitoes for disease testing, such as *Culex* species. These traps use an infusion water that attracts female mosquitoes looking for a place to oviposit (lay eggs) and they are collected in the trap. Since these mosquitoes have taken a blood meal already, they are more likely to be infected with a virus and collected females are sent off to be tested for West Nile virus and Eastern Equine Encephalitis virus. Three (3) Gravid Traps will be utilized throughout the Community.



Ovitrap or Little Black Jar:

Ovitrap will be used to assess the adult populations of container breeding *Aedes* mosquitoes. These devices, which capture the eggs of several *Aedes* mosquitoes, including the vectors for Dengue and Zika, *Ae. aegypti* and *Ae. albopictus*, act as a supplemental surveillance technique for these mosquitoes since they are not readily attracted to light traps. Six (6) of these ovitraps will be used throughout the Community.

Disease Testing:



Mosquito Pool Testing

A subsample of mosquitoes captured in the gravid and light traps will be sent to the Research Associates Laboratory to test for the endemic viruses, West Nile and Eastern Equine Encephalitis (EEE). Sample results are typically reported back in 24 to 48 hours once they arrive at the lab. Test results will be reported monthly. Additionally, if there are travel related or locally acquired cases of an exotic, such as Dengue, Zika, Chikungunya or Yellow Fever, reported within the County, vector mosquito species, *Aedes aegypti* and *Ae. albopictus* collected from BG Sentinel traps will be sent to test for these viruses.



Virus Case Response

VDCI will activate our expanded disease protocol upon notification of a human mosquito borne disease case within Avenir, a domestic animal case (horse/donkey/emu), a positive mosquito sample or a sentinel chicken positive for viral antibodies. We will notify the Community immediately and, upon authorization from the Community, shall enact a viral transmission suppression plan. Every disease case is unique and depending on whether the virus is endemic or exotic will require specific procedures, however the basic protocol will be as follows. The vicinity of a human case, trapping site, or animal, or chicken coop location will

serve as the epicenter from which inspection, sampling, and control efforts will radiate. Personnel will be assigned to inspect the immediate area surrounding the epicenter and to continue outward for an approximate five city block area depending upon the geographic location, the topography, and the surrounding conditions. The purpose of the search will be to locate vector mosquito (*Culex quinquefasciatus*, the Southern House Mosquito, *Aedes aegypti*, the Yellow Fever Mosquito and/or *Aedes albopictus*, the Asian Tiger) breeding sites. Source reduction will be performed by dumping out water from any containers. If water cannot be eliminated, then water with larvae or standing water that can allow breeding will be treated with larvicide or by releasing mosquito fish. While the exact address of the infected person, trapping site, or animal location will not be divulged, residents in the area will be made aware that there is a heightened potential for infection in their neighborhood and that personal protection and yard sanitation is required. This will be done by distributing door hangers and other informative literature within an approximate five city block radius of the epicenter. During the evening hours, truck mounted sprayers will be assigned to spray the area radiating from the epicenter in an effort to reduce the vector population below the critical level as noted in the expanded surveillance portion of this proposal. The efficacy of this operation will be determined using Gravid Traps and/or other suitable trapping methods. Specimens collected will be submitted to a Research Associates Laboratory and/or tested in-house. Elevated control efforts will continue until follow-up samples test negative and vector mosquitoes are below threshold population levels.

Mosquito Surveillance Reporting

All reports will be submitted in the manner described below:


Monthly Reports:

The monthly activity report will include information on adulticide and larvicide activities, including month to date and year to date totals, encephalitis monitoring results, light trap/landing rate data, and citizen complaints. Ground adulticiding data will include the areas sprayed, total number of miles treated, truck nights, and name of chemical used. Larviciding data reported will include the mosquito breeding areas sprayed expressed as square feet of surface water and the name of the biochemical used. Service request/citizen complaint report will show the numbers of each type of request (adulticide, larvicide, pools, and minnows) as well as a list of requests received and their response.

A brief narrative will accompany the report documents summarizing the mosquito population, control efforts, and any unusual conditions or viral activity, if applicable.

Annual Reports:

VDCI will submit an annual report summarizing the conditions, data collected and control operations performed during the year. Some examples of our reports are shown below:



Larval Surveillance Report

Start Date: 08/01/2023 **End Date:** 08/31/2023

Clay County

Date	Site Name	Habitat	No. Dipped	Larvicided	Mosquito Species	No. ID'd
13S-Clay						
08/10/2023	Haymon Ave	Swamp		No		
08/10/2023	Penny Rsd	Ditch		No		
08/31/2023	Hoffman Larv	Marsh	0	No		
08/31/2023	Penny Rsd	Ditch	0	No		
<i>Total Site Inspections in 13S-Clay:</i>						4
15S-Clay						
08/31/2023	Shedd Rd Swamps	Swamp	0	No		
<i>Total Site Inspections in 15S-Clay:</i>						1
16S-Clay						
08/31/2023	Co Rd 209b	Roadside Ditch	0	No		
<i>Total Site Inspections in 16S-Clay:</i>						1
17S-Clay						
08/02/2023	Cove Ct	Temporary Standing Water	1-10	Yes		
<i>Total Site Inspections in 17S-Clay:</i>						1
8N-Clay						
08/04/2023	N Lakeshore Dr	Roadside Ditch	11-50	Yes		
08/04/2023	Southshore Ditch	Ditch	1-10	Yes		
<i>Total Site Inspections in 8N-Clay:</i>						2
9N-Clay						
08/31/2023	Pond 1	Retention Pond	0	No		
08/31/2023	Pond 4	Retention Pond	0	No		
08/31/2023	Pond 3	Retention Pond	0	No		
08/31/2023	Pond 2	Retention Pond	0	No		
<i>Total Site Inspections in 9N-Clay:</i>						4
<i>Total Inspected:</i>						13

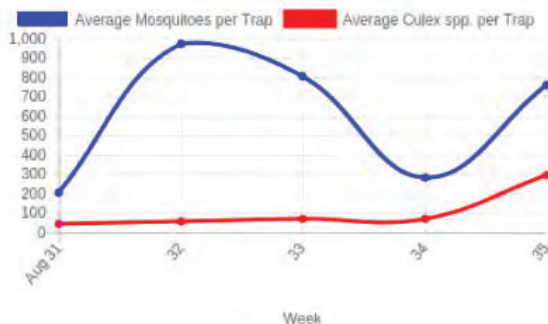
2023 Clay County Trap Composite Data

Total number of trap/nights set: 181
 Total number of mosquitoes collected: 3,040.0
 Average mosquitoes per trap/night: 16.8
 Average Culex per trap/night: 3.0

Species collected and abundance:

<i>Aedes albopictus</i>	30.0	1.0%
<i>Aedes atlanticus</i>	417.0	13.7%
<i>Aedes spp.</i>	99.0	3.3%
<i>Aedes vexans</i>	180.0	5.9%
<i>Anopheles crucians</i>	667.0	21.9%
<i>Coquillettidia perturbans</i>	42.0	1.4%
<i>Culex erraticus</i>	23.0	0.8%
<i>Culex nigripalpus</i>	208.0	6.8%
<i>Culex quinquefasciatus</i>	303.0	10.0%
<i>Culiseta melanura</i>	87.0	2.9%
<i>Mansonia titillans</i>	72.0	2.4%
<i>Psorophora ciliata</i>	5.0	0.2%
<i>Psorophora columbiae</i>	708.0	23.3%
<i>Psorophora ferox</i>	199.0	6.5%

Seasonality



Genus Proportions:

Genus	Number	Percent of Total
<i>Aedes/Ochlerotatus</i>	726	23.9%
<i>Anopheles</i>	667	21.9%
<i>Culex</i>	534	17.6%
<i>Culiseta</i>	87	2.9%
Other	1,026	33.8%



■ *Aedes-Oc*
■ *Anopheles*
■ *Culex*
■ *Culiseta*
■ Other

Mosquito Landing Rate Data

Start Date: 08/02/2023 End Date: 08/04/2023

Clay County

Municipality	Date	Location	Time	Duration (In Minutes)	Mosquito Species	No. Collected
8N-Clay Collections						
	08/04/2023	N Lakeshore Dr	9:49 AM	1	<i>Anopheles crucians</i>	3.0
8N-Clay Total Mosquitoes:						3.0
Putnam Collections						
	08/02/2023	Keuka Rd	12:25 AM	0	<i>Anopheles crucians</i>	6.0
	08/02/2023	Hickory Ln	9:11 AM	1	<i>Culex nigripalpus</i>	3.0
	08/02/2023	Richardson Ln	10:20 AM	1	<i>Psorophora columbiae</i>	10.0
	08/03/2023	Hickory Ln	7:26 AM	1	<i>Anopheles crucians</i>	2.0
	08/03/2023	Richardson Ln	8:19 AM	1		
	08/03/2023	Point Louisa Rd	9:20 AM	1	<i>Anopheles crucians</i>	3.0
	08/03/2023	Keuka Rd	9:58 AM	1	<i>Culex nigripalpus</i>	10.0
Putnam Total Mosquitoes:						34.0
Overall Total Mosquitoes Collected:						37.0

Mosquito Identification Experience & Equipment

VDCI and its affiliated companies have had considerable first-hand experience in disease surveillance and suppression. Over the last two decades in providing encephalitis surveillance and suppression for our clients, VDCI discovered that the virus for West Nile can be active year-round in the southern region. In response to this, we provide surveillance for West Nile Virus, Eastern Equine Encephalitis, and St. Louis Encephalitis in each our southern programs year around and not just during the peak mosquito season.

Mosquito Identification is a standard process in VDCI's Integrated Mosquito Management (IMM) programs. Please refer to the report graphics provided above in the "Adult Mosquito Trapping & Reporting Experience" section. As this report shows, we provide our customers with a report that includes not only the total count of each trap, but also an identification overview of the specific mosquito species.



Methodology for Subsampling Large Mosquito Catches

VDCI biologists typically identify each of the specimens collected in adult mosquito trapping program individually and to species. If, however, a collection for a unique site is extremely large and contains more than an estimated 500 individuals, then the taxonomist will calculate the amount and make of the collection using a sub-sample. This will be done by dividing the collection into four equal parts, counting and identifying each of the individuals in one of the four parts and then multiplying the resultant data obtained from the individual part by four to estimate the species composition and density in the collection. This is a more accurate method than what is recommended by scientific research (Jaworski et al., 2019; *Comparative analysis of subsampling methods for large mosquito samples*).

Approach to Mosquito Larvicide Program

VDCI and its affiliated companies conduct comprehensive and dynamic Integrated Pest Management (IPM) programs that rely on scientific evidence and justification for all chemical applications. This ensures we are acting conscientiously to protect human health and quality of life while minimizing any unnecessary harm to the environment and non-target organisms. Using the mentioned surveillance data, citizen requests, and extensive knowledge of the region we can then implement the following actions to manage mosquitoes in their aquatic, juvenile stages.

VDCI will perform random Quality Control field checks of previously inspected and/or treated larval sites. Quality Control inspections will be conducted regularly to ensure technician performance and pesticide efficacy. The Operations Manager or designated Quality Control Technician will also review data sheet entries to verify that sites are being inspected in accordance with site status and that larval control products are being applied according to habitat and water source information. Operational maps will be ground-verified to ensure accuracy and data collection will be screened prior to final submittal, in order to eliminate input error. It is understood the use of larvicide/pupacide mineral oils represents a less than timely application and VDCI will have a target usage of less than 5% of area treated.



The preferred and first line of defense in our program is larviciding. Using predictors such as rainfall, temperature, species seasonality, etc., our inspectors search for and proficiently find breeding habitats. After accessing multiple factors, such as, mosquito life cycle stage, organic composition of the breeding site, and most importantly the ecosystem and non-target organisms which could be impacted by our course of action, we select the most appropriate control method. These methods are described below.

Catch Basin Treatment Approach

All catch basins will be treated with a 30-day residual catch-basin briquet throughout the mosquito season. This EPA-approved product will be applied at a rate of one briquet/basin on a 30-day cycle. For each basin that is treated, a GPS point will be recorded via a handheld Garmin.

Chemical Control Approach

Methoprene

Residual Control Agents Methoprene or Altosid is an insect growth regulator which prevents the larvae of mosquitoes from becoming adults by imitating the insects' natural juvenile hormone. Methoprene can provide extended control in permanent water, as well as temporary breeding pools and is also low in toxicity to non-target organisms. VDCI plans to utilize Methoprene products in breeding sites, such as catch basins, septic sites and permanent water sites suited to its use.

Biological Control Approach

In areas of the County where chemical larvicides are not approved or are environmentally sensitive, VDCI will utilize a number of biological control initiatives. They include the following:

Bacillus thuringiensis israelensis (Bti) and *Bacillus sphaericus*

In areas where the use of mosquitofish is not advisable, but where larviciding is practical, application of naturally occurring bacteria such as *Bacillus thuringiensis israelensis (Bti)*, *Bacillus sphaericus* (BS H5a5b) will be used. *Bacillus thuringiensis israelensis (Bti)* was discovered in 1976 in a riverbed pond in Israel. This gram-positive, spore-forming aerobic bacterium produces toxins during sporulation. Once ingested by the mosquito larva, these toxins bind to the midgut (stomach) lining, destroying it and leading to mosquito death within 24 -48 hrs. *Bacillus sphaericus* is very similar to *Bti*, however can provide better residual activity in organically enriched habitats compared to its cousin.

Approach to Mosquito Adulticide Program

The primary means of applying EPA-approved chemicals from ground level to control adult mosquitoes will be via vehicle-mounted ultra-low volume (ULV) sprayers. Vehicles each outfitted with gas-powered ULV sprayers with flow control systems that use ground speed sensors to adjust the chemical flow rate to the vehicle speed with three pre-programmed rates will be used.

Except for ATV's and off-road vehicles, sprayers will be fitted with GPS control devices that will be linked to an onboard, in cab, computer system for operation and data recording. Each spray vehicle will be equipped with a map and tracking system to report time, location, speed and vehicle direction, as well as indicating when the sprayer was actively spraying and when it was not spraying. Records generated will be available for inspection by the Community staff during normal business hours. These vehicles will also be outfitted with a communication system, so the driver may contact the Night Supervisor and/or Program Manager. All spray vehicles will be marked for identification.



When directed by the County, VDCI will provide spray operations during certain holiday celebrations or gatherings to knock-down adult populations. The exact area to be sprayed from the ground for control of adult mosquitoes must be determined by the extent and duration of the problem encountered as indicated by the surveillance phase of this program and the necessity to reduce the mosquito population to acceptable levels. The Operations Manager will be responsible for scheduling and communicating with the staff assigned to operate the adulticide night trucks. Based on the Board of Health's recommendation, we will initiate truck mounted ULV applications, weather permitting. All chemical applications will be applied in accordance with the label and thereby the law. The pesticides used will be limited to those approved by Federal Environmental Protection Agency (EPA) and include products such as Permanone 30-30, Mosquito Mist and Fyafanon, and in the case of Barrier Treatments; Talstar, Suspend, and Bifenthrin.

Approach to Midge Control Program

Adult Midge Surveillance

Managing Midge Fly populations to acceptable levels requires an integrated approach between larval applications for immatures, chemical applications to eliminate adults, and surveillance to ascertain if the treatment is effective. Surveillance is the key to quantifying whether the chemical applications are effective.

Once a problem is diagnosed, a chemical application is made, after which adult surveillance is carried out to monitor adult populations. Once a certain threshold for adult midges is met, then truck-based applications can take place to reduce numbers back to acceptable levels.

The following trap will be used throughout the Community.



New Jersey Light Trap

New Jersey light traps work by having a high watt light source housed in the metal frame, with a powerful fan underneath. Since adult midges are strongly attracted to light they fly towards the trap and get pulled by the fan into a collection jar. VDCI proposes collecting specimens from two traps weekly located at strategic placements around the community.

Aerial Larval Drone Control

VDCI proposes to provide a drone-based larval abatement application to large ponds located in the community with EPA-approved Strike® Midge Control Pellet product. VDCI will perform several applications throughout the year, as guided by surveillance around the perimeters of pond in order to ensure effective suppression of the midge population throughout the season.



Drones (UAVs) have a great number of advantages over traditional applications with fixed-wing aircraft. The drone will be operated at a maximum height of 20-40 feet above the water and flies at much slower speeds than fixed-wing aircraft. This method of operation minimizes the risk of potential injuries/incidences and increases multiple safety factors for the customer. Due to a quadcopter UAV's ability to maneuver precisely in any direction and speed, it offers the unique ability to provide precision application of the product. This ensures the highest level of efficacy and also significantly decreases the risk of any chemical drift or

misapplication. Our UAVs are battery powered which allows them to be much quieter and mechanically simpler than aircraft. The drone is primarily operated through AI-pathing which increases the accuracy and consistency of the product application as well. A highly trained and FAA-certified pilot will be the primary operator of the UAV. Additionally, a trained Visual Observer (VO) will be on-site to assist the Pilot-In-Command (PIC).

Larvicide Spray Control

For smaller ponds, larval treatments will be conducted and applied via ATV and/or backpack using 30-day residual products such as Strike® Midge Control Pellet or Vectobac 12AS liquid.

Adult Midge Reduction

When adult midge populations do exceed acceptable thresholds, a chemical application will be made. Truck-based chemical applications are an important part of any Integrated Pest Management (IPM) program for midges, but should not be the focal point. Rather, it is meant to supplement larviciding efforts for optimal program effectiveness. The primary means of applying chemicals from ground level to control adult midge will be via vehicle-mounted ultra-low volume (ULV) sprayers. A vehicle outfitted with heavy duty ULV sprayers equipped with flow control systems that use ground speed sensors to adjust the chemical flow rate to the vehicle speed with three pre-programmed rates will be used. Spray vehicles will be fitted with GPS control devices that will be linked to an onboard, in cab, computer system for operation and data recording. Each spray vehicle will be equipped with a map and tracking system to report time, location, speed and direction, and indicate when the sprayer was actively spraying and when it was not.

VDCI plans to rotate chemicals for ULV truck-based adulticiding. Using different active ingredients is crucial towards maintaining an effective approach. Since midge generation cycles are rapid, they can start to develop resistances after only a few pesticide application cycles. In order to continue to see effective

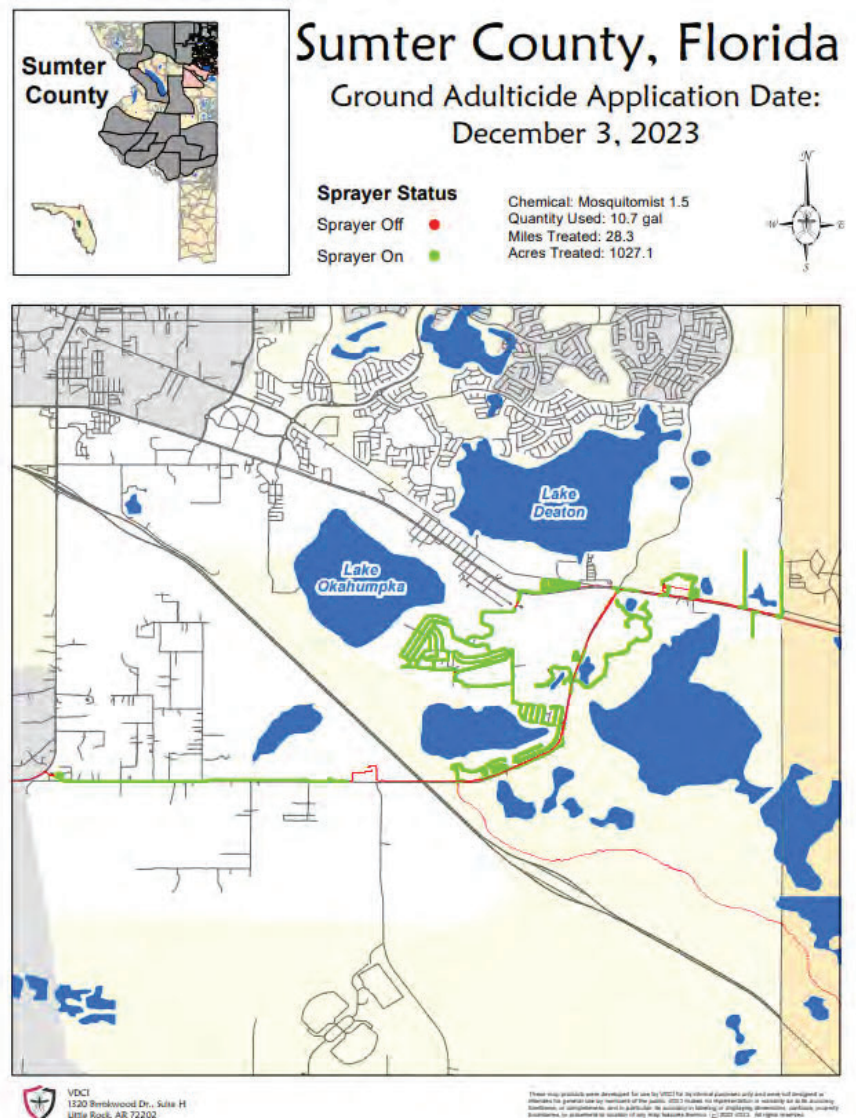
knockdown rates, VDCI plans to use multiple chemicals. All chemical applications will be applied in accordance with the approved Federal Environmental Protection Agency (EPA) label and thereby the law. The rotational products that will be used will include the following MosquitoMist 1.5 , Permanone 30-30, and DeltaGuard.

Barrier Ground Spray Application

Chemical barrier treatment is a targeted control method to keep midges away from properties. We apply a pyrethroid insecticide, Talstar® (bifenthrin), for residual control of adult midges around the exterior of homes and businesses near lakes. We focus on areas where midges are most likely to enter, such as shrubs, shaded spots, and damp zones. The treatment knocks down existing midges quickly and leaves a residual barrier that continues to repel and kill them for weeks. Barrier treatments will be conducted with an ATV and/or backpack sprayer.

Ground Spray Reporting

VDCI has been on the forefront in using technology and has developed a proprietary database that is built on the foundations of an IPM program. Our database is for exclusive use in VDCI programs and partner agencies. It allows a user to quickly and effortlessly gain access to assess the mosquito surveillance and spray control activities within a given area. This database produces reports that provide both detail and summary level information for all program activities. An example of a ground adulticide application report is to the right.



Droplet and Calibration Testing

ULV truck mounted sprayers will be checked before each use for correct chemical application rate, and recalibrated if necessary. This will be accomplished by pre and post product weight comparisons, as well as, onboard computer analysis. In addition, a Droplet Spectrum Analysis will be performed routinely during the mosquito season to monitor droplet size generation. The analysis will be performed by an Ames DC-III/DC-IV unit, a computer driven device developed by the U.S. Army to rapidly and accurately calculate droplet spectrums. All of our adulticide trucks operate using ULV sprayers, which are calibrated and droplet tested routinely to ensure optimal and accurate chemical applications. Only EPA-approved chemicals are dispersed at well below the allowed rate established by the EPA. Additionally, we



conduct annual efficacy testing to monitor the effectiveness of our pesticide products and avoid chemical resistance.

Our trained entomologists can decipher incredibly useful data by speciation from the trap collections and field inspections described above, such as: breeding habitat, preferred blood source, peak activity time, migration pattern and range, disease-capability, chemical susceptibility, among other things. On a daily basis, we think through all these factors and only then assign adulticide truck spray routes that we believe will allow us to effectively address the pestiferous and disease-capable vectors at the exact location and time and with the appropriate chemical.

Exclusion Zones

In addition to the previously described factors that guide when and where our adulticide trucks spray, there are a few other considerations for protecting the environment and accommodating public wishes.

Should any citizen not want to have their property sprayed, we respect a 300-foot spray buffer zone where no adulticide chemical will be applied. The property owner can make the request for consideration of beehives, organic gardens, protection of pollinators, chemical sensitivity, personal preference, or without any given reason at all.

Exclusion zones are logged into our GPS system which provides night truck drivers visual and audio alerts, as well as physical maps to ensure these areas are addressed or protected. The truck routes are reviewed the following morning to confirm the accuracy and effectiveness of the spray.

Public Education and Community Outreach

Many of the mosquito problems encountered within the Avenir Community Development District, as elsewhere, are the result of man-made mosquito breeding sites. Often these problems can be corrected with minimal effort by residents simply emptying standing water from flowerpots, boats, rain gutters, trash, etc. This is particularly true in the control of the Southern House Mosquito (*Culex quinquefasciatus*), an important disease vector, and the potential vectors the Asian Tiger Mosquito (*Aedes albopictus*) & the Yellow Fever/



Zika Mosquito (*Aedes aegypti*), which breed readily in almost any water holding container. Using several interactive PowerPoint presentations developed by our educational outreach team with the help of a public relations firm, VDCI has been able to effectively convey material to schools, civic associations, Little League (baseball) and other sporting events, network television/radio, and general meetings. VDCI utilizes several group specific presentations to increase public awareness of mosquitoes, their breeding sites, and the diseases they transmit.

Individuals with experience in the education field are employed to present our message to the public. At the request of the Avenir, VDCI will conduct presentations at schools, fairs, festivals, civic groups, and public/private schools.

VDCI shall prepare, on an as-needed basis, press releases, flyers and other written public information materials to be disseminated via distribution to media, civic associations and schools. An example of one of our flyers or trifolds is below:

Each year, more than a million people, pets, and wildlife are affected by mosquito-borne diseases, including West Nile, Zika, Dengue, Yellow Fever, and Malaria. This is why effective mosquito management is so crucial to helping protect the health of our communities.

Public participation is an important component of any successful mosquito management program. Every member of a community can do their part to help limit the spread of disease by protecting themselves and removing mosquito habitats on their property.

At VDCI, Education is Part of Our Promise to Protect Public Health

Public education is a key element in the fight against deadly mosquitoes. VDCI is committed to providing information and resources that support community mosquito management efforts and empower individuals to exercise preventative measures.



We're committed to protecting public health through excellence in vector control.



800.413.4445 | vdc.net



Remember the 4 "Ds" to Help Reduce Bites and Breeding



Preventing the transmission of mosquito-borne diseases starts with the basics:

Larvicide and adulticide treatments require rigorous execution to ensure applications are safe and effective. All application efforts are unique and rely on customized strategies to meet the desired objectives.

1. DEFEND

Protect yourself by using an EPA-approved repellent.

- For the safe and effective use of any product, always read the label and follow manufacturer guidelines.
- Repellents containing 10-30% DEET (N,N Diethyl-m-toluamide) are highly safe and the most effective.
- Protect pets with preventative heartworm medication.



2. DRESS

Wear light-colored clothing, closed toe shoes, long sleeves, and long pants when spending time outside.

- Light colors are less attractive to mosquitoes than dark.
- Loose-fitting clothes make it more difficult for them to bite you.
- Bare skin on hands, ankles, or face should be protected with repellent or covered when possible.



3. DRAIN

Mosquitoes need water to complete their life cycle and even something as small as a bottle cap can hold dozens of mosquito larvae.

- Empty or cover all containers that can hold water for more than three days, such as tires, birdbaths, flowerpots, children's toys, abandoned pools, tarps, boats, and many other outdoor items.
- Restore drainage in gutters, cover rain barrels, fill in low-lying ground or unnecessary ditches, fix stormwater pipes, and other outdoor structures.



4. DUSK & DAWN

Stay indoors during these times of day when mosquitoes are most active. Do not let pets out within these timeframes.

- Most mosquito species are susceptible to dehydration when in direct sunlight.
- During daylight times, mosquitoes often seek refuge in cool, sheltered places like bushes, thick weeds, and hollow logs.



Understand Existing Mosquito Management Efforts in Your Community

Supporting Local IMM Programs

Do you know if your community has an established IMM program? There are many strong Integrated Mosquito Management (IMM) programs across the United States!



Check with your local government to learn more about the efforts taking place in your community and see what you can do to support them. Program managers can provide information about local mosquito species and any diseases that may have been identified in your area.



To find the product that's right for you, visit:
www.epa.gov/insect-repellents/find-repellent-right-you

800.413.4445 | vdcil.net



We shall also prepare Public Service Announcements and/or represent the mosquito control program on radio/television broadcasts and contract the use of commercial radio. We shall produce and record 30-second and/or 60-second radio "spots" informing the public of such things as avoidance of mosquito borne viruses, elimination of mosquito breeding on their property and/or other mosquito related announcements. These spots shall be aired in July and/or August over commercial radio stations transmitting across the area.

- VDCI will maintain a toll-free Mosquito Hotline telephone number, that will accept residents' phone calls regarding mosquito annoyance complaints, service requests and information requests.
- VDCI will respond appropriately to all calls within 24-hours and will provide information, educational materials or on-site inspections on a case-by-case basis.
- VDCI will work with local news media regarding the mosquito control program and general mosquito and vector control issues, as approved by the Community. VDCI will advertise our MosquitoLine "hot-line" number when requested by the community.

Innovative Programs: Over the years VDCI has worked with counties and municipalities on public events to supply educational information, personnel, larval and adult mosquito specimens, display equipment, such

as, light traps, microscopes, signs, etc. Our staff is enthusiastic about public education and outreach, and we have programs to suit a variety of groups and audiences.

Technology: www.vdci.net has been a leading internet website in the United States for several years when it comes to providing up-to-date, factual, and comprehensive information on mosquito biology and control, mosquito-borne disease, pesticides, and many other issues relating to mosquitoes. We continually update our website with new information as it becomes available, and our staff have a series of educational blog articles covering a variety of mosquito and vector related topics.

Community Outreach: VDCI and its affiliated entities provide our clients with a means of informing the public about mosquito biology and disease, personal protection measures, what residents can do to reduce mosquito problems around the home, and what is being done for as part of the County Mosquito Abatement Program. Our educational outreach is performed using a diverse approach, as detailed in the following methods:

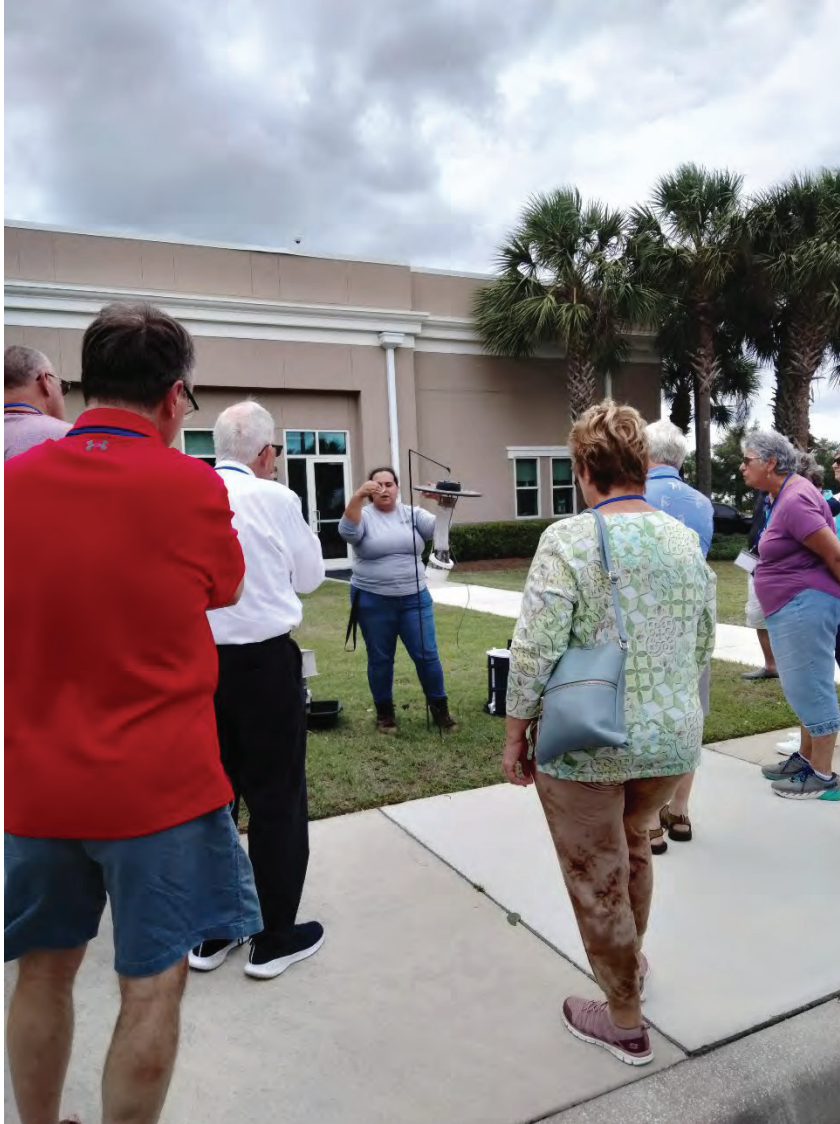
- Community Events
- Classroom and Citizen Academy Presentations
- County Fairs

Below are examples and pictures depicting our presence at several events –

County Fairs – Clay County, Florida



Citizens Academy – Sumter County, Florida



Standard Materials at Community Events Include –

- Printed literature
- Poster boards with information about the mosquito lifecycle, potential breeding habitats, public health concerns, proactive personal protection measures, descriptions of Mosquito Control activities, and resources available for more information
- Live mosquito larvae in emergence chambers educate not only adults, but importantly children, on how to identify breeding habitats in their community to reinforce concepts such as “Tip n Toss”
- Microscopes for observation of adult mosquitoes under slides caught in our local traps
- Mosquito mask decorating for the kids, so we can engage them in a fun way while sharing information like proper insect repellent applications and also letting parents know when and how Mosquito Control can be reached for service requests, etc.

Standard Materials at Presentations Include -

- Printed literature.
- Tailored PowerPoint Presentations and posterboards specific to the age/organization demographics.
- Biology and ecosystem workbooks with rotating interactive stations for mask decorating, live bugs in emergence chambers for lessons on identification, an outdoor scavenger hunt to identify and dump out common breeding containers.
- Surveillance traps, larvicide equipment, and spray truck demonstrations.

Pricing Sheet:
Integrated Mosquito & Midge Management Program
Avenir Community Development District
October 1, 2025-September 30, 2026

<i>Item</i>	<i>Description</i>
Surveillance/Reporting	<ul style="list-style-type: none"> *Mosquito and Midge surveillance will be conducted year-round and populations will be monitored with the following traps: (5) Light traps to include New Jersey, CDC and/or Dynatrap; (3) Gravid Traps; (6) Ovitrap; (2) BG traps *Provide monthly and annual reports of surveillance data. * Routine visual surveillance for breeding sites. *Provide pre/post-application reports and maps.
Ground Mosquito Adulticiding	<ul style="list-style-type: none"> * Applications will be conducted when surveillance data shows mosquito populations have exceeded action thresholds. We anticipate conducting up to 60 truck missions per year. * Two ULV insecticides (80:20) will be used to prevent resistance
Ground Mosquito Larviciding	<ul style="list-style-type: none"> * Larvicide application by ATV or backpack as needed to permanent or temporary water sources * Treatment of catch basin during the mosquito breeding season * Provide (2) types of larvicides to provide residual control
Midge Control Services	<ul style="list-style-type: none"> *Larvicide application by drone, ATV or backpack to lake perimeters as needed *Barrier Application where appropriate as needed *ULV truck application year-round as directed by surveillance
Public Education / Outreach	<ul style="list-style-type: none"> * Maintain a toll-free mosquito hotline telephone number, that will accept resident phone calls regarding mosquito and midge annoyance complaints. * When requested, develop presentations, brochures, fact sheets and provide other educational materials to residents.
Total Annual Program Cost for Avenir:	
\$389,378.52	



July 2, 2025

Avenir Community Development District
c/o Special District Services
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: Mr. Jason Pierman

Re: Avenir CDD Revenue Bonds, Series 2025 (Public Improvement Projects)

Dear Mr. Pierman:

We are writing to provide you, as the Avenir Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the "Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal,


accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 
Name: Jon Kessler
Title: Executive Director

Acknowledgement:

Avenir Community Development District

By: _____

Event Permit Request

Contact Name: Rick Wollman Email: rrollman1218@gmail.com

Anticipated Number of Attendance: 200.

Telephone: 845-536-6799

Description of Event

Event Title: Avenir 5K Fun Run & Walk.

Location: Regency at Avenir

Date of Event: March 15, 2026

Event Hours: 8:30 AM - 10:30 AM

1. Check Sent
2. Liability Insurance: Attached
3. N/A
4. No road closure
5. N/A

From: [Leslie Namad](#)
To: [Jason Pierman](#); [Rebecca Pavich](#)
Subject: Avenir Somerset Charter School
Date: Friday, August 22, 2025 12:50:10 PM

Hello Jason,

A group of us are putting together a 1st Annual turkey trot Avenir 5K Run fundraiser for the Somerset Charter school at Avenir. We are residents of Coral Isle, Panther, Apex and Le Terre. We would like to request permission on November 22nd from 8AM to 11AM.

We would love participation within the community as well as the new businesses that are coming in.

Is there any chance you could share the new business info so we could reach out to see if they would like to participate in a sponsorship to promote themselves?

Please let us know how to proceed.

I have included our principle Becky on this email.

Thank you,
Leslie Wilson

[Sent from Yahoo Mail for iPhone](#)

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 4th day of August, 2025 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410 and **TITAN STONE, LLC**, a Florida limited liability company, (herein called "Contractor") whose address is 171 NW 16th Street, Pompano Beach, FL 33060, agree as follows (each a "Party" and together "Parties"):

WITNESSETH, that Owner and Contractor for the considerations hereinafter named covenant and agrees as follows:

Section 1. Contractor agrees to furnish all labor, materials, equipment, permit, etc. as needed to perform all Work described in section 2 hereof for:

Avenir CDD Pod 21 Lake Ridge Entry Feature Stonework

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "C" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and Specifications for said work and made his own inspection and familiarized himself with the conditions under which said work is to be performed. If the Contractor discovers any discrepancies between the conditions at the site of the Project and the Plans and Specifications for said work, such discrepancies shall be promptly reported to the Owner.

Section 2. The Contractor shall furnish all necessary and incidental labor, materials, scaffolding, tools, equipment, hoisting, etc. including all cleaning and daily removal of Contractor's debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

Attachments incorporated herein by reference are made part of this Agreement.

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the

Owner  Contractor 

Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **Sixty-Seven Thousand, Five Hundred Fifty-Four and 00/100 Dollars (\$67,554.00)** and subject to the additions and deductions as provided for in this Agreement.

Section 5. Payment: Based upon applications for payment submitted to the Owner by the Contractor, corresponding to Applications for payment submitted by the Owner to the Community Development District Engineer (the "CDD Engineer" or the "Engineer"), and Certificates for Payment issued by the CDD Engineer (if applicable), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Agreement.

Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the following conditions are satisfied:

- (1) the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents to the full satisfaction of the Owner, his agent and the CDD Engineer, including all "punch list" items,
- (2) the CDD Engineer has issued a Certificate for Payment covering the Contractor's completed Work (if applicable),
- (3) all Contractor's vendors' Final Releases of Liens must be submitted to Owner prior to Final Payment.

It is further agreed that no payment made under this Agreement shall be evidence of the performance of this Agreement, either wholly or in part, against any claim of the Owner, and no payment shall be construed to be an acceptance of any defective work.

It is understood that as a condition of payment to the Contractor, Contractor shall provide the Owner with releases/discharges of lien, warranties, as-builts and such other documentation as may be required by Owner. With its first request for payment, Contractor agrees to provide Owner with a list of sub-subcontractors, suppliers, laborers, and materialmen. The Owner

Owner  Contractor 

reserves the right at its discretion to issue a joint check or to make direct payments to any supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

- A. **FAILURE TO PERFORM:** Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.
- B. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD

Owner  Contractor 

PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

C. **INSURANCE:** Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified below:

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than \$1,000,000 for bodily injury and property damage.
2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than \$1,000,000 each accident/\$1,000,000 disease-each employee/\$1,000,000 disease-policy limit.
3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.
4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than \$2,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than \$1 million.
5. Each policy required under this Section, except the workers' compensation policy, shall name Owner, its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity Owner is required to indemnify or to name as an additional insured including any successors and assigns of Owner (the "Additional Insureds"). The insurance afforded to the Additional Insureds shall be written on Form CG 20

Owner  Contractor 

10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.
7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not

Owner  Contractor 

submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver or other impairment of Owner's rights under this Agreement. Upon request, the Contractor shall furnish Owner with copies of all additional insured endorsements.

8. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by Owner. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.
 9. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.
 10. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, Owner shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or Owner shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.
 11. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the Owner or any other person or entity Owner is required to name as an additional insured, the Contractor will, upon demand by the Owner, defend and indemnify the Owner and/or any other person or entity Owner is required to name as an additional insured at the Contractor's expense.
- D. TAXES: Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or

Owner  Contractor 

the completion of the Work. Any sales tax exemptions obtained by Owner will be credited to Owner for Work performed under the Contract.

- E. **CHANGES IN THE WORK:** Owner may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.
- F. **ASSIGNMENT:** The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub-contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the latter shall expressly agree to this provision.
- G. **OSHA:** The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.
- H. **GUARANTEE:** The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes and will be of good

Owner  Contractor 

quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work, agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

- I. **ARBITRATION:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.
- J. **CONTRACT CHANGES:** No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.

Owner  Contractor 

- K. **DEFAULT AND TERMINATION:** Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contract, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.
- L. **COST INCREASES:** Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.

Owner  Contractor 

- M. **LIMIT ON DAMAGES:** Owner shall not be liable to the Contractor for delay to Contractor's work by act, neglect or default of the Owner or the CDD Engineer, or other subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond Contractor's control, or on account of any circumstances caused or contributed to by the Contractor. In any event, Owner's liability for delays shall expressly exclude consequential or incidental damages sustained by Contractor or any other party. Should Contractor be delayed in the prosecution of the work by the act, neglect or default of the Owner, or CDD Engineer, or by any damage caused by the elements, act of God, and/or any casualty for which the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.
- N. **SEVERABILITY:** If any provision or portion of such provision of this Agreement, or the application thereof to any person or circumstance is for any reason held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. The Owner and the Contractor for themselves, their successors, administrators and assigns, here agree to the full performance of the covenants of the Agreement.
- O. **NOTICES:** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To Owner: **AVENIR COMMUNITY DEVELOPMENT DISTRICT**
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: Jason Pierman, District Manager

With Copy To: **BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

Owner  Contractor 

To Contractor: **TITAN STONE, LLC**
171 NW 16th Street
Pompano Beach, FL 33060
Attn: Matthew Teston, General Manager

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

- P. **PAYMENT AND PERFORMANCE BOND:** The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming the CDD as the obligee, and in a form compliant with that which is provided in Section 255.05, Florida Statutes. The Performance Bond must be callable by the CDD. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work upon assignment to the CDD. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Engineer and all Notices to CDD, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Engineer.

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is \$200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

- Q. **SOVEREIGN IMMUNITY:** The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

Owner  Contractor 

R. PUBLIC RECORDS:

(a) Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

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

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

Owner *NEJ* Contractor *MS*

(c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER AT:

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

S. SCRUTINIZED COMPANY LIST:

(a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the Owner may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.

T. E-VERIFY: Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an

Owner  Contractor 


alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

- U. NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- V. ANTI-HUMAN TRAFFICKING AFFIDAVIT:** Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.


Owner  Contractor 

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:



Print Name: Eileen Valdes Jimenez




Print Name: Isabel Moreira

OWNER

AVENIR COMMUNITY DEVELOPMENT

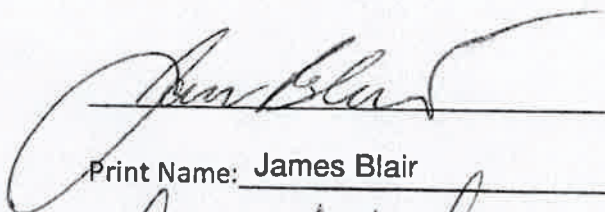
DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

By: 

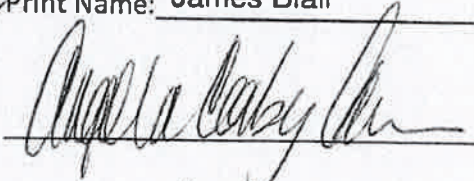
Name: ~~Virginia Cepero~~ Rosa Eickstein Schechter
Title: Chairperson, Board of Supervisors
Dated: 8/14/2025

CONTRACTOR

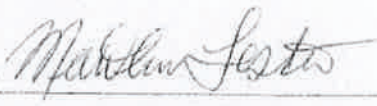
TITAN STONE, LLC, a Florida limited liability company



Print Name: James Blair



Print Name: Angela Corby-Ares

By: 

Name: Matthew Teston
Title: General Manager
Dated: 8/4/25

Owner  Contractor 

ATTACHMENT "A"
SCOPE OF WORK

Provide all labor, material, tools, staging, licenses, taxes, hoisting, equipment, and supervision required for proper and complete performance of the Work.

Included in the Scope of Work is all field surveying, construction layout and as-builts necessary to perform the Work in accordance with the Plans and Specifications attached as prepared by the Engineer-of-Record or as may be modified at the direction of the Owner or applicable regulatory permitting agencies. Work includes all necessary inspections, and work required to certify the Work to the permitting agencies. All exposed edges will be finished to match the face of the stone. Any exposed setting cavity behind stone will be filled flush but may require adjoining wall to be floated by others if the substrate has issues. Installation Materials used shall be by Titans preferred manufacturer. One coat of sealer on all stone. Mutual schedule to be developed. Any other work in our trade that is not listed above is excluded. Efflorescence - no warranty or guarantee against it is provided. Titan recommends mitigation efforts on substrate materials and uses premium setting materials. Despite these efforts efflorescence may occur on exterior work due to atmospheric conditions, soluble salts in rainwater and other factors beyond our control. Exterior work needs to have a maintained plan that will include routine cleaning and sealing as desired by the final end user.

Scope review to ensure work and areas is figured correctly will be required. Substrate must be true and plumb 1/4" in 10'-0" maximum deviation. Shop Drawings for Titan Fabrication & Installation Purposes. All required scaffolding needed by Titan. Fluid applied waterproofing on exterior walls prior to the stone installation.

ATTACHMENT "B"
SCHEDULE OF VALUE

Schedule of Values:

Material Deposit: \$13,000.00 (No Retainage Held on Material)

Upon Material Delivery to Titan Warehouse: \$13,000.00 (No Retainage Held on Material)

Material Balance Due Upon Delivery to Site: \$6,500 (No Retainage Held on Material)

\$32,500 Subtotal

Submittals: \$2,500.00 (Minus 10% Retainage)

Installation: \$31,454.00 (Minus 10% Retainage)

Punchlist: \$1,100.00 (Minus 10% Retainage)

Total: \$67,554.00

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 21 Lake Ridge Entry Monument Architectural Plans Prepared by Pascual, Perez, Kiliddjian, Starr and Associates together with all Structural Engineering Plans, MEP Engineering Plans and Civil Engineering Plans approved in connection therewith, dated 01.23.25.

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Owner  Contractor 

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Owner 2E1 Contractor MF

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this this 4th day of August, 2025 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **AC QUALITY ELECTRIC, LLC**, a Florida limited liability company, (herein called "Contractor") whose address is 12073 NW 1st St, Coral Springs, FL 33071, agree as follows (each a "Party" and together "Parties"):

WITNESSETH, that Owner and Contractor for the considerations hereinafter named covenant and agrees as follows:

Section 1. Contractor agrees to furnish all labor, materials, equipment, permit, etc. as needed to perform all Work described in section 2 hereof for:

Avenir CDD Pod 21 Lake Ridge Entry Feature Electrical Work

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "C" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and Specifications for said work and made his own inspection and familiarized himself with the conditions under which said work is to be performed. If the Contractor discovers any discrepancies between the conditions at the site of the Project and the Plans and Specifications for said work, such discrepancies shall be promptly reported to the Owner.

Section 2. The Contractor shall furnish all necessary and incidental labor, materials, scaffolding, tools, equipment, hoisting, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work

See Attachment "B" – Schedule of Values

See Attachment "C" – Plans and Specifications

Attachments incorporated herein by reference are made part of this Agreement.

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the

Owner  Contractor 

Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **Twelve Thousand and 00/100 Dollars (\$12,000.00)** and subject to the additions and deductions as provided for in this Agreement.

Section 5. Payment: Based upon applications for payment submitted to the Owner by the Contractor, corresponding to Applications for payment submitted by the Owner to the Community Development District Engineer (the "CDD Engineer" or the "Engineer"), and Certificates for Payment issued by the CDD Engineer (if applicable), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Agreement.

Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the following conditions are satisfied:

- (1) the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents to the full satisfaction of the Owner, his agent and the CDD Engineer, including all "punch list" items,
- (2) the CDD Engineer has issued a Certificate for Payment covering the Contractor's completed Work (if applicable),
- (3) all Contractor's vendors' Final Releases of Liens must be submitted to Owner prior to Final Payment.

It is further agreed that no payment made under this Agreement shall be evidence of the performance of this Agreement, either wholly or in part, against any claim of the Owner, and no payment shall be construed to be an acceptance of any defective work.

It is understood that as a condition of payment to the Contractor, Contractor shall provide the Owner with releases/discharges of lien, warranties, as-builts and such other documentation as may be required by Owner. With its first request for payment, Contractor agrees to provide Owner with a list of sub-subcontractors, suppliers, laborers, and materialmen. The Owner

Owner Contractor

reserves the right at its discretion to issue a joint check or to make direct payments to any supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

- A. **FAILURE TO PERFORM:** Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.
- B. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD

Owner Contractor AC

PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

- C. INSURANCE: Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified below:
1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than \$1,000,000 for bodily injury and property damage.
 2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than \$1,000,000 each accident/\$1,000,000 disease-each employee/\$1,000,000 disease-policy limit.
 3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.
 4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than \$2,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than \$1 million.
 5. Each policy required under this Section, except the workers' compensation policy, shall name Owner, its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity Owner is required to indemnify or to name as an additional insured including any successors and assigns of Owner (the "Additional Insureds"). The insurance afforded to the Additional Insureds shall be written on Form CG 20

Owner VC Contractor AC

10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.
7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not

Owner W Contractor Ac

submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver or other impairment of Owner's rights under this Agreement. Upon request, the Contractor shall furnish Owner with copies of all additional insured endorsements.

8. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by Owner. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.
 9. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.
 10. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, Owner shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or Owner shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.
 11. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the Owner or any other person or entity Owner is required to name as an additional insured, the Contractor will, upon demand by the Owner, defend and indemnify the Owner and/or any other person or entity Owner is required to name as an additional insured at the Contractor's expense.
- D. TAXES: Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or

Owner VC Contractor AC

the completion of the Work. Any sales tax exemptions obtained by Owner will be credited to Owner for Work performed under the Contract.

- E. **CHANGES IN THE WORK:** Owner may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.
- F. **ASSIGNMENT:** The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub-contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the latter shall expressly agree to this provision.
- G. **OSHA:** The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.
- H. **GUARANTEE:** The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes and will be of good

Owner  Contractor Ac

quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work, agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

- I. **ARBITRATION:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.
- J. **CONTRACT CHANGES:** No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.

Owner  Contractor AC

- K. **DEFAULT AND TERMINATION:** Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contract, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.
- L. **COST INCREASES:** Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.

Owner  Contractor AC

- M. **LIMIT ON DAMAGES:** Owner shall not be liable to the Contractor for delay to Contractor's work by act, neglect or default of the Owner or the CDD Engineer, or other subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond Contractor's control, or on account of any circumstances caused or contributed to by the Contractor. In any event, Owner's liability for delays shall expressly exclude consequential or incidental damages sustained by Contractor or any other party. Should Contractor be delayed in the prosecution of the work by the act, neglect or default of the Owner, or CDD Engineer, or by any damage caused by the elements, act of God, and/or any casualty for which the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.
- N. **SEVERABILITY:** If any provision or portion of such provision of this Agreement, or the application thereof to any person or circumstance is for any reason held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. The Owner and the Contractor for themselves, their successors, administrators and assigns, here agree to the full performance of the covenants of the Agreement.
- O. **NOTICES:** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To Owner:

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

With Copy To:

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

Owner Contractor AL

To Contractor: **AC QUALITY ELECTRIC, LLC**
12073 NW 1st St
Coral Springs, FL 33071
Attn: Alan Capps, Manager

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

- P. **PAYMENT AND PERFORMANCE BOND:** The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming the CDD as the obligee, and in a form compliant with that which is provided in Section 255.05, Florida Statutes. The Performance Bond must be callable by the CDD. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work upon assignment to the CDD. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Engineer and all Notices to CDD, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Engineer.

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is \$200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

- Q. **SOVEREIGN IMMUNITY:** The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of

Owner VC Contractor AC

sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

R. PUBLIC RECORDS:

- (a) Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
1. Keep and maintain public records required by the Owner to perform the services or work set forth in this Agreement; and
 2. Upon the request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner; and
 4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.
- (b) Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the Owner pursuant to Section 119.0701(3), Florida Statutes. If notified by the Owner of a public records request for records not in the possession of the Owner but in possession of the Contractor, the Contractor shall provide such records to the Owner or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the

Owner  Contractor AC

public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

- (c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER AT:


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

S. SCRUTINIZED COMPANY LIST:

(a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the Owner may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.

- T. E-VERIFY: Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the

Owner  Contractor AL

United States for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

- U. NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- V. ANTI-HUMAN TRAFFICKING AFFIDAVIT:** Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Owner VC Contractor AL

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

ref
Print Name: marcela Corks.

Shual
Print Name: Susel Cruz

Print Name: _____

Print Name: _____

OWNER

AVENIR COMMUNITY DEVELOPMENT

DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

By: Virginia Cepero
Name: Virginia Cepero
Title: Chairperson, Board of Supervisors

Dated: 8/8/25

CONTRACTOR

AC QUALITY ELECTRIC, LLC, a Florida limited liability company

By: Alan Capps
Name: Alan Capps
Title: Manager

Dated: 8/7/25

Owner VC Contractor AC

ATTACHMENT "A"
SCOPE OF WORK

Provide all labor, material, tools, staging, licenses, taxes, hoisting, equipment, and supervision required for proper and complete performance of the Work.

AC Quality Electric proposes to install one - 150 amp electrical service to provide power to 20 outdoor LED Uplights to illuminate the entry monument wall located at Avenir. Price includes time clock to control lights and GFCI outlet at service location, also includes trenching, providing wire and conduit from FPL transformer to new service location up to 50ft. Cost is \$20/ft thereafter. Includes providing 120 Volt power to the Call box location. EXCLUSIONS: Permit Fees, Road Cutting or Patching, Locating any Sleeves, Underground Boring

Included in the Scope of Work is all field surveying, construction layout and as-builts necessary to perform the Work in accordance with the Plans and Specifications attached as prepared by the Engineer-of-Record or as may be modified at the direction of the Owner or applicable regulatory permitting agencies. Work includes all necessary inspections, and work required to certify the Work to the permitting agencies.

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Owner  Contractor AL

ATTACHMENT "B"
SCHEDULE OF VALUES

10% Slab (minus 10% Retention)
60% Rough (Minus 10% Retention)
30% Final (Minus 10% Retention)

{10025-27265 / 01862666 v1}

Owner VC Contractor AC

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 21 Lake Ridge Entry Monument Architectural Plans Prepared by Pascual, Perez, Kiliddjian, Starr and Associates together with all Structural Engineering Plans, MEP Engineering Plans and Civil Engineering Plans approved in connection therewith, dated 01.23.25.

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with AVENIR Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, it will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: _____

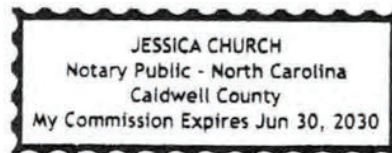
NAME: Alan Capps

TITLE: Owner

SIGNATURE: _____

DATE: 8/6, 2025

STATE OF FLORIDA
COUNTY OF Broward



SWORN TO (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 16 day of August, 2025, by Alan Capps in his/her capacity as Electrical Contractor for Avenir (name of Nongovernmental Entity).

[Signature]
NOTARY PUBLIC

____ Personally Known OR
☒ Produced Identification
Florida Drivers License
Type of Identification Produced



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Warren Insurance Corporation 950 Peninsula Corporate Circle Suite 1012 Boca Raton FL 33487	CONTACT NAME: Scott Schoen PHONE (A/C, No, Ext): (561) 362-6005 E-MAIL ADDRESS: scott@warrenins.com FAX (A/C, No): (561) 362-7005														
INSURED AC Quality Electric, LLC 12073 NW 1ST ST Coral Springs FL 33071	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Accelerant Specialty Insurance</td><td>16890</td></tr><tr><td>INSURER B : Technology Insurance Company</td><td>42376</td></tr><tr><td>INSURER C : Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Accelerant Specialty Insurance	16890	INSURER B : Technology Insurance Company	42376	INSURER C : Scottsdale Insurance Company	41297	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	DCS0000170-00	08/11/2024	08/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CXS4041315	01/12/2025	08/11/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	TWC4641310	07/09/2025	07/09/2026	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Avenir Community Development District and Special District Services Inc is additional insured with respect to General Liability

Location #2: 5583 Lee St #5. Lehigh Acres, FL 33971

Location 3: 1901 Congress Ave #118 Boynton Beach FL 33426

Location 4: 6000 Atlantic Ave. Delray Beach, FL 33484

Location 6: 12123 W Sample Rd. Coral Springs, FL 33065

Qualifier: Gary R. Evans. License #EC13004128 is covered under this policy.

CERTIFICATE HOLDER**CANCELLATION**

Avenir Community Development District and
Special District Services, Inc.
550 Biltmore Way Suite 1110
Coral Gables, FL 33134

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

<SS>

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**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) AC Quality Electric, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 12073 NW 1st ST 6 City, state, and ZIP code Coral Springs, FL 33071 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

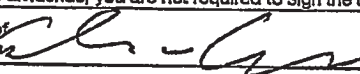
Social security number								
			-				-	
or								
Employer identification number								
2	6	-	1	8	8	4	3	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **4/1/25**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 4th day of August, 2025 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **CARPENTER CONTRACTORS OF AMERICA, INC.**, a Florida incorporated company, (herein called "Contractor") whose address is 1395 NW 17th Ave, Delray Beach, FL, 33445, agree as follows (each a "Party" and together "Parties"):

WITNESSETH, that Owner and Contractor for the considerations hereinafter named covenant and agrees as follows:

SC 8/7/25

Section 1. Contractor agrees to furnish all labor, materials, equipment, permit, etc. as needed to perform all Work described in section 2 hereof for:

Avenir CDD Pod 21 Lake Ridge Entry Feature Shell Work

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "C" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and Specifications for said work and made his own inspection and familiarized himself with the conditions under which said work is to be performed. If the Contractor discovers any discrepancies between the conditions at the site of the Project and the Plans and Specifications for said work, such discrepancies shall be promptly reported to the Owner.

Section 2. The Contractor shall furnish all necessary and incidental labor, materials, scaffolding, tools, equipment, hoisting, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

1.

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

SC
8/7/25

1. hauled to onsite dumpster provider by builder.

Attachments incorporated herein by reference are made part of this Agreement.

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the

Owner Contractor

agreed upon 8/7/25 JC.

Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **Thirty Thousand Three Hundred and 00/100 Dollars (\$30,300.00)** and subject to the additions and deductions as provided for in this Agreement.

Section 5. Payment: Based upon applications for payment submitted to the Owner by the Contractor, corresponding to Applications for payment submitted by the Owner to the Community Development District Engineer (the "CDD Engineer" or the "Engineer"), and Certificates for Payment issued by the CDD Engineer (if applicable), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Agreement.

Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, ~~less ten percent (10.0%) retainage.~~ Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.

8/7/25 JC

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the following conditions are satisfied:

- (1) the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents to the full satisfaction of the Owner, his agent and the CDD Engineer, including all "punch list" items,
- (2) the CDD Engineer has issued a Certificate for Payment covering the Contractor's completed Work (if applicable),
- (3) all Contractor's vendors' Final Releases of Liens must be submitted to Owner prior to Final Payment.


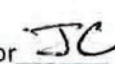
It is further agreed that no payment made under this Agreement shall be evidence of the performance of this Agreement, either wholly or in part, against any claim of the Owner, and no payment shall be construed to be an acceptance of any defective work.

It is understood that as a condition of payment to the Contractor, Contractor shall provide the Owner with releases/discharges of lien, warranties, as-builts and such other documentation as may be required by Owner. With its first request for payment, Contractor agrees to provide Owner with a list of sub-subcontractors, suppliers, laborers, and materialmen. The Owner

Owner VC Contractor JC

reserves the right at its discretion to issue a joint check or to make direct payments to any supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

- A. **FAILURE TO PERFORM:** Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.
- B. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD

Owner  Contractor 

PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

C. INSURANCE: Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified below:

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than \$1,000,000 for bodily injury and property damage.
2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than \$1,000,000 each accident/\$1,000,000 disease-each employee/\$1,000,000 disease-policy limit.
3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.
4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than \$2,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than \$1 million.
5. Each policy required under this Section, except the workers' compensation policy, shall name Owner, its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity Owner is required to indemnify or to name as an additional insured including any successors and assigns of Owner (the "Additional Insureds"). The insurance afforded to the Additional Insureds shall be written on Form CG 20

Owner VC Contractor SC

10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.
7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not

Owner  Contractor 

submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver or other impairment of Owner's rights under this Agreement. Upon request, the Contractor shall furnish Owner with copies of all additional insured endorsements.

8. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by Owner. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.
 9. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.
 10. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, Owner shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or Owner shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.
 11. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the Owner or any other person or entity Owner is required to name as an additional insured, the Contractor will, upon demand by the Owner, defend and indemnify the Owner and/or any other person or entity Owner is required to name as an additional insured at the Contractor's expense.
- D. TAXES: Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or

Owner VC Contractor JC

the completion of the Work. Any sales tax exemptions obtained by Owner will be credited to Owner for Work performed under the Contract.

- E. **CHANGES IN THE WORK:** Owner may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.
- F. **ASSIGNMENT:** The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub-contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the letter shall expressly agree to this provision.
- G. **OSHA:** The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.
- H. **GUARANTEE:** The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes and will be of good

Owner  Contractor 

quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work, agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

- I. **ARBITRATION:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.
- J. **CONTRACT CHANGES:** No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.

Owner



Contractor





- K. **DEFAULT AND TERMINATION:** Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contract, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.
- L. **COST INCREASES:** Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.

Owner Contractor

- M. **LIMIT ON DAMAGES:** Owner shall not be liable to the Contractor for delay to Contractor's work by act, neglect or default of the Owner or the CDD Engineer, or other subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond Contractor's control, or on account of any circumstances caused or contributed to by the Contractor. In any event, Owner's liability for delays shall expressly exclude consequential or incidental damages sustained by Contractor or any other party. Should Contractor be delayed in the prosecution of the work by the act, neglect or default of the Owner, or CDD Engineer, or by any damage caused by the elements, act of God, and/or any casualty for which the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.
- N. **SEVERABILITY:** If any provision or portion of such provision of this Agreement, or the application thereof to any person or circumstance is for any reason held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. The Owner and the Contractor for themselves, their successors, administrators and assigns, here agree to the full performance of the covenants of the Agreement.
- O. **NOTICES:** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To Owner: **AVENIR COMMUNITY DEVELOPMENT DISTRICT**
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: Jason Pierman, District Manager

With Copy To: **BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

Owner  Contractor 

To Contractor: **CARPENTER CONTRACTORS OF AMERICA, INC**
1395 NW 17th Ave
Delray Beach, FL 33445
Attn: Jim Cary, President Florida Filed Operations

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

- P. **PAYMENT AND PERFORMANCE BOND:** The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming the CDD as the obligee, and in a form compliant with that which is provided in Section 255.05, Florida Statutes. The Performance Bond must be callable by the CDD. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work upon assignment to the CDD. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Engineer and all Notices to CDD, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Engineer.

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is \$200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

- Q. **SOVEREIGN IMMUNITY:** The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of

Owner  Contractor 

sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

R. PUBLIC RECORDS:

(a) Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

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

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

Owner  Contractor 

public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

- (c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER AT:

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

S. SCRUTINIZED COMPANY LIST:

(a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the Owner may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.

- T. E-VERIFY:** Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the

Owner



Contractor



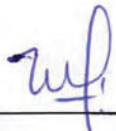
United States for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

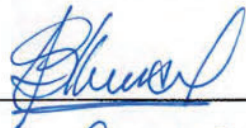
- U. **NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- V. **ANTI-HUMAN TRAFFICKING AFFIDAVIT:** Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Owner W Contractor JC

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

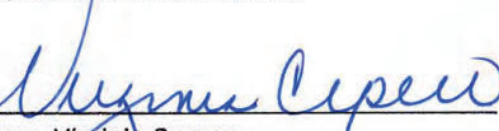
WITNESSES:


Print Name: Marcela Cortes


Print Name: Susel Cruz

OWNER

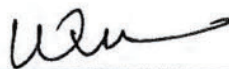
AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

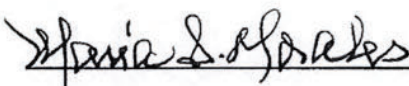
By: 
Name: Virginia Cepero
Title: Chairperson, Board of Supervisors

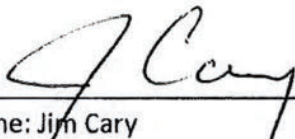
Dated: 8/8/25

CONTRACTOR

CARPENTER CONTRACTORS OF AMERICA, INC., a Florida incorporated company


Print Name: Waleska Negrón


Print Name: Maria S. Morales

By: 
Name: Jim Cary
Title: President Florida Field Operations
Dated: 8/7/25

Owner  Contractor 

ATTACHMENT "A"
SCOPE OF WORK

Provide all labor, material, tools, staging, licenses, taxes, hoisting, equipment, and supervision required for proper and complete performance of the Work.

CONCRETE SCOPE OF WORK: Furnish all labor, material and equipment necessary to execute and complete all items of cast-in-place concrete, complete as shown on Drawings and as specified below. Work includes and is limited to the following: Layout from engineer's corner pins. Excavation of footings. The rough building pad consisting of clean fill shall be within + or - 1 inch from bottom of footings. Supply, place and strip form material for stem footings, column pads, beams, caps, and slabs. Fine grade building pad. Provide and install grade 60 rebar and accessories.

survey by others

SC 8/7/25

Included in the Scope of Work is all-field-surveying, construction layout and as-builts necessary to perform the Work in accordance with the Plans and Specifications attached as prepared by the Engineer-of-Record or as may be modified at the direction of the Owner or applicable regulatory permitting agencies. Work includes all necessary inspections, and work required to certify the Work to the permitting agencies.



ATTACHMENT "B"
SCHEDULE OF VAL

Draw schedule:

Completion of footing- \$ 8,100

Completion of 1st beam/masonry \$19,170

Final Draw/Retainage-\$3,030 (Due 30 days after CDD Engineering Approval)

TOTAL: \$ 30,300

(10025-27265 / 01862666 v1)

Owner 

Contractor 

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 21 Lake Ridge Entry Monument Architectural Plans Prepared by Pascual, Perez, Kiliddjian, Starr and Associates together with all Structural Engineering Plans, MEP Engineering Plans and Civil Engineering Plans approved in connection therewith, dated 01.23.25.

{10025-27265 / 01862666 v1}

Owner VC Contractor JK

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this 4th day of August, 2025 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410, and **JC Iron Ornamental Works, Inc** a local incorporated company, (herein called "Contractor") whose address is 7257 Westport Place, Unit B2, West Palm Beach, FL 33413, agree as follows (each a "Party" and together "Parties"):

WITNESSETH, that Owner and Contractor for the considerations hereinafter named covenant and agrees as follows:

Section 1. Contractor agrees to furnish all labor, materials, equipment, etc. as needed to perform all Work described in section 2 hereof for:

Avenir CDD Pod 21 Lake Ridge Entry Feature Aluminum Decorative Louvers and Aluminum Signage Lettering

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "C" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and Specifications for said work and made his own inspection and familiarized himself with the conditions under which said work is to be performed. If the Contractor discovers any discrepancies between the conditions at the site of the Project and the Plans and Specifications for said work, such discrepancies shall be promptly reported to the Owner.

Section 2. The Contractor shall furnish all necessary and incidental labor, materials, scaffolding, tools, equipment, hoisting, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

Attachments incorporated herein by reference are made part of this Agreement.

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and

Owner PKS Contractor DV

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diligent manner and shall do the several parts thereof at such times and in such orders as the Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **Eleven Thousand Eight Hundred Fifty-Eight and 00/100 Dollars (\$11,858.00)** and subject to the additions and deductions as provided for in this Agreement.

Section 5. Payment: Based upon applications for payment submitted to the Owner by the Contractor, corresponding to Applications for payment submitted by the Owner to the Community Development District Engineer (the "CDD Engineer" or the "Engineer"), and Certificates for Payment issued by the CDD Engineer (if applicable), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Agreement.

Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the following conditions are satisfied:

- (1) the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents to the full satisfaction of the Owner, his agent and the CDD Engineer, including all "punch list" items,
- (2) the CDD Engineer has issued a Certificate for Payment covering the Contractor's completed Work (if applicable),
- (3) all Contractor's vendors' Final Releases of Liens must be submitted to Owner prior to Final Payment.

It is further agreed that no payment made under this Agreement shall be evidence of the performance of this Agreement, either wholly or in part, against any claim of the Owner, and no payment shall be construed to be an acceptance of any defective work.

It is understood that as a condition of payment to the Contractor, Contractor shall provide the Owner with releases/discharges of lien, warranties, as-builts and such other documentation as may be required by Owner. With its first request for payment, Contractor agrees to provide

Owner  Contractor DV

Owner with a list of sub-subcontractors, suppliers, laborers, and materialmen. The Owner reserves the right at its discretion to issue a joint check or to make direct payments to any supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

- A. **FAILURE TO PERFORM:** Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.
- B. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT

Owner  Contractor DV

BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

C. **INSURANCE:** Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified below:

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than \$1,000,000 for bodily injury and property damage.
2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than \$1,000,000 each accident/\$1,000,000 disease-each employee/\$1,000,000 disease-policy limit.
3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.
4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than \$2,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than \$1 million.
5. Each policy required under this Section, except the workers' compensation policy, shall name Owner, its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity Owner is required to indemnify or to name as an additional insured including any successors and assigns of Owner (the "Additional Insureds").

Owner  Contractor DV

The insurance afforded to the Additional Insureds shall be written on Form CG 20 10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.
7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice

Owner  Contractor DV

has been given to the Owner. A failure to detect that Contractor has not submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver or other impairment of Owner's rights under this Agreement. Upon request, the Contractor shall furnish Owner with copies of all additional insured endorsements.

8. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by Owner. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.
 9. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.
 10. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, Owner shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or Owner shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.
 11. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the Owner or any other person or entity Owner is required to name as an additional insured, the Contractor will, upon demand by the Owner, defend and indemnify the Owner and/or any other person or entity Owner is required to name as an additional insured at the Contractor's expense.
- D. TAXES: Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or

Owner



Contractor DV

the completion of the Work. Any sales tax exemptions obtained by Owner will be credited to Owner for Work performed under the Contract.

- E. **CHANGES IN THE WORK:** Owner may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.
- F. **ASSIGNMENT:** The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub-contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the latter shall expressly agree to this provision.
- G. **OSHA:** The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.
- H. **GUARANTEE:** The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes and will be of good

Owner  Contractor DV

quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work, agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

- I. **ARBITRATION:** All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.
- J. **CONTRACT CHANGES:** No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.

Owner  Contractor DV

- K. **DEFAULT AND TERMINATION:** Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contract, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.
- L. **COST INCREASES:** Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.

Owner  Contractor DV

- M. **LIMIT ON DAMAGES:** Owner shall not be liable to the Contractor for delay to Contractor's work by act, neglect or default of the Owner or the CDD Engineer, or other subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond Contractor's control, or on account of any circumstances caused or contributed to by the Contractor. In any event, Owner's liability for delays shall expressly exclude consequential or incidental damages sustained by Contractor or any other party. Should Contractor be delayed in the prosecution of the work by the act, neglect or default of the Owner, or CDD Engineer, or by any damage caused by the elements, act of God, and/or any casualty for whom the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.
- N. **SEVERABILITY:** If any provision or portion of such provision of this Agreement, or the application thereof to any person or circumstance is for any reason held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. The Owner and the Contractor for themselves, their successors, administrators and assigns, here agree to the full performance of the covenants of the Agreement.
- O. **NOTICES:** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To Owner: **AVENIR COMMUNITY DEVELOPMENT DISTRICT**
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: Jason Pierman, District Manager

With Copy To: **BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk Esq., District Counsel

Owner  Contractor DV

To Contractor: **JC Iron Ornamental Works, Inc**
7257 Westport Place, Unit B2
West Palm Beach, FL 33413
Attn: Diego Valencia, Vice President

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

- P. **PAYMENT AND PERFORMANCE BOND:** The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming the CDD as the obligee, and in a form compliant with that which is provided in Section 255.05, Florida Statutes. The Performance Bond must be callable by the CDD. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work upon assignment to the CDD. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Engineer and all Notices to CDD, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Engineer.

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is \$200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

- Q. **SOVEREIGN IMMUNITY:** The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of

Owner  Contractor DV

sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

R. PUBLIC RECORDS:

(a) Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

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

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

Owner  Contractor DV

public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

- (c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER AT:

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

S. SCRUTINIZED COMPANY LIST:

(a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the Owner may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.

- T. E-VERIFY:** Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the

Owner  Contractor DV


United States for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

U. NO PREFERENCES: Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.


V. ANTI-HUMAN TRAFFICKING AFFIDAVIT: Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:



Print Name: Eileen Valdes Jimenez




Print Name: Susel Cruz

OWNER

AVENIR COMMUNITY DEVELOPMENT

DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

By: 
Name: Virginia Cepeda Rosa Eckstein Schechter
Title: Chairperson, Board of Supervisors
Dated: 8/14/2025

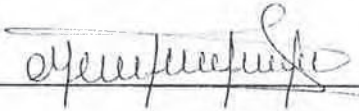
Owner  Contractor DV

CONTRACTOR

JC Iron Ornamental Works, Inc, a Florida
incorporated company



Print Name: Alejandra Gaviria



Print Name: Mayra Diaz

By: 

Name: Diego Valencia

Title: Vice President

Dated: 08/12/2025

ATTACHMENT "A"
SCOPE OF WORK

Provide all labor, material, tools, staging, licenses, taxes, hoisting, equipment, and supervision required for proper and complete performance of the Work.

- **Exterior Monument Front Decorative Louver** - 49' LF - 2' H- Based on Plans provided by Customer Material: - 4" Sq. Tube- 1.5" x 4" Horizontal Rect. Tube- Top Mounted- Stainless Steel Fasteners- Powder Coated Bronze Aluminum *All Designs and dimensions based on plans provided by customer and made by Pascual Perez Kiliddjian, Starr Architects and Planners, Dated: 01-23-2025 If actual footage and dimensions vary from what is quoted, price is subject to change. *Total Cost Includes: Site Measurements- Shop Drawings to be reviewed by customer before fabrication: All Heavy Duty Hardware- Stainless Steel Fasteners- Heavy Duty Powder Coating- Delivery to site- Installation on site- Permits NOT Included- Engineered Drawings NOT Included- Any Changes made by an engineer may be subject to Upcharge
- **Entry Aluminum Signage** - Based on Plans Provided by Customer Breakdown > (2) Signs for Lake Ridge -24" HIGH POWDER COATED BRONZE ALUMINUM Material: 1/4" Aluminum- Stainless Steel Spacer- Powder Coated- Stainless Steel Fasteners * Lettering pricing is based on current market rates and is valid for 15 days from the date of this estimate. Due to the nature of the water jet cutting process and material cost fluctuations, pricing is subject to change after this period. A revised quote may be required if approval is received beyond the 15-day window. * If actual footage and dimensions vary from what is quoted, price is subject to change. *Total Cost Includes: Site Measurements- Shop Drawings to be reviewed by customer before fabrication: All Heavy Duty Hardware- Stainless Steel Fasteners- Heavy Duty Powder Coating- Delivery to site- Installation on site- Permits NOT Included- Engineered Drawings NOT Included- Any Changes made by an engineer may be subject to Upcharge

Included in the Scope of Work is all field surveying, construction layout and as-builts necessary to perform the Work in accordance with the Plans and Specifications attached as prepared by the Engineer-of-Record or as may be modified at the direction of the Owner or applicable regulatory permitting agencies. Work includes all necessary inspections, and work required to certify the Work to the permitting agencies.

ATTACHMENT "B"
SCHEDULE OF VALUES

50% Down Payment (less 10% retainage)

50% Upon Completion of Work (less 10% retainage)

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 21 Lake Ridge Entry Monument Architectural Plans Prepared by Pascual, Perez, Kiliddjian, Starr and Associates together with all Structural Engineering Plans, MEP Engineering Plans and Civil Engineering Plans approved in connection therewith, dated 01.23.25.

BILL OF SALE
(Stormwater and Drainage Facilities)

KNOW ALL MEN BY THESE PRESENTS, School Development Avenir LLC, a Florida limited liability company, hereinafter called **GRANTOR**, which term shall include the singular or plural as the context shall require, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid and delivered by **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, hereinafter called **GRANTEE**, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the **GRANTEE**, its successors and assigns, the following improvements:

Those stormwater and drainage improvements and facilities, including, but not limited to, pipe, connections, valves, separators, and related equipment, located within the Drainage Easement (DE) identified in the Plat of AVENIR – CHARTER SCHOOL, as recorded in Plat Book 138, Page 33 in the Public Records of Palm Beach County, Florida, within the boundaries of the Avenir Community Development District, as further identified in the Paving and Drainage System Plans for the Avenir—Charter School, prepared by Balbe & Associates, Inc., Sheets: PD1 through PD8, a copy of which is attached hereto and made a part hereof as Exhibit "A" (the "Plans").

All governmental approvals necessary to install or construct the above improvements on the property identified in the Plans have been obtained, and GRANTOR is conveying the complete interest in said improvements. All the above improvements were built and constructed at the described locations and are more particularly shown on the Plans attached hereto and made a part hereof.

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

GRANTOR does covenant to and with the **GRANTEE**, its successors and assigns, that **GRANTOR** is the lawful owner of the above described; that said property is free from all encumbrances; that **GRANTOR** has good right to sell the same aforesaid; that the **GRANTOR** will warrant and defend the sale of the said property unto the **GRANTEE**, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the **GRANTOR** has hereunto set its hand and seal this ____ day of _____, 2025.

WITNESSETH:

Signature

Twinky R Perez
Print name

Signature

Ignacio Miveta
Print name

STATE OF FLORIDA }
COUNTY OF Miami Dade }

School Development Avenir LLC,
a Florida limited liability company

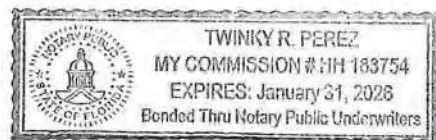
By: _____

Print name: Annette M Iraola

Title: manager

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of July, 2025, by Annette Iraola, as Manager of School Development Avenir LLC, a Florida limited liability company, on behalf of said company. She/he is personally known to me and did/did not take an oath.

Serial Number _____



NOTARY PUBLIC

Twinky Perez
PRINT NAME

This instrument prepared by:
David Cohen
Edwards Cohen
200 West Forsyth Street, Suite 1300
Jacksonville, Florida 32202

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ACCESS EASEMENT

THIS ACCESS EASEMENT (this "Easement") is entered into as of the ____ day of _____, 2025, (the "Effective Date") by and between School Development Avenir LLC, a Florida limited liability company ("Grantor"), whose mailing address is 6457 Sunset Drive, Maami, Florida 33143, and AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "District") whose mailing address is c/o Special District Services, 2501A Burns Road, Palm Beach Gardens, FL 33410. Grantor and the District are hereinafter referred to collectively as the "Parties", and each individually is a "Party".

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Palm Beach County, Florida, the legal description of which is set forth in Exhibit "A" attached hereto (the "Grantor Property");

WHEREAS, simultaneously herewith, Owner has conveyed to the District certain real property that is adjacent to the Owner Property and located in Palm Beach County, Florida, the legal description of which is set forth in Exhibit "B" attached hereto (the "District Property," together with the Grantor Property, the "Properties"); and

WHEREAS, in conjunction with the conveyance of the District Property to the District, Owner desires to grant the District an access easement over the Owner Property for access between the District Property and Avenir Drive.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Easement and made a part hereof.

2. Grant of Easement. Owner hereby grants to the District, its agents, employees and invitees, a non-exclusive easement over and upon the Owner Property for access by the District,

its officers, employees, agents, and contractors between the District Property and Avenir Drive for purposes of maintenance, repair and management of the District Property, provided that the District shall utilize the paved areas of the Owner Property for such access to the fullest extent reasonably feasible.

3. Term and Termination. This Easement shall be perpetual unless earlier terminated by written instrument signed by each Party and recorded in the Public Records of Palm Beach County, Florida (the "Public Records").

4. Maintenance and Repair. The Owner Property shall be maintained by Owner, at its sole cost and expense, in a clean, well-kept condition; provided, however, any damage caused to the Owner Property by the District shall be repaired by the District, at its sole cost and expense. All such maintenance and repair shall be performed in a good and workmanlike manner, in accordance with all applicable governmental laws and regulations, and in a manner so as to minimize disruption of use of the Properties by their respective owners.

5. No Interference. The District agrees to exercise the rights granted under this Easement in such a manner as to not interfere with Owner's use of the Owner Property.

6. Rights Reserved. Owner hereby reserves all rights of ownership in and to the Owner Property that are not inconsistent with this Easement, including, without limitation, the right to grant further easements on, over and across the Owner Property and the right to use the Owner Property for all uses not interfering with the uses permitted under this Easement.

7. Parties Bound by this Easement. This Easement shall be binding upon and shall inure to the benefit of Owner and the District, together with their respective successors and assigns, and shall be deemed perpetual covenants that run with the land.

8. Amendment. Except as provided in Section 3 hereof, any amendment of this Easement shall be binding only if evidenced in a written instrument signed by each Party and recorded in the Public Records.

9. Enforcement. In the event of any controversy, claim or dispute relating to this Easement or its breach, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appellate and mediation.

10. Governing Law and Venue. The terms of this Easement shall be governed by the laws of the State of Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

11. Notices. Any notice provided for or concerning this instrument shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each Party as set forth at the beginning of this Easement or at any subsequent address for either of the Parties or their successors and assigns following notice of an address change.


12. Counterparts. This Easement may be executed in counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Easement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages.

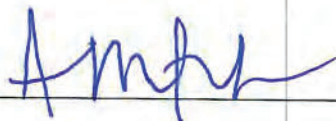
13. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

[SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Owner has signed and sealed this instrument as of the day and year set forth above.

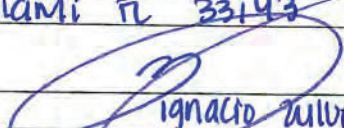
School Development Avenir LLC, a Florida limited liability company


Print Name: Twinky Perez
Address: 6457 Sunset Drive
Miami FL 33143

By: 

Print name: Annette Iraola

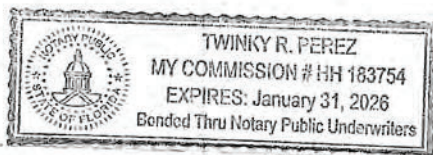
Title: Manager



Print Name: Ignacio Culbetera
Address: 6457 Sunset Drive
Miami FL 33143

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

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 25 day of JULY, 2025 by Annette Iraola as Manager of School Development Avenir LLC, a Florida limited liability company, on behalf of said company, and who is (☒) personally known to me or (☐) has produced _____ as identification.

[NOTARIAL SEAL]



Notary: 
Print Name: Twinky Perez

Notary Public, State of Florida
My commission expires: 1/31/26

IN WITNESS WHEREOF, the District has signed and sealed this instrument as of the day and year set forth above.

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

Print Name: _____
Address: _____

By: _____
Virginia Cepero, Chairperson
Board of Supervisors

Print Name: _____
Address: _____

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

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 2025 by Virginia Cepero, as Chairperson of the Board of Supervisors of Avenir Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and who is () personally known to me or () has produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____

Notary Public, State of Florida
My commission expires: _____

EXHIBIT "A"

Owner Property

Tract A of the Plat of AVENIR – CHARTER SCHOOL, as recorded at Plat Book 138, Page 33 in the Public Records of Palm Beach County, Florida

EXHIBIT "B"

District Property

Tracts LM1 and WI of the Plat of Avenir – Charter School, as recorded at Plat Book 138, Page 33 in the Public Records of Palm Beach County, Florida

Prepared by and return to:

David Cohen
Edwards Cohen
200 W. Forsyth Street, Suite 1300
Jacksonville, Florida 32202

_____[Space Above This Line for Recording Data]_____

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (“Easement”) is made this 25th day of July, 2025, by **School Development Avenir LLC**, a Florida limited liability company, with an address of 6457 Sunset Drive, Miami, Florida 33143 (the “**Grantor**”), to **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, with an address of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, FL 33410 (the “**Grantee**”).

WITNESSETH:

Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a permanent, non-exclusive easement on, over, under, and across that certain real property located in Palm Beach County, Florida, which is owned by Grantor and is more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the “**Easement Area**”) for the purpose of installing, maintaining, and operating underground stormwater drainage facilities.

This Easement is expressly subject to Grantor’s reserved right to permit any other person, firm or corporation to lay cable, conduit, water and sewer lines, and other facilities within the Easement Area, and to make any other use of the Easement Area which is not inconsistent with this Easement. All drainage facilities within the Easement Area shall be underground and shall not, to the extent applicable, interfere with the use of the Easement Area.

By acceptance of this Easement, Grantee hereby agrees, to the extent allowed by law, to indemnify and hold Grantor and its successors and assigns harmless from and against any and all claims, liability, liens, costs, losses, damages, expenses and demands, including reasonable attorneys’ fees and costs at trial and all appellate levels, arising from, growing out of, or in connection with Grantee’s use of the Easement Area.

All rights, benefits and burdens created by this Easement shall run with title to the Easement Area and shall be binding upon Grantor and its successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has hereto set its hand and seal the day and year first above written.

WITNESSES:

Signed, sealed and delivered in the presence of:


Witness #1 Signature

TWINKY PEREZ
Witness #1 Printed Name

6457 SUNSET DRIVE

MIAMI FL 33143
Witness #1 Address


Witness #2 Signature

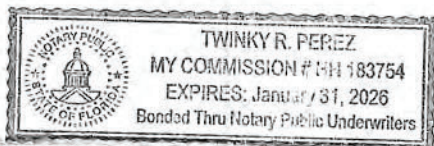
IGNACIO ZULUETA
Witness #2 Printed Name

6457 SUNSET DRIVE

MIAMI FL 33143
Witness #2 Address


STATE OF FLORIDA)
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25 day of JULY, 2025, by Annette Iraola, as Manager and on behalf of School Development Avenir LLC, a Florida limited liability company, of who ☒ is personally known to me or who ☐ has produced _____ as identification.



GRANTOR:

School Development Avenir LLC, a Florida limited liability company

By: 
Name: Annette Iraola
Title: Manager


Notary Signature

TWINKY PEREZ
Print Name
Notary Public – State of Florida
My Commission Expires: 11/31/25

EXHIBIT "A"

Easement Area

The 15' Drainage Easement (DE) as set forth on the AVENIR – CHARTER SCHOOL Plat recorded at Plat Book 138, Pages 33-34 in the Public Records of Palm Beach County, Florida.

CHANGE ORDER NO. 11

Date of Issuance: July 10, 2025

Effective Date: July 10, 2025

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

Owners Contract #: N/A

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

Contractors
Project #: 220010

Engineer: HSQ Group, Inc.
1001 Yamato Road
Boca Raton, FL 33431

Engineers
Project No.: 180437

Project: Northlake Blvd Phase 2 (RW 5622B-0222)
From east of Avenir to Dr. to west of SR7

Construction Name: Construction Contract
(Roadway Improvements)

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

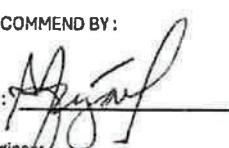

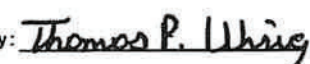
Description: *Northlake Blvd Ph.2 : Cost of "Illuminated Signs" at Ibis Blvd & Shoppes of Ibis on Northlake Blvd.
*Requested Calendar Days

Attachments: *Correspondence pertaining to the Illuminated Sign Structures.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times:
\$4,173,882.11	Total Contract Days : 450 Days
	Start Date : 9/12/2022
	End Date : 12/6/2023
[Increase][Decrease] from previously approved Change Orders No. : 0 to No. 10 :	[Increase] from previously approved Change Orders No. 0 to No. 10 :
\$ 1,747,409.69	546 days

Page 1

Owner:  Contractor: 

Contract Price prior to this Change Order : \$ 5,921,291.80	Contract Times prior to this Change Order : Total Contract Days : 996 Start Date : 9/12/2022 End Date : 6/4/2025	
[Increase] / [Decrease] of this Change Order : \$ 12,598.28	[Increase] of this Change Order : 100 Days	
Contract Price incorporating the Change Order : \$ 5,933,890.08	Contract Times with all the approved change Orders : Total Contract Days : 1096 Days Start Date : 9/12/2022 End Date : 9/12/2025	
RECOMMEND BY : By:  Engineer HSQ Group, Inc. 1001 Yamato Rd, Suite 105 Boca Raton, FL 33431 Date: 7/10/2025	ACCEPTED : By:  Avenir Community Development District Virginia Cepero Chairperson Date: 7/10/25	ACCEPTED : By:  Contractor: J.W. Cheatham, LLC 7396 Westport Place West Palm Beach, FL 33413 Date: 7/10/2025



**Road Building &
Earthmoving Contractors**

July 10, 2025

Avenir Community Development District

C/O: Alberto Zuniga

Ref: Northlake Blvd Phase 2 at "Shoppes of Ibis" & "Ibis Blvd"

Subject: Request for Compensation – ILSNS Sign Structures (Material Only)

Dear Mr. Zuniga,

J.W. Cheatham, LLC respectfully requests reimbursement for the material costs associated with the new sign structures for the Illuminated Street Name Signs (ILSNS) located at the intersection of Shoppes of Ibis and Ibis Blvd.

On February 4, 2022, HSQ approved the original ILSNS sign submittals. Based on this approval we proceeded to order the sign structures in order to avoid delays and price increases. On January 25, 2023 "approximately a year later" Palm Beach County Traffic rejected the rear-mounted configuration after the sign structures had already been installed.

J.W. Cheatham, LLC requests reimbursement of the material costs of the new sign structures only. We will absorb all labor costs related to the installation, removal, and reinstallation of the top-mounted ILSNS, and the cost of the sign faces for the new structures.

Your timely review and approval is requested.

Sincerely,

Michael Wonnell

Michael Wonnell

Project Manager

J.W. Cheatham, LLC.

7396 Westport Place West Palm Beach, FL 33413 Phone: (561) 471-4100 Fax: (561) 471-8348



**Road Building &
Earthmoving Contractors**

July 10, 2025

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

Attn: Tanya McConnell, P.E.

Ref: Northlake Blvd Phase 2 (RW56228-0222)

Dear Ms. McConnell:

I submit the following change order request for the cost of the Illuminated Sign Frame Replacement at the intersection of Shoppes of Ibis on Northlake Blvd. for the above referenced project.

	<u>QTY</u>	<u>UM</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Sign Cost	6	EA	\$ 2,099.713	\$ 12, 598.28
			Total:	\$ 12, 598.28

Qualifications:

N/A

Attached:

Correspondence pertaining to the Illuminated Sign original installation.

Your timely review and approval is requested.

Thank you,
J.W. Cheatham, LLC
Michael Wonnell
Michael Wonnell
Project Manager

7396 Westport Place West Palm Beach, FL 33413 Phone: (561) 471-4100 Fax: (561) 471-8348

Page 1 of 1



1100 S. 86th STREET • TAMPA, FL 33619

T: 813.630.2800 F: 813.630.2801

INVOICE # 27121

INV. DATE	DUE. DATE	CUST. NO.	PAGE NO.
04/15/25	05/15/25	CAR108	2 OF 2

TERMS & CONDITIONS FOR TRANSPORTATION CONTROL SYSTEMS, INC.

Effective for purchases and shipments made after June 1, 2009

DEFECTS AND WORKMANSHIP: Transportation Control Systems, Inc. warrants, to the original purchaser, that any product it manufactures is free from defects in materials and workmanship. The duration of this warranty is 12 months from the date of shipment. In the event that the purchaser discovers the product to be defective in materials or workmanship it must notify TRANSPORTATION CONTROL SYSTEMS in writing within 14 days and under no circumstances more than 14 days after the end of the 12 month warranty period. After notification in writing TRANSPORTATION CONTROL SYSTEMS, at its sole discretion, will either replace or correct any defect in materials or workmanship. These remedies are the exclusive remedies for the breach of the foregoing warranty. This warranty covers only products that are manufactured by TRANSPORTATION CONTROL SYSTEMS and does not extend to such products used as component parts that are distributed by TRANSPORTATION CONTROL SYSTEMS. Distributed products will carry the original manufacturer's warranty. TRANSPORTATION CONTROL SYSTEMS specifically excludes all other warranties whether expressed or implied. This warranty is void for products which are operated under other than design load ratings and operating conditions.

WARRANTY AND LIABILITY DISCLAIMER: TRANSPORTATION CONTROL SYSTEMS, Inc.'s liability shall in no case exceed the purchase price of the product or products which gave rise to the claim. Expenses and delays associated with the removal of any defective product shall be borne by the Purchaser. TRANSPORTATION CONTROL SYSTEMS hereby disclaims any liability for injuries which may result from the use of our products contrary to our instructions. We specifically exclude any and all warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TRANSPORTATION CONTROL SYSTEMS SHALL NOT BE LIABLE IN ANY EVENT FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES.

RETURNS: TRANSPORTATION CONTROL SYSTEM products may not be returned without prior written authorization and must be accompanied by an assigned Return Merchandise Authorization (RMA) number. Products returned without prior written authorization and not clearly marked with our assigned RMA number will not be accepted. If requested by TRANSPORTATION CONTROL SYSTEMS products shall be returned prepaid. Expenses which result from the return of goods must be borne by the Purchaser. Return goods are subject to restocking charges of up to 30% of the value of the order plus outgoing and incoming freight charges. No cash refunds. Credit applied to future orders.

SHIPPING: All shipments will be shipped F.O.B. Tampa, FL (TRANSPORTATION CONTROL SYSTEMS warehouse), freight prepaid and add if shipped outside of the State of Florida unless other arrangements have been made in advance of the order and are confirmed in writing. On orders less than \$2,500, the purchaser will bear freight costs. TRANSPORTATION CONTROL SYSTEMS' responsibility for damage or loss ceases after delivery to the freight carrier of the goods. All claims for merchandise lost or damaged must be handled by the Purchaser. TRANSPORTATION CONTROL SYSTEMS will make every attempt to accommodate shipping instructions provided by the Purchaser provided they do not conflict with any of the terms and conditions set herein. Requests for specific methods of transportation must be made at the time of order placement. Under no circumstances will TRANSPORTATION CONTROL SYSTEMS accept responsibility, nor may it be held responsible for additional charges which may result from failure to accommodate specific shipping instructions.

CANCELLATION: Cancellation requests from the Purchaser require the written consent of TRANSPORTATION CONTROL SYSTEMS. The Purchaser shall be liable for reasonable costs and expenses incurred by TRANSPORTATION CONTROL SYSTEMS prior to notice of cancellation. This amount shall not be less than 25% of the value of the goods ordered and not less than \$25.00.

VENUE: Purchaser agrees that any claim, dispute or controversy arising out of or relating to this transaction shall be made or brought solely and exclusively in the state or federal court having jurisdiction over Tampa, FL, which is in Hillsborough County, Florida. Purchaser hereby consents to personal jurisdiction in said forum.

STANDARD CONDITIONS OF SALE AND ORDER ACCEPTANCE: Purchaser assents to the terms and conditions contained herein and acceptance of this order is expressly limited to same. Any additional terms and conditions, including those contained in the buyer's purchase order or order acceptance will not be binding upon TRANSPORTATION CONTROL SYSTEMS unless such terms and conditions are specifically agreed to in writing by an authorized representative of the seller. All past due accounts shall be assessed a service charge equivalent to 1-1/2% per month (18% annual rate). In the event that TRANSPORTATION CONTROL SYSTEMS hires an attorney to assert any of its rights or defenses in connection herewith or to collect amounts due, Purchaser agrees to be responsible for all of TRANSPORTATION CONTROL SYSTEMS legal fees and expenses as well as costs of collection.

CREDIT/DEBIT CARD PROCESSING: All credit card/debit card payments are subject to a 2.50% convenience fee.

SAFETY: TRANSPORTATION CONTROL SYSTEMS disclaims any liability and Purchaser agrees to fully indemnify TRANSPORTATION CONTROL SYSTEMS and its employees for all loss and expense, including attorney's fees, relating to any claim or liability or injury resulting from product misuse, product alteration, or the use of the product contrary to written instructions. TRANSPORTATION CONTROL SYSTEMS provides only those safety products and devices identified on the invoice.

WEIGHTS AND DIMENSIONS: All weights shown are approximate or average weights and are intended for the purpose of estimating only. Dimensions shown are subject to change without notification. Certified prints of ordered material are available on request.

FDOT, APL Customers are reminded that TCS is not permitted by FDOT to supply Traffic Control Signals and Devices, related ancillary system equipment or Traffic Monitoring Equipment; count, speed, classification, etc. for use on the streets and highways of Florida unless it has been approved and included on the Approved Products List (APL) by FDOT.

FDOT may grant exceptions to this requirement by temporary permit to evaluate new technology or for other circumstances that are found to be in the public interest. It is the customer's responsibility to obtain and present temporary permits to TCS when/If necessary.

UPDATED REMIT TO:
Transportation Control Systems
1100 S 86th Street
Tampa, FL 33619

Invoice Totals

ADDITIONAL REMARKS:

ILLUMINATED SIGNS - NORTHLAKE BLVD AT IBIS BLVD & SHOPPES OF IBIS
 Based On Sales Quotations 31538. RELEASED 4/1/2025 SS Based On Sales
 Orders 20524. Based On Deliveries 32247.

SUB-TOTAL:	\$ 11,838.00
SHIPPING & HANDLING:	\$ 0.00
SALES TAX:	\$ 760.28
PAID/CREDIT:	
TOTAL DUE:	\$ 12,598.28

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUBMITTAL DATA - TRAFFIC CONTROL EQUIPMENT

750-010-02
TRAFFIC ENGINEERING
& OPERATIONS
02/14

Date Submitted: 1/27/2022
Contractor Name: Carr Construction, LLC
Submitted Name: Candace Ercolano

FDOT Financial Proj No: N/A
FDOT Contract No: N/A
Federal Job No: N/A

Cabinet ID No: _____
FDOT District: 4
County: Palm Beach

PROPOSED/INSTALLED EQUIPMENT

2135 - PBC 180437 Avenir Northlake Blvd Ph2

ITEM NUMBER	QTY.	DESCRIPTION	FDOT CERTIFICATION NO	PRODUCT INFORMATION	APPROVED AS SUBMITTED		APPROVED AS INSTALLED		NOTES
(enter information as listed on the tabulation sheet in plans)			(APL number)	(enter manufacturer, model/part #, and firmware version, if applicable)	YES	NO	YES	NO	(disapproval, re-submittal, or document type change after original submittal)
700-5-21	6	INTERNALLY ILLUMINATED SIGN, 6' FLOURESCENT	700-015-024	TCS / BriteLite Series		N			need bottom of spec sheet
				HSQ GROUP, INC. THIS SUBMITTAL WAS REVIEWED FOR GENERAL CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATION					Filled out and also include 1.5" white border on sign panel
				<input checked="" type="checkbox"/> ACCEPTED <input type="checkbox"/> REJECTED					
				BY <u>ATZ</u> DATE <u>2/4/2022</u>					

ITEMS APPROVED SUBJECT TO COMPLIANCE WITH PLANS AND SPECIFICATIONS

PRE-CONSTRUCTION (complete in accordance with section 603) For Completion by Engineer of Record				FINAL ACCEPTANCE (complete in accordance with section 611) For Completion by Resident Engineer			
DATE:				DATE:			
NAME:				NAME:			
SIGNATURE:				SIGNATURE:			
APPROVED:		RESUBMIT:		APPROVED:		RESUBMIT:	
APPROVED AS NOTED:		NOT APPROVED:		APPROVED AS NOTED:		NOT APPROVED:	

NOTE TO APPROVING ENGINEER: If items listed on the Plans or Specifications are omitted, the certified items are those shown or additional items and notes "PLEASE SUBMIT" on the Plans or Specifications.

DISTRIBUTION:

ORIGINAL - ENGINEER / OFFICE OF CONSTRUCTION
COPY 1 - ENGINEER OF RECORD
COPY 2 - DISTRICT TRAFFIC OPERATIONS ENGINEER
COPY 3 - CABINET FOR EACH LOCATION VIA CONTRACTOR

Not approved, see note above
1-25-2023 KB

PAGE 1 OF 3

#1

Eddie Giles

From: Eddie Giles <egiles@jwcheatham.com>
Sent: Monday, January 30, 2023 8:58 AM
To: 'Candace Ercolano'
Cc: 'Sean Carr'
Subject: RE: FW: Resubmit shop drawings for PBC approval - Phase II

Okay. I'll let avenir know & see how they'd like to handle.

Thank you,
Eddie Giles
Project Manager
J.W. Cheatham, LLC
Office: (561) 471-4100 Ext. 251
Cell: (561) 239-4553

From: Candace Ercolano <candace@carrconstruction.org>
Sent: Monday, January 30, 2023 8:48 AM
To: Eddie Giles <egiles@jwcheatham.com>
Cc: Sean Carr <scarr@carrconstruction.org>
Subject: Re: FW: Resubmit shop drawings for PBC approval - Phase II

Hi Eddie-

Received; however, due to PBC inability to review shop drawings in a timely manner the material was released upon the review of HSQ and has been received. The orders had to be released within a certain time frame or they were subject to price increases.

Candace

On Thu, Jan 26, 2023 at 4:53 PM Eddie Giles <egiles@jwcheatham.com> wrote:

Candace,

See attached. I'm guessing Jesse (from our office) had submitted this a while back? Have you already ordered?

Thank you,

Eddie Giles

Project Manager

J.W. Cheatham, LLC

Office: (561) 471-4100 Ext. 251

Cell: (561) 239-4553

From: Alberto Zuniga <Alberto@hsqgroup.net>
Sent: Thursday, January 26, 2023 3:04 PM
To: Eddie Giles <egiles@jwcheatham.com>
Subject: Resubmit shop drawings for PBC approval - Phase II

Eddie,

See markups from PBC and resubmit for approval.

Alberto T. Zuniga, P.E.



HSQ GROUP, INC.

Engineers • Planners • Surveyors

1001 Yamato Road, Suite 105

Boca Raton, Florida 33431

Phone: (561) 392-0221 ext 107 • Cell: (561) 758-2480

HSQgroupinc.com

#2

Eddie Giles

From: Eddie Giles <egiles@jwcheatham.com>
Sent: Wednesday, March 22, 2023 10:37 AM
To: 'Carr Construction Sean'; Carr Construction Candace Ercolano
(candace@carrconstruction.org)
Subject: RE: Illuminated signs
Attachments: FW: Northlake blvd ph2 - signal submittals

FYI attached is email of our official denial of these items. Please put together change order request for this.

Thank you,
Eddie Giles
Project Manager
J.W. Cheatham, LLC
Office: (561) 471-4100 Ext. 251
Cell: (561) 239-4553

From: Eddie Giles <egiles@jwcheatham.com>
Sent: Tuesday, March 21, 2023 11:20 AM
To: 'Carr Construction Sean' <scarr@carrconstruction.org>; Carr Construction Candace Ercolano
(candace@carrconstruction.org) <candace@carrconstruction.org>
Subject: FW: Illuminated signs

Sean/Candace,
Can you provide change order request for the items attached based on PBC comments.

Thank you,
Eddie Giles
Project Manager
J.W. Cheatham, LLC
Office: (561) 471-4100 Ext. 251
Cell: (561) 239-4553

From: Tanya McConnell <tmccConnell@avenirpbg.com>
Sent: Tuesday, March 21, 2023 11:05 AM
To: Eddie Giles <egiles@jwcheatham.com>
Subject: Re: Illuminated signs

Eddie, what is the cost of the items that are now obsolete? I am trying to determine the full cost if they have to be remade.

Tanya N. McConnell
Senior Development Manager

Eddie Giles

From: Eddie Giles <egiles@jwcheatham.com>
Sent: Tuesday, March 21, 2023 11:20 AM
To: 'Carr Construction Sean'; Carr Construction Candace Ercolano (candace@carrconstruction.org)
Subject: FW: Illuminated signs
Attachments: 12 HSQ-App-2135 - PBC 180437 Sec 670 Controller Submittal NOT APPV 1-26-2023.pdf; 10 Video Camera - New Vantage Next model.pdf; 11 HSQ-App-2135 - PBC 180437 Sec 665 Ped Detector Submittal NOT appr 1-25-2023.pdf; 13 HSQ-2135 - PBC 180437 Sec 700-3 Illuminated Sign Submittal Not appr 1-25-2023.pdf; 10HSQ-App-2135 PBC 180437 Vide Detection Submittal.pdf; Re: Northlake blvd ph2: PBC Resubmittal Shop Drawings 10 and 12.

Sean/Candace,
Can you provide change order request for the items attached based on PBC comments.

Thank you,
Eddie Giles
Project Manager
J.W. Cheatham, LLC
Office: (561) 471-4100 Ext. 251
Cell: (561) 239-4553

From: Tanya McConnell <tmccconnell@avenirpbg.com>
Sent: Tuesday, March 21, 2023 11:05 AM
To: Eddie Giles <egiles@jwcheatham.com>
Subject: Re: Illuminated signs

Eddie, what is the cost of the items that are now obsolete? I am trying to determine the full cost if they have to be remade.

Tanya N. McConnell
Senior Development Manager
Avenir Development, LLC

tmccconnell@avenirPBG.com

561.818.3887

From: Eddie Giles <egiles@jwcheatham.com>
Date: Wednesday, February 8, 2023 at 2:42 PM
To: Tanya McConnell <tmccconnell@avenirpbg.com>
Subject: RE: Illuminated signs

Tanya,

I don't believe I've seen review of the **Avenir Intersection** illuminated signs. I followed up with Carr construction just to make sure.

Also, regarding the submittals 10, 11, 12, & 13 that had been kicked back (**ibis blvd & shoppes of Ibis Intersections**). See attached. These were submitted in early January/February of 2022. We just received review from PBC about 1-2 weeks ago. These items have already been made. Due to PBC long review time, the original products became obsolete & replaced by the time they finished.

I wasn't involved with the project at the time, so I am not sure if you gave us the okay to order on these items. But please let me know if they will be acceptable or how we need to proceed.

Thank you,

Eddie Giles

Project Manager

J.W. Cheatham, LLC

Office: (561) 471-4100 Ext. 251

Cell: (561) 239-4553

From: Tanya McConnell <tmccconnell@avenirpbg.com>

Sent: Wednesday, February 8, 2023 11:43 AM

To: Eddie Giles <egiles@jwcheatham.com>

Subject: Illuminated signs

Hi Eddie. Just checking to be sure that the County provided approvals for the shop drawings for these.

Tanya N. McConnell

Senior Development Manager

Avenir Development, LLC

tmccconnell@avenirPBG.com

561.818.3887

#2-s Attachment

Eddie Giles

From: Alberto Zuniga <Alberto@hsqgroup.net>
Sent: Tuesday, March 21, 2023 1:51 PM
To: Eddie Giles
Cc: Avenir Tanya McConnell
Subject: FW: Northlake blvd ph2 - signal submittals
Attachments: 10 Video Camera - New Vantage Next model.pdf; 11 HSQ-App-2135 - PBC 180437 Sec 665 Ped Detector Submittal NOT appr 1-25-2023.pdf; 10HSQ-App-2135 PBC 180437 Vide Detection Submittal.pdf; 13 HSQ-2135 - PBC 180437 Sec 700-3 Illuminated Sign Submittal Not appr 1-25-2023.pdf; 12 HSQ-App-2135 - PBC 180437 Sec 670 Controller Submittal NOT APPV 1-26-2023.pdf

Eddie,

I just got the answer from Palm Beach County and they will not accept the equipment. Please provide new shop drawings with the equipment that County is installing now.

Regards,

Alberto T. Zuniga, P.E.



HSQ GROUP, INC.

Engineers • Planners • Surveyors

1001 Yamato Road, Suite 105

Boca Raton, Florida 33431

Phone: (561) 392-0221 ext 107 • Cell: (561) 758-2480

HSQgroupinc.com

From: Eddie Giles <egiles@jwcheatham.com>
Sent: Wednesday, February 15, 2023 3:33 PM
To: Alberto Zuniga <Alberto@hsqgroup.net>
Cc: Avenir Tanya McConnell <tmccConnell@avenirpbg.com>
Subject: Northlake blvd ph2 - signal submittals

Alberto,

These items had been ordered & delivered last year. Due to PBC taking a year to review, the items became obsolete & newer models made. Will they accept the items as submitted?

Thank you,

Eddie Giles

Project Manager

J.W. Cheatham, LLC

Office: (561) 471-4100 Ext. 251

Cell: (561) 239-4553

#3

Eddie Giles

From: Eddie Giles <egiles@jwcheatham.com>
Sent: Wednesday, July 12, 2023 2:22 PM
To: Carr Construction Candace Ercolano (candace@carrconstruction.org); 'Carr Construction Sean'
Subject: Northlake blvd ph 2 - signal upgrades
Attachments: DOC071223.pdf

Candace,
Attached is change order for the signal upgrades. I still have not received the approved submittals back!

Thank you,
Eddie Giles
Project Manager
J.W. Cheatham, LLC
Office: (561) 471-4100 Ext. 251
Cell: (561) 239-4553

#4

Eddie Giles

From: Eddie Giles <egiles@jwcheatham.com>
Sent: Saturday, September 9, 2023 10:35 AM
To: 'Candace Ercolano'
Cc: 'Sean Carr'
Subject: RE: Northlake blvd Ph 2 - Submittals
Attachments: DOC071223.pdf

Candace,
Please see my comments below in red.

Thank you,
Eddie Giles
Project Manager
J.W. Cheatham, LLC
Office: (561) 471-4100 Ext. 251
Cell: (561) 239-4553

From: Candace Ercolano <candace@carrconstruction.org>
Sent: Tuesday, September 5, 2023 4:01 PM
To: Eddie Giles <egiles@jwcheatham.com>
Cc: Sean Carr <scarr@carrconstruction.org>
Subject: Re: Northlake blvd Ph 2 - Submittals

Hi Eddie-

This email is being sent to acknowledge receipt of your email, and to provide feedback to PBC comments.

1. The Polara ped detectors do have PBC custom etching on them okay will let them know
2. We received the Iteris Vantage Next Gen system late last week. Okay will let them know
3. The order was released upon HSQ review, and received prior to getting PBC feedback, which took over a year to get. Their only comment was the faces needed to include a 1.5" white border. To make the correction only the faces needed to be redone; therefore, only requiring a resubmittal of the new layout. The order was released as of today with an ESD of Nov 13th. Okay will give them clarification

Please advise the status of our change order since we are in receipt of the material for bullets 1 & 2. I have a dually executed change order from avenir on this. We are okay to bill against it. Attached is the change order I sent you in July.

As previously stated we already procured the Iteris Vantage Edge2 system per PBC standards prior to them switching it to the new Next Gen system. Here are PBC options. We can submit a change order to furnish them the material to use for maintenance parts, or if they don't want to take possession it will be a 35% restocking fee. Shouldn't this have been addressed on the change order we submitted to them? But okay, I will see what they want to do. The additional cost we may need you to put in the change order you owe me for avenir intersection & the hourly work you've done

Candace

On Thu, Aug 31, 2023 at 2:49 PM Eddie Giles <egiles@jwcheatham.com> wrote:

Candace,

Please see the attached approved submittals & also the email thread with PBC comments.

Thank you,

Eddie Giles

Project Manager

J.W. Cheatham, LLC

Office: (561) 471-4100 Ext. 251

Cell: (561) 239-4553

From: Eddie Giles <egiles@jwcheatham.com>

Sent: Tuesday, August 29, 2023 5:12 PM

To: 'Candace Ercolano' <candace@carrconstruction.org>

Cc: 'Sean Carr' <scarr@carrconstruction.org>

Subject: RE: Northlake blvd (Avenir Drive) - Submittals

Candace,

I haven't received a response. I just sent another follow up email & will give them a call tomorrow.

Thank you,

Eddie Giles

Project Manager

J.W. Cheatham, LLC

Office: (561) 471-4100 Ext. 251

Cell: (561) 239-4553

From: Candace Ercolano <candace@carrconstruction.org>
Sent: Tuesday, August 29, 2023 3:36 PM
To: Eddie Giles <egiles@jwcheatham.com>
Cc: Sean Carr <scarr@carrconstruction.org>
Subject: Re: Northlake blvd (Avenir Drive) - Submittals

Hi Eddie-

What is the status of the submittals? The vendor for the illuminated sign face replacements is getting anxious.

Candace

On Tue, Aug 8, 2023 at 1:18 PM Candace Ercolano <candace@carrconstruction.org> wrote:

Hi Eddie-

What is the status of getting the illuminated signs submittal back? Did they ask for the submittal on the additional pull boxes? Sorry, I didn't get catch the comment before

Candace

On Tue, Jul 25, 2023 at 11:30 AM Candace Ercolano <candace@carrconstruction.org> wrote:

Hi Eddie-

The list looks about right, and my records show we have not received approvals on the illuminated signs and controller cabinet.

- Controller cabinet was released prior to approval, because of the long lead times. Current ESD is 9/30
- Illuminated Signs cannot be released until an approved/approved as noted shop drawing is returned. Approx. lead time 14-weeks for approval.

Candace

On Mon, Jul 24, 2023 at 3:54 PM Eddie Giles <egiles@jwcheatham.com> wrote:

Candace,

A new pbc permit had been issued for the avenir intersection. Engineer is asking if I can resubmit all of the signalization submittals as one package for this intersection. Can you confirm the attached is everything we've submitted.

I'm comparing the new plans to the bid plans. It looks like the only new submittals we'd need is for the two bigger pull boxes?

Thank you,

Eddie Giles

Project Manager

J.W. Cheatham, LLC

Office: (561) 471-4100 Ext. 251

Cell: (561) 239-4553

#4 (page 2's Attachment)

Eddie Giles

From: Alberto Zuniga <Alberto@hsqgroup.net>
Sent: Thursday, August 31, 2023 2:13 PM
To: Eddie Giles
Cc: Avenir Tanya McConnell; Manny M. Mato
Subject: FW: Resubmittal Shop Drawings-Signalization Northlake Ph II
Attachments: HSQ-Rev-2135 Sec 665 Polara Pedestrian Detector Re-Submittal recvd 7-20-23 apprv 8-30-2023.pdf; HSQ revised 2135 - PBC 180437 Sec 700-3 REPLC Sign Faces Submittal rec'd 7-20-23 apprv 8-30-23.pdf; HSQ-Rev-2135 Sec 660 Video Detection Re-Submittal recvd 7-20-23, apprv 8-31-23.pdf

Eddie,

Here are the PBC approved resubmittal signals shop drawings.

Please take a look at the comments and let me know if you have any questions.

Alberto T. Zuniga, P.E.



HSQ GROUP, INC.

Engineers • Planners • Surveyors

1001 Yamato Road, Suite 105

Boca Raton, Florida 33431

Phone: (561) 392-0221 ext 107 • Cell: (561) 758-2480

HSQgroupinc.com

From: ENG-Traff-Inspection <ENG-Traff-Inspection@pbcgov.org>
Sent: Thursday, August 31, 2023 1:08 PM
To: Alberto Zuniga <Alberto@hsqgroup.net>; Nour Shehadeh <Nour@hsqgroup.net>
Cc: ENG-Traff-Inspection <ENG-Traff-Inspection@pbcgov.org>; Marcelino Alicea <MAlicea@pbcgov.org>; Karen Blanchard <KBlancha@pbcgov.org>; Fattoush Jafar <FJafar@pbcgov.org>; May Cheng <MCheng@pbcgov.org>; Dan Menn R. <DMenn@pbcgov.org>; Riche Horning <RHorning@pbcgov.org>
Subject: RE: Resubmittal Shop Drawings-Signalization Northlake Ph II

Hi Alberto

This Northlake Project Ph II includes changes to 3 traffic signals:

NL and Ibis (upgrade to mast arm)

NL and Shoppes of Ibis (upgrade to mast arm)

NL and FS 8 (adding signal head)

Back in January we approved loop submittal. We do prefer loops over video.

Video Detection July's submittal - Iteris Advantage NEXT model - we approved this model/spec sheet- see attached.

ILSNS - why replace sign faces only? This is a new mast arm signal and new ILSNS need to be installed.

January's submittal was denied due to white border missing. This new submittal shows the white border, but is for sign faces only.

We are ok with the sign faces/panels as shown, but we do want the full sign structure replaced not just the panels in old equipment.

Note that the pay item notes require each sign to have photocell – may need to be bought separately.
Check with manufacturer if these signs come with photocell.

Bull Dog push button: we have approved as noted.....add PBC logo

Please see note 7 and 9 on plans: contact PBCTO prior to signal work and all removed items should be delivered to PBCTO (call prior to schedule delivery).

Thank you


Karen Blanchard

Assistant Superintendent

Palm Beach County Traffic Operations

2555 Vista Parkway

West Palm Beach, FL 33411

 (561) 233-3907

 Kblancha@pbcgov.org



From: ENG-Traff-Inspection <ENG-Traff-Inspection@pbcgov.org>

Sent: Wednesday, August 30, 2023 5:29 PM

To: Karen Blanchard <KBlancha@pbcgov.org>

Cc: ENG-Traff-Inspection <ENG-Traff-Inspection@pbcgov.org>

Subject: RE: Resubmittal Shop Drawings-Signalization Northlake Ph II

Hi Karen,

Just checking if these shop drawings have been reviewed and returned. HSQ was following up today.

Thank you,

May Cheng, P.E.

Traffic Signal/Street Lighting | PBC Traffic Engineering Division

MCheng@pbcgov.org

(561) 684-4030

From: Alberto Zuniga <Alberto@hsggroup.net>

Sent: Thursday, July 20, 2023 2:09 PM

To: Karen Blanchard <KBlancha@pbcgov.org>; ENG-Traff-Inspection <ENG-Traff-Inspection@pbcgov.org>

Cc: Nour Shehadeh <Nour@hsggroup.net>; tmccconnell@avenirpbg.com; Eddie Giles <egiles@jwcheatham.com>

Subject: Resubmittal Shop Drawings-Signalization Northlake Ph II

This Message Is From an External Sender

This message came from outside your organization.

Karen,

The previous shop drawings were rejected because PBC change standards,

Let us know if these will be approved.

Thank you,

Alberto T. Zuniga, P.E.



HSQ GROUP, INC.

Engineers • Planners • Surveyors

1001 Yamato Road, Suite 105

Boca Raton, Florida 33431

Phone: (561) 392-0221 ext 107 • Cell: (561) 758-2480

HSQgroupinc.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUBMITTAL DATA - TRAFFIC CONTROL EQUIPMENT

750-010-02
TRAFFIC ENGINEERING
& OPERATIONS
02/14

Date Submitted: 7/19/2023
Contractor Name: Carr Construction, LLC
Submitted Name: Candace Ercolano

FDOT Financial Proj No: N/A
FDOT Contract No: N/A
Federal Job No: N/A

Cabinet ID No:
FDOT District: 4
County: Palm Beach

PROPOSED/INSTALLED EQUIPMENT

2135 - PBC 180437 Avenir Northlake Blvd Ph2

ITEM NUMBER	QTY.	DESCRIPTION	FDOT CERTIFICATION NO	PRODUCT INFORMATION	APPROVED AS SUBMITTED		APPROVED AS INSTALLED		NOTES
					YES	NO	YES	NO	
(enter information as listed on the tabulation sheet in plans)					(enter manufacturer, model/part #, and firmware version, if applicable)				(disapproval, re-submittal, or document field change after original submittal)
700-5-21	6	INTERNALLY ILLUMINATED SIGN, 6' FLOURESCENT	700-015-024	TCS / BriteLite Series	Y				R1 REPLC Sign Faces to include 1.5" White Border per PBC
				PBC Traffic Ops approves these sign faces, but see note on email regarding sign structures and photocells.					

ITEMS APPROVED SUBJECT TO COMPLIANCE WITH PLANS AND SPECIFICATIONS

PRE-CONSTRUCTION (complete in accordance with section 603)				FINAL ACCEPTANCE (complete in accordance with section 611)			
For Completion by Engineer of Record				For Completion by Resident Engineer			
DATE:				DATE:			
NAME:				NAME:			
SIGNATURE:				SIGNATURE:			
APPROVED:		RESUBMIT:		APPROVED:		RESUBMIT:	
APPROVED AS NOTED:		NOT APPROVED:		APPROVED AS NOTED:		NOT APPROVED:	

NOTE TO APPROVING ENGINEER: If items called for in the Plans or Specifications are omitted, list omitted items on separate lines or additional sheet(s) and write "PLEASE SUBMIT" in NOTES column.

DISTRIBUTION:

ORIGINAL - ENGINEER / OFFICE OF CONSTRUCTION
COPY 1 - ENGINEER OF RECORD
COPY 2 - DISTRICT TRAFFIC OPERATIONS ENGINEER
COPY 3 - CABINET FOR EACH LOCATION VIA CONTRACTOR

Approved as noted 8-30-2023
Karen Blanchard
Asst. Superintendent
PBC Traffic Operations

HSQ GROUP, INC.
THIS SUBMITTAL WAS REVIEWED FOR
GENERAL CONFORMANCE WITH THE
APPROVED PLANS AND SPECIFICATION

☒ ACCEPTED ☐ REJECTED

BY A. Zuniga DATE 7/20/23

PAGE 1 OF 3

"SIGN FACE ONLY" SUBMITTAL DRAWING

SIGNS SHOWN FOR GRAPHICAL REPRESENTATION "ONLY".
ALL SIGNS SHALL AGREE WITH OVERHEAD STREET NAME
AND SIGN DETAILS SHOWN IN THE SIGNALIZATION PLANS.

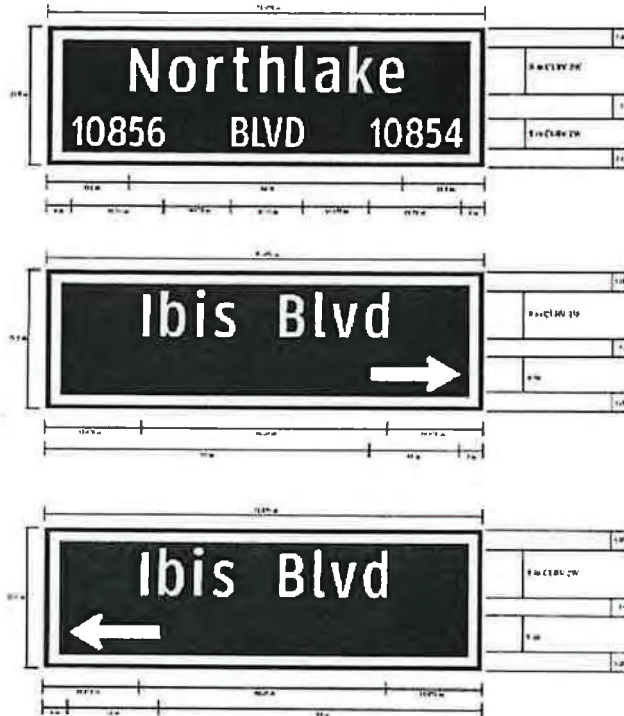


**TRANSPORTATION
CONTROL SYSTEMS**

1100 S. 86th Street | Tampa, FL 33619
813.630.2800 tcstraffic.com

COLOR FOR SIGN FACE:
GREEN EC FILM OVER WHITE DIAMOND GRADE VIP SHEETING.

BORDER WIDTH: 1.50"
BORDER RADIUS: 0.00"



1 SIGN

FACE ONLY

1 SIGN

FACE ONLY

1 SIGN

FACE ONLY

PLEASE REVIEW SIZES, SPELLING, MOUNTING, PAINT COLOR, WIRE ENTRANCE,
AND PHOTOCELLS PRIOR TO SIGNING. BY SIGNING THIS DOCUMENT, THE PURCHASER
AGREES THAT ALL INFORMATION IS CORRECT AND ALL ASPECTS ARE FINAL.

Authorized Signature: _____

Email To: Sales@tcstraffic.com

CONTRACTOR: CARR CONSTRUCTION, LLC

SO#: 15868

PO#: 770 32523-1

DATE RECEIVED: 07/17/23

IT IS NECESSARY TO CHECK ALL BOXES APPROPRIATELY TO PROCEED WITH THIS ORDER.

				<input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED AS NOTED
--	--	--	--	---



This drawing has been reviewed and approved for submission
by and on the part of: Carr Construction

"SIGN FACE ONLY" SUBMITTAL DRAWING

SIGNS SHOWN FOR GRAPHICAL REPRESENTATION "ONLY".
ALL SIGNS SHALL AGREE WITH OVERHEAD SHEET NAME
AND SIGN DETAILS SHOWN IN THE SIGNALIZATION PLANS.

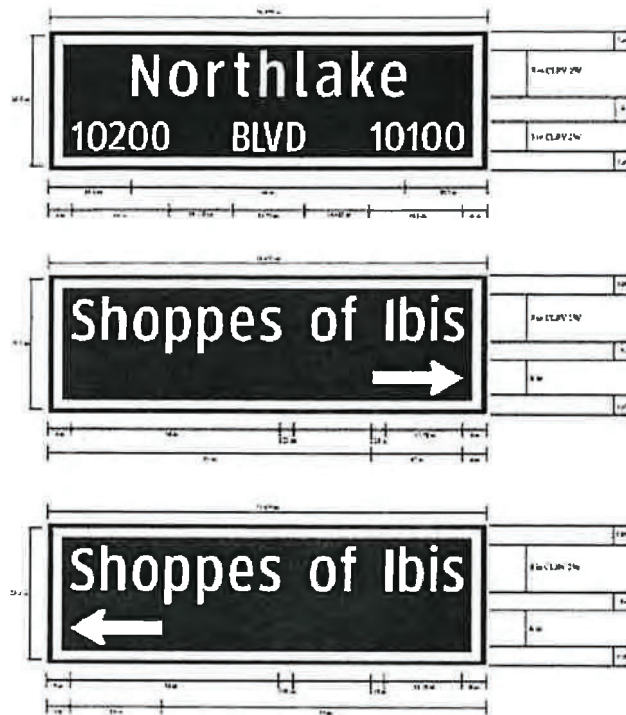


**TRANSPORTATION
CONTROL SYSTEMS**

1100 S. 86th Street | Tampa, FL 33619
813.630.2800 tcstraffic.com

COLOR FOR SIGN FACE:
GREEN EC FILM OVER WHITE DIAMOND GRADE VIP SHEETING.

BORDER WIDTH: 1.50"
BORDER RADIUS: 0.00"



1 SIGN

FACE ONLY

1 SIGN

FACE ONLY

1 SIGN

FACE ONLY

PLEASE REVIEW SIZES, SPELLING, MOUNTING, PAINT COLOR, WIRE ENTRANCE,
AND PHOTOCELLS PRIOR TO SIGNING. BY SIGNING THIS DOCUMENT, THE PURCHASER
AGREES THAT ALL INFORMATION IS CORRECT AND ALL ASPECTS ARE FINAL.

Authorized Signature: _____

SO#: 15868

Email To: Sales@tcstraffic.com

PO#: 770 32523-1

CONTRACTOR: CARR CONSTRUCTION, LLC

DATE RECEIVED: 07/17/23

IT IS NECESSARY TO CHECK ALL BOXES APPROPRIATELY TO PROCEED WITH THIS ORDER.

				<input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED AS NOTED
--	--	--	--	---

CarrConstruction

This drawing has been reviewed and approved for submission
for use in the project by: Collette Truchette

**INSTALLATION LICENSE AND MAINTENANCE AGREEMENT
FOR ENCROACHING FACILITIES
(Avenir – Pod 15)**

This Installation License and Maintenance Agreement for Encroaching Facilities (this “Agreement”) is made and entered into this 30th day of July, 2025 (the “Effective Date”), by and among:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”);

PALM BEACH WEST ASSOCIATES V, LLLP, a Florida limited liability limited partnership, whose address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the “Developer”); and

APEX AT AVENIR NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 (the “Association”).

RECITALS:

WHEREAS, the Developer is developing that certain residential community commonly known as Apex at Avenir (the “Community”) on the lands described on the plat for AVENIR – POD 15, as recorded in Plat Book 134, Pages 179 through 195, of the Public Records of Palm Beach County, Florida (the “Plat”);

WHEREAS, the District is the owner of Tracts “LM1” to “LM15”, inclusive, and Tracts “W1” to “W15”, inclusive, of the Plat (collectively, the “District Property”);

WHEREAS, in connection with the development of the residential lots within the Community (the “Lots”), the Developer has or will be installing certain drainage facilities and equipment to supplement the collection and conveyance of surface and rainwater runoff from the Lots (the “Supplemental Lot Drainage Facilities”), such facilities and equipment being generally depicted in Exhibit “A” attached hereto and made a part hereof (the “Typical Facilities Installation Exhibit”);

WHEREAS, in connection with, and as a part of, the installation of the Supplemental Lot Drainage Facilities on certain Lots, the Developer desires to install within the District Property adjacent to such Lots an end-capped, four-inch (4”) HDPE perforated pipe laid within an approximately sixteen-inch (16”) wide sand column, as generally depicted on the Typical Facilities Installation Exhibit (the “Encroaching Facilities”);

WHEREAS, the Developer will fund any and all costs and expenses arising out of the design, purchase, installation and permitting of the Encroaching Facilities, including any costs associated with restoration and repair of any damage to the District Property and other real property, facilities, and lands owned by the District or which is the District is responsible for

maintaining (collectively, the “District Lands and Improvements”) upon completion of the installation of the Encroaching Facilities, as provided herein;

WHEREAS, the Developer requests a temporary and non-exclusive license from the District to enter upon the District Property for the purpose of installing the Encroaching Facilities therein and restoring and repairing any and all damage to the District Lands and Improvements arising out of or in connection with the installation of the Encroaching Facilities upon completion of such installation, as provided herein;

WHEREAS, the District has determined that the proposed encroachment of the Encroaching Facilities into the District Property is minimal and will not adversely impact the District operations and has agreed to grant the Developer’s requested temporary and non-exclusive license to enter upon the District Property, as provided herein; and

WHEREAS, upon and after the installation of the Encroaching Facilities and restoration and repair of any damage to the District Lands and Improvements by the Developer, the District desires that the Association be responsible for the maintenance, repair and replacement of the Encroaching Facilities, and the Association, on behalf of and for the benefit of its members, has agreed to be responsible for the maintenance, repair and replacement of the Encroaching Facilities, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and the conditions contained in this Agreement and the faithful performance of same, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the District, the Developer and the Association mutually agree as follows:

1.0 Recitals

The recitals and findings set forth above are deemed true and correct to the best of the knowledge of the parties and are hereby adopted by reference and incorporated into this Agreement.

2.0 Installation License

A. The District hereby grants to the Developer and the Developer’s contractors, agents and/or consultants, a temporary and non-exclusive license to enter the District Property for the purpose of installing the Encroaching Facilities within the District Property (the “Installation License”), as follows:

i. The Encroaching Facilities shall be installed within the District Property substantially in accordance with the Typical Facilities Installation Exhibit;

ii. The Developer shall be responsible for all permitting, purchasing and installation of the Encroaching Facilities and all costs and expenses associated with same;

iii. Promptly upon completion of the installation of the Encroaching Facilities, the Developer shall restore the District Lands and Improvements, inclusive of the District Property, to substantially the same physical surface condition, including, but not limited to, grading, existing prior to such installation, including, without limitation, covering the sand column with the same or

substantially similar grass sod as the surrounding areas;

iv. Within ten (10) days of installation of the Encroaching Facilities, Developer shall deliver As-Built Plans for the Encroaching Facilities to the District;

v. The Developer shall warrant all sod installed on District Property as part of the restoration work for a period of six (6) months after installation of the sod, completion of the Encroaching Facilities by the Developer as acknowledged in writing by the District Manager of the District or his designee, and delivery of the As-Built Plans to the District, whichever date occurs last;

vi. The Developer shall be responsible for repairing the District Lands and Improvements, as well as any privately-owned property existing within the District, that is damaged or otherwise altered by the Developer or the Developer's contractors, agents and/or consultants performing any service or work in connection with the installation of the Encroaching Facilities; and

vii. The Developer shall be responsible for the care, protection and condition of all work associated with the installation of the Encroaching Facilities and shall make good, at the Developer's own cost and expense, any damage or injury occurring from any cause arising out of the Developer's negligence, acts or omissions, or the negligence, acts or omissions of the Developer's contractors, agents and/or consultants, including, but not limited to, contractors and subcontractors performing any service or work in connection with the installation of the Encroaching Facilities, restoration of the District Property, and the repair of any damages to District Lands and Improvements.

B. The District and the Developer agree that any change to the design, placement and type of construction of the Encroaching Improvements from that specified in Section 2.0(A) above shall be subject to the prior written consent of the District, which shall not be unreasonably withheld, conditioned or delayed, and subject to permitting by the City of Palm Beach Gardens (the "City"), Palm Beach County (the "County"), the South Florida Water Management District ("SFWMD") and/or any other governmental entity or agency having jurisdiction. The installation of all Encroaching Facilities shall be completed by the Developer in accordance with this Agreement. The Developer acknowledges that it does not have a right to grant a lien on the District Property. The Developer shall timely pay any and all costs associated with the installation of the Encroaching Facilities.

C. Prior to the commencement of the installation of any of the Encroaching Facilities, the Developer must obtain any and all required permits from the City, the County, SFWMD and/or any other governmental entity or agency having jurisdiction. The District shall assist the Developer in connection with obtaining the necessary permits for the Encroaching Facilities, the extent of which assistance shall be limited to executing permit applications and associated documentation within five (5) business days of being presented with the same for review and execution. The District Manager of the District and the Chair of the District Board of Supervisors, or the Vice Chair in the Chair's absence, are authorized to execute such applications and associated documentation on behalf of the District, provided the same has first been reviewed by District Counsel for the District.

D. The Developer hereby covenants and agrees to occupy and use the District Property only for the purpose of installing the Encroaching Facilities and for no other purposes.

E. The term of the Installation License shall commence upon the Effective Date and shall expire upon the earlier to occur of: (i) the date that the Developer has completed the installation of all Encroaching Facilities within the District Property and the restoration and repair of the District Property pursuant to the terms of this Agreement, as confirmed in writing by the District Manager or his designee and (ii) the date that the Developer no longer owns fee title to any Lots within the Community. Notwithstanding, the Installation License shall be in effect beyond such period for the limited purpose of the Developer correcting or repairing any damages to District Property or the replacement of any sod installed as part of the restoration work, provided that the Developer first obtains written permission from the District Manager of the District.

F. The Installation License shall not be deemed to be a lease by the District but rather a temporary license granted to the Developer by the District to use and occupy the District Property under the terms and conditions stated in this Agreement.

3.0 Maintenance of the Encroaching Facilities

A. Upon and after the installation of the Encroaching Facilities and restoration and repair of any damage to the District Property by the Developer pursuant to Section 2.0 above, the Association shall provide, and be responsible for, any and all costs and expenses that are associated with or arise out of, the maintenance, repair and replacement of the Encroaching Facilities (the "Maintenance Services"). In that regard, the District and the Association hereby agree, as follows:

i. The Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Encroaching Facilities are properly maintained and continue to function for their intended purpose;

ii. The Maintenance Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (a) the District; (b) SFWMD; (c) Florida Department of Environmental Protection; (d) the County; and (e) the City;

iii. The Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the District Property, except to the extent reasonably necessary, on a temporary basis, for the Association to perform its obligations under this Agreement;

iv. The Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement;

v. The Association shall include the regular estimated costs necessary to perform the Maintenance Services in its annual budget that is adopted in accordance with Chapter 720, Florida Statutes and shall collect said costs from its members pursuant to Chapter 720, Florida Statutes and the Association's governing documents;

vi. The Association shall be fully responsible for any and all fines and penalties imposed or levied by SFWMD, the County, the City, or any other agency or entity having jurisdiction for violations or alleged violations of applicable ordinances, rules, and regulations pertaining to the maintenance and operation of and administration over the Encroaching Facilities (collectively, "Applicable Laws"), arising in connection with the Association's failure to perform the Maintenance Services in the manner required under this Agreement. Any fines, penalties or other costs imposed against the District for such violations shall immediately be paid by the Association within fifteen (15) business days of the Association's actual knowledge of such fine, penalty or other cost. The parties agree to provide notification to each other within a reasonable time of one's actual knowledge of such alleged violation of any Applicable Laws. The Association shall be responsible for monitoring any changes to the Applicable Laws that may be applicable to the Association's performance of this Agreement;

vii. The Association and its contractors, agents, officers, employees, volunteers, and representatives, shall have the right to access the District Property as reasonably necessary to perform the Maintenance Services pursuant to this Agreement; and

viii. Except as specifically provided in this Agreement, the Association shall not make any alterations, additions or improvements to the Encroaching Facilities or the District Property without the prior written consent of the District, which shall not be unreasonably withheld, conditioned, or delayed.

B. The District and the Association agree that the Maintenance Services shall not include the repair or replacement of any Encroaching Facilities that are damaged as a result of the acts or omissions of the District or any of its contractors, agents, officers, employees, volunteers, or representatives (an "Excluded Event"). The District shall be solely responsible for all aspects of repair or replacement of any Encroaching Facilities that are damaged as a result of an Excluded Event. As soon as practicable, but no later than thirty (30) days from any occurrence of an Excluded Event, the Association shall submit written notice to the District regarding any such damage to any Encroaching Facilities due to an Excluded Event. However, the Association's failure to provide said notice shall not negate the District's responsibilities pursuant to this paragraph.

C. Except in the event of an Excluded Event as set forth in Section 3.0(B) above, the District shall have no obligation whatsoever to maintain, repair and/or replace any of the Encroaching Facilities.

4.0 Default: Remedies

A. In the event of any breach of this Agreement or of any of the rights granted herein, the harmed party shall have the right to seek damages (excluding punitive damages), specific performance and/or mandatory and/or prohibitory injunctive relief, in addition to any other remedy provided by law or equity.

B. Before any harmed party shall seek any of the remedies set forth in Section 4.0(A) above, the harmed party shall first provide the breaching party with written notice of such breach and the breaching party shall have a period of fifteen (15) days to cure the same; however, such cure period shall be extended to the extent reasonably necessary to effectuate such cure as long as the breaching party has promptly commenced the appropriate actions to cure the breach within the initial fifteen (15) day cure period and thereafter continues to diligently pursue such cure.

5.0 Indemnification

A. The Developer agrees to indemnify, defend and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the negligent acts or omissions, gross negligence, or willful misconduct of the Developer and/or its officers, employees, agents, contractors and consultants, in performing any work associated with installing the Encroaching Facilities within the District Property, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship), and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto; provided, however, it is understood that this section does not require the Developer to indemnify, defend, or hold harmless the District to the extent any loss or liability results from or arises out of the acts or omissions of the District (including its contractors, agents, officers, employees, volunteers, or representatives), the Association or any other third party.

B. The Association agrees to indemnify, defend, and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the negligent acts or omissions, gross negligence, or willful misconduct of the Association and its officers, employees, agents, contractors and consultants, in performing the Maintenance Services, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship), and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto; provided, however, it is understood that this section does not require the Association to indemnify, defend, or hold harmless the District to the extent any loss or liability results from or arises out of the acts or omissions of the District (including its contractors, agents, officers, employees, volunteers, or representatives), the Developer or any other third party.

6.0 Insurance

A. The Developer and the Association shall each individually maintain, and require any contractor hired by the Developer and/or the Association to perform any work or services pursuant to this Agreement ("Contractor") to maintain, throughout the term of this Agreement, commercial general liability insurance in with minimum limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate. Notwithstanding the foregoing, the Developer shall no longer be required to maintain such insurance after the expiration of the Installation License.

B. THE DEVELOPER AND THE ASSOCIATION AND, IF APPLICABLE, ANY

CONTRACTOR HIRED BY THE DEVELOPER AND/OR THE ASSOCIATION TO PERFORM ANY WORK OR SERVICES PURSUANT TO THIS AGREEMENT, PRIOR TO ANY INSTALLATION AND/OR MAINTENANCE ACTIVITY UNDERTAKEN, SHALL SUBMIT TO THE DISTRICT EVIDENCE OF ITS REQUIRED COVERAGE AND SPECIFICALLY PROVIDING THAT THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE DEVELOPER, THE ASSOCIATION OR CONTRACTOR, AS THE CASE MAY BE. Prior to the performance of any work or services pursuant to this Agreement, the Developer, the Association, and/or the Contractor (as applicable) shall furnish the District with a Certificate of Insurance evidencing compliance with this Section 6.0.

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

D. The District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the Developer's, the Association's and/or Contractor's interest or liabilities, but are merely minimum requirements established by the District Manager. The District reserves the right to reasonably require other insurance coverages that the District deems necessary depending upon the risk of loss and exposure to liability.

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

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

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

7.0 Term of Agreement

This Agreement shall take effect as of the Effective Date and shall continue for so long as any Encroaching Facilities exist within the District Property and are being maintained by the Association pursuant to this Agreement.

8.0 Miscellaneous Provisions.

A. **Time of the Essence.** Time is of the essence with respect to this Agreement.

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

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

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

AS TO THE DEVELOPER: Palm Beach West Associates V, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Larry Portnoy

With a copy to: Palm Beach West Associates V, LLLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

AS TO THE ASSOCIATION: Apex at Avenir Neighborhood Association, Inc.
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: HOA President

With a copy to: Apex at Avenir Neighborhood Association, Inc.
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

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

C. **Entire Agreement.** The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between the District, the Developer and the Association and each agrees that no representation was

made by or on behalf of any other that is not contained in this Agreement, and that in entering into this Agreement no party relied upon any representation not herein contained.

D. **Amendment and Waiver**. This Agreement may be amended only by a written instrument signed by the affected parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of any other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

E. **Severability**. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

F. **Controlling Law**. This Agreement shall be construed under the laws of the State of Florida.

G. **Authority**. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

H. **Costs and Fees**. In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party(ies) all costs incurred, including reasonable attorney's fees and costs up to and including trial, alternate dispute resolution, or appellate proceedings.

I. **Successors and Assignment**. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Developer, the Association and the District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld; provided, however, after the expiration of the Installation License, only the written consent of the Association and the District shall be required. Nothing contained herein shall prohibit the Association from delegating its obligations under this Agreement to a Contractor(s), which may be done by the Association in its sole discretion and without prior notice or approval.

J. **No Third-Party Beneficiaries**. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

K. **Arm's Length Transaction**. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen

and selected the language, and the doubtful language will not be interpreted or construed against any party.

L. **Execution of Documents.** Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

M. **Construction of Terms.** Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

N. **Captions.** The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

O. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument. The signatures of all of the parties need not appear on the same counterpart, and electronic delivery of an executed counterpart signature page in "PDF" format shall be effective for binding the District, the Developer and the Association to this Agreement.

[SIGNATURE PAGES FOLLOW]

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

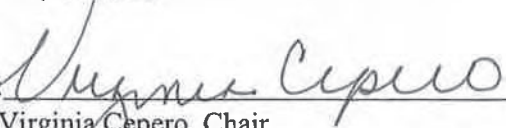
ATTEST:

DISTRICT:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Palm Beach Gardens, Florida



Jason Pierman, Secretary

By: 

Virginia Cepero, Chair
Board of Supervisors


Date: 7/30, 2025

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

DEVELOPER:

**PALM BEACH WEST ASSOCIATES V,
LLLP**, a Florida limited liability limited partnership

By: **Palm Beach West V Corporation**, a
Florida corporation, its general partner

By: 
Name: Richard M. Norwalk
Title: VP

Date: July 28, 2025

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

ASSOCIATION:

**APEX AT AVENIR NEIGHBORHOOD
ASSOCIATION, INC.,** a Florida not for profit
corporation

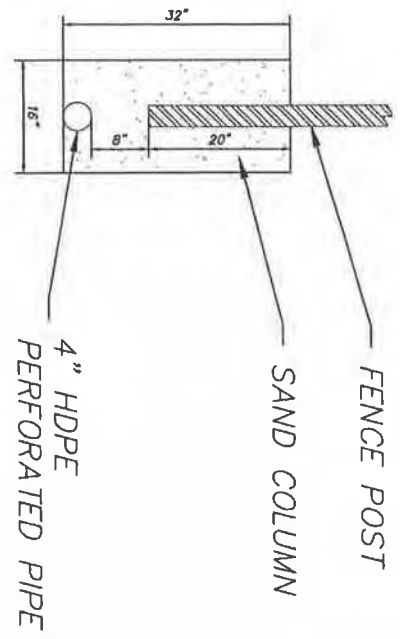
By: Amanda Missano
Name: Amanda Missano
Title: Project Manager / HOA President

Date: July 28th, 2025

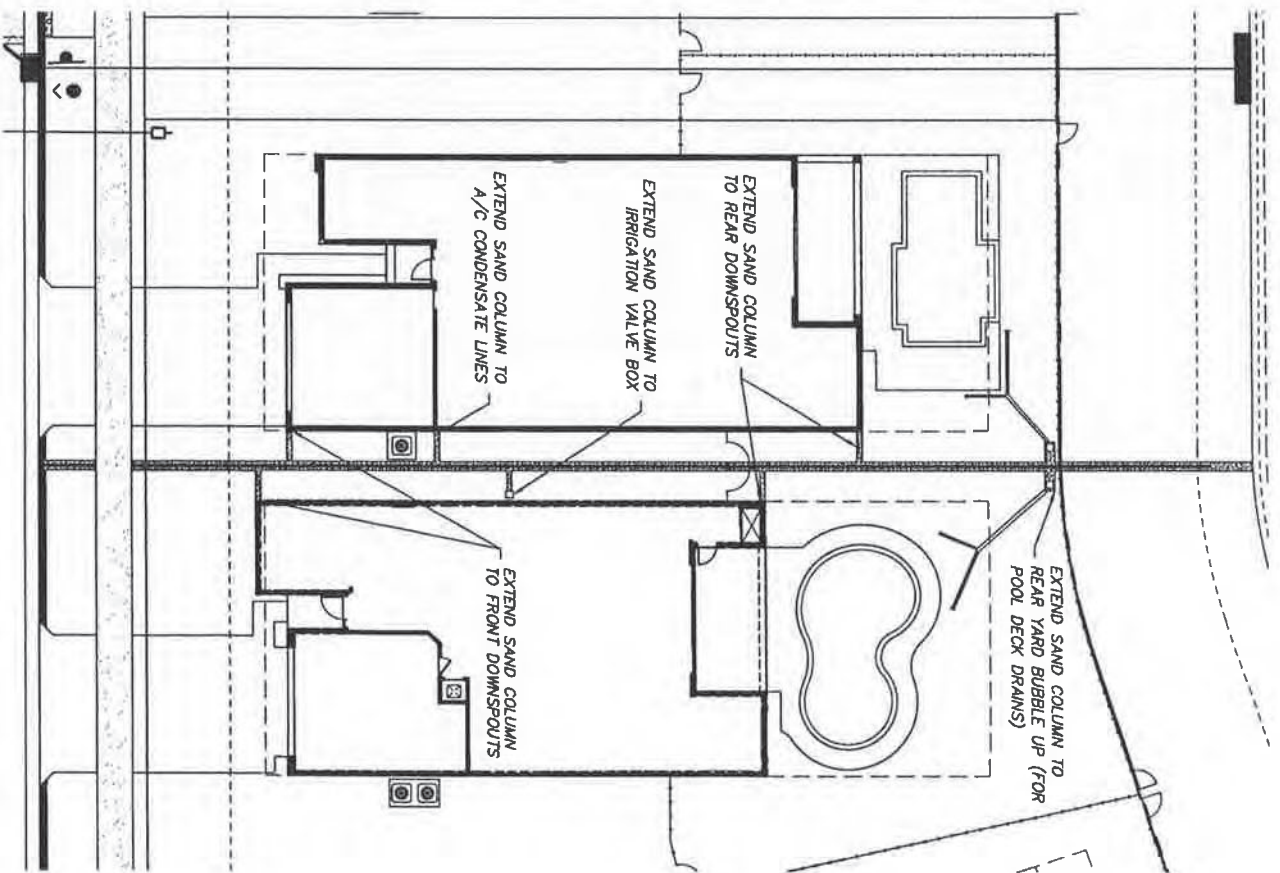
EXHIBIT "A"

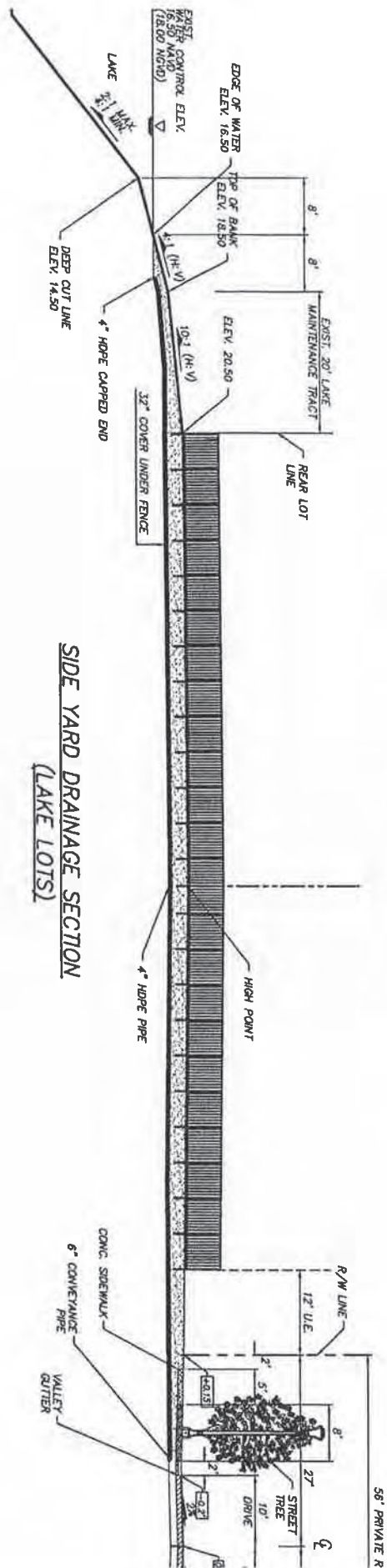
GENERAL DEPICTION OF SUPPLEMENTAL LOT DRAINAGE FACILITIES

(See attached two (2) pages)



SAND COLUMN DETAIL







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

July 9, 2025

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

Supplemental Agreement 19

Re: **Northlake Blvd / 140th Ave Intersection Temporary Design
And regrading the main entrance at Avenir**

Dear Mr. Mato:

The purpose of this Supplemental Agreement is to prepare a temporary construction plans for the intersection of Northlake Blvd and 140th Avenue intersection.

After the completion of the ultimate design for the intersection of Northlake Blvd and 140th Ave which was matching with the county's 4-lane improvement at Northlake Blvd, it was found out that the county's construction schedule has changed and will not be at the same time as the construction of the intersection. Therefore, HSQ Group, LLC were directed to prepare/modify construction plans that match the existing 2-lane at Northlake Blvd. The north leg of the intersection is already set at the ultimate location and should remain as constructed in the field. The south leg of the intersection will be modified to be set at the ultimate location horizontally and vertically with a transition on both horizontal and vertical transitions to match the existing Northlake Blvd.

The scope of work associated with this request is summarized below

- 1- Prepare a master plan/sketch of the layout and share it with the county Roadway Division for preliminary approval. Master plan will include typical sections as needed, the master plan sheets at 1" = 40' scale. Auto Turn simulation will be conducted for the intersection to ensure that the intersection is adequate for the traffic movements for the temporary construction.
- 2- Prepare quantities and cost estimate if needed.
- 3- Drainage Design and analysis as needed for the temporary connection at the south side.
- 4- Utility coordination / update of the already obtained utilities markups as needed.
- 5- Permitting
 - a- South Florida Water Management District (SFWMD), permit modification.
 - b- Indian Trail Water Management District (ITWCD).
 - c- Palm Beach County Land Development permit.

- 6- Construction plans
 - A- Roadway plans modifications
 - B- Signing and pavement marking

7- Construction Engineering Inspection. Already included under SA 16.

Regrading the main entrance at Avenir

The entrance at Avenir was not constructed per the original plans which created minor ponding at the curb returns of the entrance. Grades of the as built were obtained and a regrading plan was prepared and coordinated with the contractor and the county included field visits.

The following is a summary of the fee schedule:

Activity	Optional services	Basic Services
Survey	Not in contract	\$ -
2 - Master Plan & coordination with the county		\$ 2,676
3 - Prepare quantities and cost estimate		\$ 1,113
4 - Drainage Design		\$ 1,317
5 - Utilities coordination	not in contract	\$ -
6 - Permitting		\$ 6,675
7 - Construction Plans		\$ 5,617
8 - Construction Engineering Inspection	already included under the ultimate intersection design	
9 - Regrading at Aviner Entrance		\$ 4,796.40
TOTAL	-	\$ 22,195
	TOTAL	\$ 22,195

Acceptance of Proposal:

By: **HSQ Group, LLC.**

By: **Avenir Development LLC**

Signed: Nour Shehadeh

Signed: _____

Name: Nour Shehadeh, PE

Name: _____

Title: Managing Partner

Title: _____

Date: July 9, 2025

Date: _____

SPECIAL EVENTS INDEPENDENT CONTRACTOR AGREEMENT

THIS SPECIAL EVENTS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made this 11/3/25, by and between the **Avenir Community Development District**, a local unit of special-purpose government established and existing under Chapter 190, Florida Statutes, with an address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District") and the City of Palm Beach Gardens o/b/o the Nest Par 3 Golf Course, with an address of 9900 Sandhill Crane Drive, Palm Beach Gardens, Florida 33412 (the "City").

RECITALS

WHEREAS, the Avenir Community Development District owns certain property within the boundaries of the District, located in Palm Beach Gardens, Florida, including an amenity facility, pool complex and surrounding areas (collectively, the "Property"); and

WHEREAS, the District hosts a number of special events on the Property and desires to enter into an agreement with an independent contractor to provide entertainment based services for such a special event; and

WHEREAS, the City desires to provide such services to the District on the Property for an event that will take place on July 14, 2025 (the "Event"); and

WHEREAS, the District desires to hire the City to perform the services for the Event, which services are outlined in **Exhibit A** attached hereto and incorporated herein by reference, and desires to grant the City a limited, non-exclusive right to enter upon the Property for the Event; and

WHEREAS, the City acknowledges and appreciates the risks of coming on the Property; and agrees that the City, its employees, agents, subcontractors, invitees, and all persons under City's direction and control, as well as any other person on the Property at the direction of City (collectively, the "Invitees") shall at all times exercise due care for their own personal safety and the safety of other employees, agents, subcontractors, attendees and/or Invitees on the Property.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **City's OBLIGATION.** The City shall provide the services attached hereto as **Exhibit A**. The City shall perform such services for a onetime charge of \$ 400, inclusive of all costs and fees. The City shall provide all labor, materials, and equipment necessary for such services unless otherwise specified on **Exhibit A**.

3. **BILLING AND PAYMENT.** The City shall invoice the District after successful completion of the services provided pursuant to the terms of this Agreement. The District shall provide payment within thirty (30) days of receipt of the invoice.

4. **GRANT OF ACCESS AND CARE OF THE PROPERTY.** The District hereby grants the City a non-exclusive right to come upon the Property on the date of the Event and to provide the services set forth in **Exhibit A**. At the conclusion of the Event, the City shall remove and properly dispose of any debris, garbage or trash generated by the City. The City shall use all due care to protect the property of the District, including the Property, as well as the property of the residents and landowners within the District from damage. The City agrees to repair any damage resulting from the City's activities and work, at the City's sole expense, within twenty-four (24) hours.

5. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** The City shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. The City acknowledges and commits that all the employees of the City who will be working each Event have undergone background screening and sexual offender/predator checks as required by applicable Florida Statutes. If the City fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the City or any of its agents, servants, or employees in the provision of such services, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to the provision of such services, or fails to comply with any requirement of such governmental body or agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

6. **INSURANCE.** At the time of execution of this Agreement, the City shall file with the District certificates of insurance, in the forms and amounts acceptable to the District.

7. **INDEPENDENT CONTRACTOR.** The District and City agree and acknowledge that City shall serve as an independent contractor of the District. Nothing in this Agreement shall be construed or interpreted to create the relationship of employer and employee between the parties hereto. Neither the City nor employees of the City shall be entitled to any benefits, including but not limited to health and dental insurance, wellness, pension, or workers' compensation accorded District employees by virtue of the services provided under this Agreement. The District shall not be responsible for withholding or otherwise deducting federal income tax or social security, or otherwise assuming the duties of an employer with respect to the City or any employee of the City.

8. **RECOVERY OF COSTS AND FEES.** It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to this Agreement shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.

9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Notwithstanding any term or condition to the contrary set forth herein, the District's duty to indemnify the City is subject to the monetary limitations set forth in Section 768.28, Florida Statutes (2023), including contracts and any money damages, and the City's duty to indemnify the District is subject to the monetary limitations set forth in Section 768.28, Florida Statutes (2023), including contracts and any money damages.

10. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance. Notwithstanding the foregoing, the City's total liability shall not exceed the total compensation paid to the City as set forth in Section 2 of this Agreement.

12. CANCELLATION. The District shall have the right to cancel this Agreement at any time prior to commencement of the services with no money due and owing to the City whatsoever. To the extent possible, the District will provide written notice of such cancellation. The City shall have the right to cancel this Agreement upon sixty (60) days' written notice to the District.

13. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

14. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

15. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

16. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

17. ASSIGNMENT. Neither the City nor the District may assign this Agreement or any monies to become due hereunder without the prior written approval of the non-assigning party. Any assignment entered into without the written approval of the non-assigning party shall be invalid and unenforceable.

18. APPLICABLE LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Palm Beach County, Florida.

19. PUBLIC RECORDS. The City understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The District understands and agrees that all documents of any kind provided to the City in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

20. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather, shall be enforced to the extent permitted by law.

21. EFFECTIVE DATE AND TERM. This Agreement shall be in effect for the Event date only, unless cancelled earlier by either party in accordance with the provisions of this Agreement.

22. CONFLICT. To the extent that the terms described in **Exhibit A** conflict with the terms of this Agreement, the terms herein shall control.

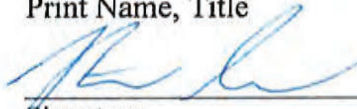
IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

(The remainder of the page intentionally left blank.)

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Richard Salvatore, General Manager
Patrice Chiaramonte as Lifestyle Director

Print Name, Title



Signature

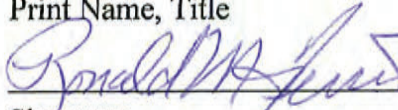
7/3/25

Date

**CITY OF PALM BEACH GARDENS
O/B/O THE NEST PAR 3 GOLF
COURSE**

Ronald M. Ferris as City Manager

Print Name, Title



Signature

7/3/25

Date

Exhibit A: Scope of Services

**FIRST AMENDMENT TO SERVICE AGREEMENT
LAWN AND LANDSCAPE MAINTENANCE/LAKE BANK MOWING
(Phase One and Phase Two)**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (“First Amendment”) is made and entered into on the 7th day of July, 2025, by and between:

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

ARAZOZA BROTHERS CORPORATION, a Florida corporation, whose principal and mailing address is 7027 SW 87 Court, Miami, Florida 33173 (hereinafter “Contractor”).

Recitals

WHEREAS, the District and the Contractor are parties to a Service Agreement (Lawn and Landscape Maintenance/Lake Bank Mowing Phase One and Phase Two), dated August 22, 2024 (the “Original Agreement”), whereby the Contractor provides certain Services in accordance with the requirements of certain Permits, as such capitalized terms are defined in the Original Agreement;

WHEREAS, Contractor has provided District with its Proposal, dated June 1, 2025 (the “Public Access Roads 2025 Proposal”) to update the scope of services with respect to the additional Services that are to be provided by Contractor and include public access roads, which Public Access Roads 2025 Proposal is attached hereto and made a part hereof as Exhibit A-1; and

WHEREAS, the District Board of Supervisors authorized the proper officials of the District to enter into this First Amendment; and

WHEREAS, Contractor represents that it is qualified to serve as a contractor under this Agreement, represents that it has the requisite expertise and experience to continue to provide the services required under the Original Agreement, as amended by this First Amendment.

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

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

SECTION 2. Services. The Original Agreement is amended to provide that the Services to be provided shall be the work as described in the Original Agreement, as amended and supplemented by the work set forth in the Public Access Roads 2025 Proposal.

SECTION 3. Compensation for Additional Work. Section 2 of the Agreement, entitled "Compensation" is hereby amended to provide that the additional consideration to be paid to the Contractor for the work under the Public Access Roads 2025 Proposal shall be:

Monthly Service Fee of \$2,445.00 per month. Yearly Total of \$29,340.00.

SECTION 4. This First Amendment shall be effective on July 7, 2025 (the "Effective Date"). Prior to the Effective Date, the terms of the Original Agreement shall apply.

SECTION 5. In all other respects the Original Agreement, dated August 22, 2024 and all prior amendments thereto are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

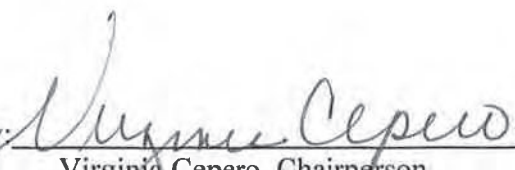
IN WITNESS WHEREOF, the parties execute this First Amendment to Agreement and further agree that it shall take effect as of the Effective Date first above written.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Attest:



Jason Pierman, Secretary


By: 

Virginia Cepero, Chairperson
Board of Supervisors

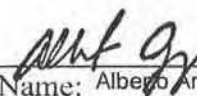
7 day of July, 2025

**ARAZOZA BROTHERS CORPORATION, a
Florida corporation**

Witnesses:



Print: Rosey Asensio

By: 

Print Name: Alberto Arazoza
Title: President



Print: Marcello Seiple

Date: July 7, 2025

Exhibit A-1

Public Access Roads 2025 Proposal

Avenir Publix Access Road

A T A P P S A L

aintenance	Descrip on 9 S T A S
Mowing Services	42 Visits <i>Mow, String Trim, Edge, Blow</i>
Detail Services	12 Visits <i>Shrub Trimming, Ornamental Shrub Pruning & Weed Treatment – Alternating Plant Material As Needed</i>
Irrigation Services	12 times per year <i>Run / inspect all clocks and zones</i>
Trimming Palms	Palm Pruning up to 12' – Service is to remove dead/declining palm fronds. Or palm fronds touching a building structure – To be done as needed during detail services
Trimming Hardwoods	Hardwood Pruning up to 8' – Service is to remove low hanging branches under 1.5" for clearance and line of site. – To be done as needed during detail services.
Agronomics	4 - Turf Fertilization Applications 2 - Palm and Ornamental Applications IPM – AS NEEDED

\$2,445.00– Per Month
\$29,340.00 – Annually



Centerline, Inc.

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

Date: 9/27/2024

To: Avenir Community Development District

Project: Avenir Spine Road Phase 3

Re-Clean Lift Station #5 & Associated Sewer Lines per SUA Directive

Item No.	Size	Description	Qty	U/M	Unit Cost	Extension
1		Centerline Test Crew	9.25	HR	\$ 234.38	\$ 2,167.97
2		Insituform Technologies	9.25	HR	\$ 235.00	\$ 2,173.75
3		Contractors Fee	1	LS	\$ 651.26	\$ 651.26
Total Price:						\$ 4,992.98

INVOICE

Southeast Services of the
Treasure Coast, Inc. CG
815 10th Court SW
Vero Beach, FL 32962

seservices@bellsouth.net
+1 (772) 226-7416



RECEIVED

SEP 26 2024

Bill to

Centerline, Inc.
2180 SW Poma Drive
Palm City, FL 34990

CENTERLINE INC

ENTERED

SEP 26 2024

J. FRASER

Ship to

Centerline, Inc.
2180 SW Poma Drive
Palm City, FL 34990

Invoice details

Invoice no.: 31951
Terms: Net 15
Invoice date: 09/26/2024
Due date: 10/11/2024

P.O. Number: Vac Truck Services
Job Number: Sanitary Sewer
Job Location: Avenir, WPB

Est Acct #

Cost Code

Job

Approved

800-28

SPINE 3
239/22 Avenir Prelim
[Signature]

#	Date	Product or service	Description	Qty	Rate	Amount
1.	09/25/2024	Vac Truck Services	Southeast Services provided vacuum truck services to clean sanitary sewer mainline and dewater lift station for inspection. LS #5, E5 to E1, E5 to E4, E4 to E2, E2 to E3, E2 to E1, E1 to E6, E1 to LS. 777LF 6:00AM to 3:15PM, 9.25hrs	9.25	\$235.00	\$2,173.75

Total

\$2,173.75

Note to customer

Client may be held liable for any administration and or legal fees incurred due to non payment of invoicing, this also includes any fees incurred by the filing of a lien against serviced property.



*Monthly Managers Report
August 28, 2025*

Date of Report: 8/20/2025

Submitted by: Richard Salvatore

○ **Completed Tasks**

- 2025 CDD Handbook has been submitted for review/revisions/approval
- Children's Summer camp, provided by play academy, has concluded.
- Post summer camp; A professional carpet cleaning has been completed in the event hall by Stanley Steemer.
- Deep cleaning of the entire fitness facility has been completed.
- A leak in the condenser coil for the event hall HVAC RTU was identified and repaired.
- The attached playground shade, which was damaged during the hurricane/tornado, has been replaced.

○ **Ongoing Tasks**

- See attached proposals for recommended "coffee station" in the clubhouse.
 - No feasible option for "vending machine" style coffee machine. Clubhouse budget will have to absorb the cost of supplies and maintenance unless this is budgeted in as a new line item.
- See attached proposals for new, branded, "Gym Rules", "Pickleball Rules", and "Tennis Rules" signs.

○ **Future Items / Items For Consideration**

- Proposal from automatic access to add an additional Access Control touch point on the clubhouse front door, increasing the security and potentially eliminating the need for late night staffing, and/or allowing for later clubhouse access "after hours".
 - **~ \$4,058 for all material and Labor**
- Proposal from automatic access to add additional security cameras on the exterior of the clubhouse, increasing monitoring and security of amenities.
 - **~ \$21,068 for all material and Labor**
- Proposals for spare pumps for the coconut entry feature have been received. 2 Proposals; 1 for exact matches, 1 for cheaper options with exact same specs and footprint. **PUSH TO 25-26**
 - Exact Matches: **\$13,387** for (4) 3HP Pentair pumps
 - Alternate Option: **\$5,010** for (4) 3HP XtremePower US Pumps
 - **Per boards recommendation; Working to get a proposal to see if retrofitting is possible, so ALL fountain pumps are the same size/brand for easy stock keeping.**
- Troubleshooting to identify faulty exterior lights has been completed. 27 in total were identified. **PUSH TO 25-26**
 - Quote received from Boston Electric: **\$9,656**
 - **Pushing until 2025-2026 budget year due to budget constraints.**



○ ***Resident Recommendations***

- Residents have inquired about adjusting the schedule of the tennis and pickleball courts from the current 8 AM open time to a 7 AM open time, since the access control expansion is now installed.
- Residents have inquired about adjusting the clubhouse open time from a hard 8 AM, to a softer and fluctuating “sunrise” time, to allow for early morning swimming.
 - If the board is interested in adjusting the clubhouse open time; We would recommend a 7 AM open time, which would cover close to “sunrise” for the majority of the year.
- Residents have recommended the addition of “Gym Rules”, “Tennis Rules”, and “Pickleball Rules” signage in the corresponding areas to help with policy adherence, self policing, and fair usage of amenities.
 - Proposal attached for each individual sign.
- Residents have recommended the addition of a small “library” where community books can be purchased, donated, and placed for resident enjoyment while they use the facility.
 - A search for a small bookshelf, matching the existing clubhouse furniture, is underway to accommodate this request.
 - The bookshelf would be placed in the clubroom, to compliment the current seating arrangement with the couches.

Lifestyle Directors Report

Date of Report: 8/20/2025

Submitted by: Patrice Chiaramonte

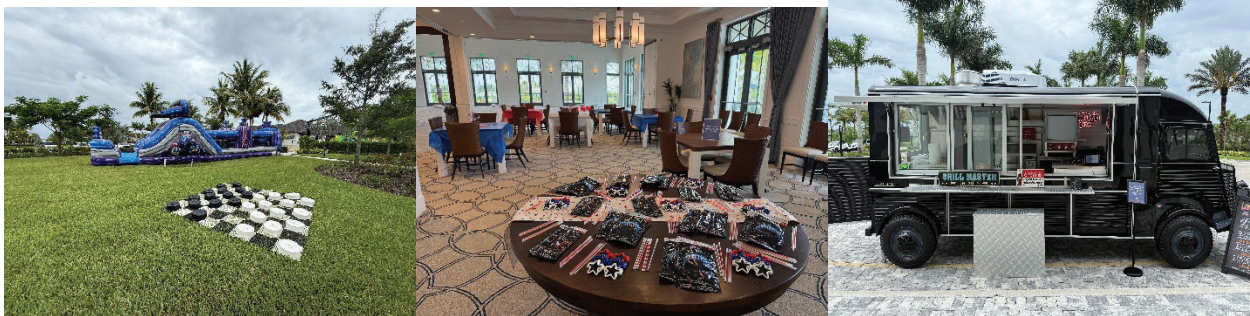
June 25, 2025, Adult Comedy Show

The clubhouse hosted a comedy show featuring Kira Soltanovich and Flip Shultz. More than 80 patrons attended this adult comedy event, which included a cash bar and complimentary light bites.



July 4, 2025, 4th Independence Day Pool Party

The clubhouse came alive for the Independence Day BBQ Party. Over 100 patrons enjoyed obstacle courses, life-size outdoor games, and a complimentary BBQ lunch provided by Earl's Slow and Low. Crafts and goodies were available for the kids, while adults enjoyed the cash bar.



July 13, 2025 Complimentary Bay Play for Patrons

The clubhouse partnered with The Nest in Palm Beach Gardens for a complimentary Bay Play event. The Nest generously offered their top floor exclusively to Avenir patrons, and more than 50 patrons attended this private family-friendly outing. Thank you to City of Palm beach Gardens for this lovely event!



July 25, 2025, Movie Night Under the Stars

An outdoor movie night featured *Spiderman Homecoming*. More than 30 patrons attended, enjoying complimentary s'mores, popcorn, and snacks under the stars.



August 6, 2025, Second Bay Play of the Summer Event!

Hosted on the top floor of The Nest, Over 100 patrons attended, enjoying complimentary play and a complimentary dinner provided by Xfinity.



August 8, 2025, Cozy Indoor Movie Night

An indoor movie night was held due to weather, featuring *K-Pop*. Over 50 patrons attended, and complimentary snacks were provided for the kids.



August 9, 2025, the “Aloha August” Pool Party

This event was a fun back-to-school send-off! More than 100 patrons enjoyed music from a DJ, a cash bar, and a buffet for purchase provided by The Nest. Kids games, and crafts were provided as well.



August 11th, School Supply Drive

The Back-to-School Drive collected and donated supplies directly to the Palm Beach County school system over 20 patrons donated to this great cause.



Summerween Craft Week

During the Northlake closure week, “Summerween” kids’ crafts were offered daily in the kids’ room. More than 50 patrons participated in these craft activities during the week. The clubhouse also hosted a Summer Camp run by Play Academy, which took place from June through August and was a fabulous amenity for the community.



Looking ahead, upcoming events include an outdoor movie night on August 22 featuring *Pirates of the Caribbean* with complimentary s'mores and popcorn. On September 1, patrons can celebrate Labor Day with a poolside party complete with a DJ, grilled bites, and summer fun. September 12 will feature a family karaoke night, followed by sunset yoga on September 17, which will be complimentary for patrons and include snacks and wellness swag. On September 27, an adult happy hour and movie night will be held featuring *To Catch a Thief: A Night on the Riviera*. This event will offer a cash bar, charcuterie, and an upscale atmosphere for patrons to enjoy.

In addition to special events, Avenir continues to provide ongoing programs and amenities for patrons. Toddler music classes are offered every Friday by Rhythm & Hues, while Studio Five 6 hosts kids' art classes twice a month. Tennis and pickleball clinics and classes are available through Play Academy, and Mele Fitness provides group fitness classes as well as private training. Swimming classes are also available for patrons

Thank you,

Patrice Chiaramonte, Lifestyle Director.



Field Operations Manager Report

Date Submitted: 8/20/25

Submitted by: Jorge Rodriguez

Completed Tasks

- Pressure washing of all sidewalks, curbs, playgrounds, and pool deck was completed in the month of August , the week of the 24th
- Entire exterior of the facility has received a deep cleaning including replacing of dead bulbs, removal and cleaning of light fixtures, and a De-webbing of all bugs and construction related dust and debris.
- Both entry fountains have received a deep cleaning including a vacuuming and a flush.
- Additional security cameras have been installed in (6) locations around the clubhouse and exterior to enhance surveillance and safety.

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 monthly. All the equipment is thoroughly checked and tightened weekly. Inspections are completed daily upon opening.
- 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.



From: [Ken akoundi](#)
To: [Jason Pierman](#)
Subject: Safety-Focused Request to Open Tennis Courts at 7:00 a.m. (No Change to 10:00 p.m. Closing)
Date: Thursday, August 14, 2025 9:47:23 AM

Dear Board of Supervisors and District Manager,

I respectfully request that the Avenir CDD move the **tennis courts'** opening time from **8:00 a.m. to 7:00 a.m.**, while maintaining the current **10:00 p.m.** closing time. This request is **for tennis only—not pickleball**. Tennis is a quieter sport and therefore **less likely to trigger early-morning noise concerns** for nearby residents.

Why this matters:

- **Resident safety:** Earlier play lets residents—especially older adults—use the courts **before the day's dangerous heat**, reducing the risk of heat-related illness. We have already experienced **a couple of minor heat-related incidents**, and this change is a simple, preventive step.
- **Low operational impact:** Access is controlled by **key cards**, so the one-hour adjustment **requires no additional staffing**. Implementation is limited to updating the access-control schedule and **posting signage**.
- **Community harmony:** Limiting the change to **tennis only** helps protect quiet morning hours and minimizes the likelihood of **noise complaints**.

Suggested approach:

- Implement a **90-day pilot** with a 7:00 a.m. opening for tennis courts.
- Track **court utilization, resident feedback (including noise)**, and any **operational impacts**.
- Review results and, if needed, consider seasonal adjustments (e.g., earlier opening during the hottest months).

If helpful, here is **draft motion language** for the agenda:

“Move to adjust the Avenir CDD tennis courts’ opening time from 8:00 a.m. to 7:00 a.m., maintaining the 10:00 p.m. closing, for a 90-day pilot; direct staff to update access-control schedules and signage and report back with usage, feedback, and any operational impacts.”

Please confirm receipt and advise on placing this item on the next agenda. I’m available to attend and answer questions.

Thank you for your consideration.

Ken akoundi

12249 Waterstone Cir (La Terre)

**AVENIR
COMMUNITY
DEVELOPMENT DISTRICT**

AMENITIES RULES HANDBOOK

Adopted January 27, 2022

Revised ~~August 20, 2025~~ ~~May 22, 2022~~

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

Richard Salvatore
General Manager
Avenir CDD
12255 Avenir Drive
Palm Beach Gardens, FL
33412
(561)-284-6138

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PART 1: Avenir Community Development District

Amenities Operating Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2020)

Effective Date: January 27, 2022

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

DEFINITIONS

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

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

- Recreation Center
- Banquet Rooms
- Fitness Floor/Center
- Lockers
- Kids’ Room
- Recreation Center Lap Pool
- Recreation Center Beach Pool
- Recreation Center Hot Tub
- Recreation Center Splash Pad
- Tennis Courts
- Pickleball Courts
- Playgrounds

“**Access Card**” – shall mean the identification card, Fob, or other means of access/identification issued to Patrons by the district.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DESCRIPTION OF AMENITIES

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

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

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

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

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AMENITIES USAGE

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

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

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Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of the application. Annual User Fees may be renewed no more than 30 days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. For the period of October 1, 2022 through September 30, 2023, and each subsequent fiscal year, an Annual Non-Resident Membership may be purchased for such period. Refer to the District's fee schedule for rates.

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

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

Guests. All Guests must be accompanied by a Patron. Avenir Patrons may be accompanied by up to 4 Guests per household, per day, for pool usage. Total Guest space for the pool area (excluding private parties that are pre-arranged in the pavilions) will be limited to 40 per day and may vary on holidays or during special events, as determined by the General Manager. Guest spaces for the pool area are available on a first-come, first-served basis, ~~and can be reserved online through Avenir.nabnetwork.com. Guest attendance can be reserved up to 14 days in advance.~~

All Patrons are required to show their issued Avenir ID, and their Guest will be required to sign in; upon entry into the Avenir Clubhouse before using the amenities. All Guests will receive a wristband at check-in. Please be aware that guest spaces are first-come, first-served~~if you have not reserved a Guest space for each Guest through the Guest registration system,~~ and if no Guest spaces remain for the day, your Guest will not be permitted to use the amenities.

Unaccompanied Guests are not permitted to use the pool, gym, tennis courts, pickleball courts, playgrounds, or any other portion of the ~~A~~ amenities at any time.

The permitted number of Guests for rental event space is subject to that area's capacity and is outlined in the rental policy. Separate reservation of Guest attendance, as outlined above, is not required for residents renting event space and their Guests.

Children under the age of thirteen (13) must be accompanied by an adult who is eighteen (18) or older, at all times. Children who are not acting in compliance with the Handbook rules, or who are not accompanied or supervised by a responsible adult, may be removed from the Amenities, and this may result in a loss ~~to the of~~ Amenities~~y~~ access.

Additional Guest fees may apply for Guest participation in clubs, programs, or events that enable that level of participation on a limited and pre-approved basis.

Restricted hours for Guest use of certain facilities and programs may change and are subject to Board-approved policies and operating procedures, implemented by the District Manager.

As the Patron population grows and demand for ~~facility~~-use of the Amenities increases, the Board reserves the right to revise this policy as the population of the community grows and may amend the Handbook-Rules pertaining to Guests as it sees fit to best accommodate the needs and interests of the community-at-large. This may include Guest capacity, Guest hours, and/or fees.

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

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

Each Patron will receive an Access Card upon registration with the District. For Families, each Patron may obtain additional Access Cards for any member of a Patron's Family who resides full-time within the listed Avenir address and is 13 years of age or older. Minors ages 13 to 17 may receive an Access Card with limited access, with a legal guardian's consent. Minors under the age of 18 must be accompanied by an adult, 18 and older, at all times.

Patrons must use their Access Cards to gain access to the Amenities. Upon arrival, Patrons must provide their Access Cards to the clubhouse staff located in the main entry of the ~~Clubhouse~~ Recreation Center.

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This ~~A~~ccess Card system prevents non-Patron entry. Unless otherwise stated herein, under no circumstances should a Patron provide their Access Card to a non-Patron to allow a non-Patron to enter into or use the Amenities.

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

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

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

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

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

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

COMMUNITY PROGRAMMING

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

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

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

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

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

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

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

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

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

Program Suggestions and Ideas. The staff is constantly striving to improve programs and services offered to the community. Patrons are encouraged to submit ideas and suggestions for upcoming programs by emailing the Lifestyle Director.

GENERAL PROVISIONS

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

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GENERAL PROVISIONS

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

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

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

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

of the prohibitions set forth in the Florida Clean Indoor Air Act or other

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

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

- 20) **Political Campaigns.** Except as permitted by the District as part of an approved civic event, no persons may campaign on behalf of political candidates, whether partisan or nonpartisan, or political issues within the District's Amenities (defined for purposes of this section as within the physical buildings, ~~ten~~athletic fields, courts and pool decks of the District). Campaigning may not inhibit or disrupt the flow of traffic to the District's Amenities or in parking areas. The District's intent is to ensure Patrons are able to use the Amenities without interruption by activities normally associated with political campaigns and to ensure safety and order within the facilities. Unless otherwise waived by the Board, the following guidelines apply:
- (a) Political campaigns are afforded the same opportunity as other persons or groups to rent District meeting room space at published rates.
 - (b) No political campaign signs, flyers, or related documents are to be posted in or on District-owned property, including District bulletin boards, and if discovered, such postings will be removed immediately.
 - (c) No political campaign signs, flyers, or related documents are to be disseminated while in the District's Amenities, Except as part of an approved civic event.
 - (d) To allow for the efficient and timely conduct of District business during public Board meetings, no political messages, paraphernalia (including but not limited to shirts, buttons, signs, or the like), political public comments or otherwise are allowed in or during a public meeting of the Board of Supervisors in furtherance of the candidacy of any candidate for public office.
 - ~~(e) No person shall make, and no person shall solicit or knowingly accept any political contribution in a building owned by a governmental entity. For purposes of this subsection, "accept" means to receive a contribution by personal hand delivery from a contributor or the contributor's agent. This subsection shall not apply when a government-owned building or any portion thereof is rented for the specific purpose of holding a campaign fundraiser.~~
- 21) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, pursuant to Florida law, no firearms may be carried to or possessed at any meeting of the District's Board of Supervisors.
- 22) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- 23) **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state, and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- 24) **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance. By using the Amenities, Patrons and Guests hereby

acknowledge and consent to such twenty-four (24) hour video surveillance.

- 25) **Bounce Houses & Other Structures.** Bounce houses and similar apparatus are not permitted on District property unless prior approval is received from the District in writing.
- 26) **Grills.** Patrons and Guests may not use their own grills on District property.
- 27) **Cellular Phones.** To prevent disturbance to others, the use of cellular telephones is limited while in the Recreation Center. Patrons and guests are asked to keep their ringer turned off or on vibrate while in the Recreation Center.
- 28) **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Clubhouse Manager for storage in the lost and found. Items will be stored in the lost and found for one week before being discarded.
- 29) **Community Programming by District Representatives Only.** All programs and services, including personal training, group exercise, tennis lessons, and instructional programs, must be conducted by an approved District employee or contractor.
- 30) **Emergencies.** In the event of an injury, property damage, or other emergencies, please contact the District immediately pursuant to the terms of this policy (see the provisions herein addressing the same).
- 31) **Closures.** Although anyone using the District's Amenities does so at his or her own risk as set forth herein, the District reserves the right to close its Amenities or restrict access to any District property immediately if deemed necessary in the District's discretion, including but not limited to in instances of inclement weather or safety hazards. Everyone must leave the Amenities or District property immediately when instructed to do so by staff.
- 32) **Overnight Parking.** There is no overnight or long-term parking permitted in or around the clubhouse's parking lot. Parking is provided for Patrons and guests during the active usage, and normal business hours, of the Amenities only.

ALCOHOL POLICY

Generally

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

- 1) Patrons and Guests must be at least 21 years of age to be served alcohol. Patrons and Guests under 21 years of age may not possess or consume alcohol on the property at any time.
- 2) All Patrons and Guests must present valid picture identification at the request of the General Manager.
- 3) Alcohol served on the premises must be consumed on the premises.
- 4) The District reserves the right to refuse to serve alcohol to anyone.
- 5) The District reserves the right to ask intoxicated or disruptive persons to

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leave the Amenities or District property immediately.

- 6) No alcohol shall be consumed or served within any designated children's area or playground.
- 7) Subject to the rental policy, only alcoholic beverages served by a licensed

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

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

Recreation Center

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Patrons and Guests are **not** allowed to bring outside alcohol to the Recreation Center at any time. Alcoholic beverages distributed during an event, by an approved vendor, may not be taken or consumed outside of the Recreation Center under any circumstances. Patrons who rent the Recreation Center are required to use bartenders employed by an approved vendor. Please see the Lifestyle Director for scheduling and rental fees.

FITNESS CENTER & GROUP EXERCISE STUDIO

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Features and Benefits

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

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

The District also offers a group exercise studio featuring:

- Mirrored walls
- Organized fitness classes

Usage Guidelines

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

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

Patrons and Guests ages 13 to 17 must be accompanied by an adult age 18 or older. No children, infants, or toddlers are allowed in the fitness center or exercise studio at any time.

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

The following additional policies apply to the group exercise studio:

- 1) **Group Classes.** Classes are scheduled each month based on the interests of the Patrons and the availability of qualified instructors. Information on class times, dates, fees, and instructors is available at the fitness desk. All instructors must be approved District employees or contractors.
- 2) **General Usage.** Patrons and Guests are permitted to use the studio and the equipment within the studio when classes are not in session, subject to availability.
- 3) **Music System.** The music system may only be utilized as part of a structured and supervised program.
- 4) **Usage Restrictions.** Patrons and Guests between the ages of 13 and 16~~7~~ may participate in group exercise classes when accompanied by a parent/guardian. Patrons and Guests 16 years and older may participate in a group exercise class independently, with a signed waiver on file.

LOCKER ROOMS

Features and Benefits

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

- Individual use lockers
- Showers

Usage Guidelines

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

POOL, SPLASH PAD, & LAP LANES

Features & Benefits

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

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

Usage Guidelines

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

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scheduled.

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

| the pools or splash pad with or

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

- 11) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion.
- 12) **Pets.** Pets (other than service animals) are not permitted on the pool deck area inside the pool gates at any time.
- 13) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pools or on the pool deck area or at the splash pad.
- 14) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, or other dangerous actions are prohibited.
- 15) **Weather.** The pool and pool area, including the splash pad, will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning within 4-6 miles and will remain closed for thirty minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
- 16) **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- 17) **Noise.** Personal speakers are not permitted anywhere on the pool deck, in the pool, etc.
- 18) **Entrances.** Pool entrances must always be kept clear. No golf cart, bicycle ~~48)~~ -parking is permitted in front of any pool gates, or on walkways.
- 19) **Railings.** No swinging on ladders, fences, safety lines, or railings is allowed.
- 20) **Pool Furniture.** Pool furniture is not to be removed from the pool area, or ~~20)~~ -placed in the pools.
- 21) **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- 22) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- 23) **Swim Instruction.** Except as expressly authorized by the District, swim instruction is only permitted through a District-approved swim instructor..
- 24) **Rest Rooms / Locker Rooms.** Please use the restrooms adjacent to the pool. Children, ages five and older, MUST use their gender appropriate changing room.
- 25) **Staff Only.** Only authorized staff members are allowed in the filter rooms, chemical storage rooms, and mechanical yard.
- 26) **Pool Closure.** In addition to Palm Beach County and the State of Florida Health Code Standards, and as noted above, the pools and splash pad will be closed for the following reasons:
 - Operational and mechanical difficulties affecting pool water quality.
 - During severe weather conditions (heavy rain, lightning, and

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thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).

- For 30 minutes following the last occurrence of thunder or lightning (deck also closed).
- For at least 4 hours following any mishap that results in feces or vomit in the pool water.
- Any other reason deemed to be in the best interests of the District as determined by District staff.

Additional Usage Guidelines (Lap Lane)

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1. Lap lanes are to be used only by persons swimming laps or water walking.
2. Lap lane swimmers are encouraged to share the lane and circle swim.
3. The District reserves the right to remove some lap lanes on weekends.

BANQUET ROOMS AND RELATED GATHERING AREAS

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

Features and Benefits - Banquet Rooms are available for use and rental and are located within the Recreation Center. There is wireless internet access. These rooms convert to two separate rooms.

Usage Guidelines

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1. **Availability.** All areas, except the Event Hall, are open for Patron utilization unless a structured program, event, or exclusive rental is taking place.
2. **Rental of Banquet Room(s).** The Banquet Room(s) are available for rental (see the section herein on rentals).
3. **Age Restriction.** Minors under the age of 13 must be accompanied by an adult, age 18 or older. Patrons are not permitted to "drop off" their children/grandchildren without specific supervision from an adult.

KIDS' ROOM

Usage

Kids' Corner is for the use of Patrons and Guests only, for children 3 months old to 12 years old. Parents or legal guardians must supervise their child at all times, while child is in the kids' corner.

Availability

Kids' Corner is not a babysitting or daycare, and is first come first serve. Parents or legal guardians must supervise children at all times while utilizing the kids' corner.

Sick Child

Children deemed ill or sick by staff will not be allowed to utilize the space.

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WIRELESS INTERNET ACCESS

Features and Benefits

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

Usage Guidelines

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

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

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

TENNIS AND PICKLEBALL COURTS

A total of Eight (8) tennis courts and six (6) pickleball courts are available for informal use, lessons, and league play.

Features and Benefits

- 6 Pickleball courts
- 2 Hard Top Tennis Courts
- 6 Hard-Tru Tennis Courts
- Shaded Pavilions
- Tennis professional available by appointment

Usage Guidelines

1) Reservations & Scheduling.

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

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

PLAYGROUNDS AND PARKS

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

Usage Guidelines:

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

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

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

POND AREAS

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

The following additional guidelines apply:

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

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FACILITY RENTAL POLICIES

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

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The following policies apply to the rental of the Amenities:

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

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

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

PROPERTY DAMAGE

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

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

EMERGENCY PROCEDURES

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

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First Aid Kits

Locations

- In the possession of management

Procedure for Use

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

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AEDs

Locations

- Fitness Floor

Procedure for Use

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

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DISCIPLINARY RULE

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

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USE AT OWN RISK; INDEMNIFICATION

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

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

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

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

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

SOVEREIGN IMMUNITY

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

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SEVERABILITY

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

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AMENDMENTS / WAIVERS

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

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OTHER RULES AND POLICIES

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

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PART 2: Avenir Community Development District
Disciplinary & Enforcement Rule

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

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

SUSPENSION AND TERMINATION OF PRIVILEGES

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

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

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

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

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

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

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

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

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

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

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

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

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

PART 3: Avenir Community Development District
Amenity Forms

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ATTACHED FORMS:

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

**Avenir Community Development District
Resident User Information Form**

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

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

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

Last Name _____ First Name _____
Address _____
Street Address *Apartment/Unit #*

TENANT INFORMATION (IF APPLICABLE)*

Begin Lease Date _____ End Lease Date _____
Owner Last Name _____ Owner First Name _____
Owner Address _____
Street Address *Apartment/Unit #*
*Tenant shall provide a copy of their release and Owner shall submit a Tenant release form

EMERGENCY NOTIFICATION INFORMATION

Home Phone Number _____
Cell Phone Number _____ Name _____
Cell Phone Number _____ Name _____
Email Address(es) _____

Please select all that apply:

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

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

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? ☐ YES ☐ NO

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**Avenir Community Development District
Resident User Information Form**

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address	Avenir ID #
1.			
2.			
Name(s) of Children	Age	Birthdate	
3.			
4.			
5.			
6.			
7.			
8.			

**In the event that one of the cards is lost, we will be responsible in paying \$15.00 for each replacement card.

Please initial

PLEASE READ AND SIGN BELOW:

The undersigned ("Patron") affirms that the above information is true and correct. Patron acknowledges that Resident Cards and Guest Passes are the property of the Avenir Community Development District ("AVENIR CDD" or "District") and are non-transferable, in accordance with the District's adopted rules, policies, and regulations.

In consideration for being granted access to use District property and facilities—including, but not limited to, the Recreation Center and all associated amenities (collectively, the "Facilities")—the undersigned, on behalf of him/herself, minor children, guests, heirs, executors, and assigns, voluntarily agrees to the following:

1. **Waiver of Liability:**

Patron hereby waives, releases, and discharges the District, its officers, supervisors, employees, contractors, agents, and representatives ("Released Parties") from any and all claims, demands, causes of action, damages, losses, or liabilities of any kind or nature, including but not limited to personal injury, illness, death, or property damage, arising out of or connected in any way with the use of the Facilities—whether by Patron, their guests, or minor children—except in cases of gross negligence or intentional misconduct by the District.

2. **Assumption of Risk:**

Patron understands and expressly assumes all risks associated with the use of the Facilities and participation in any District-sponsored or self-directed activities. These risks include, but are not limited to, injuries resulting from physical activity, recreational use (including swimming, tennis, pickleball, playground use, and fitness facilities), slips, falls, exposure to weather or environmental conditions, or the actions or negligence of other patrons or guests.

3. **Medical Acknowledgment:**

Patron acknowledges that the District does not provide medical or health evaluations and assumes no responsibility for individual physical conditions or limitations. All persons entering or using the Facilities do so at their own risk.

4. **Personal Property Disclaimer:**

The District shall not be liable for any lost, stolen, or damaged personal property while on District premises.

5. **Guest Responsibility:**

Patron is responsible for ensuring that all guests and minor children adhere to all District rules, regulations, and policies. Any violation by a guest shall be deemed a violation by the Patron and may result in loss of access privileges.

6. **Acknowledgment of Rules:**

Patron affirms receipt of the AVENIR CDD Rules and Policies Handbook and agrees to abide by all provisions therein. Patron understands that violations may result in suspension or revocation of amenity privileges and other penalties as provided by District policy.

7. **Sovereign Immunity:**

Nothing contained herein shall be construed as a waiver of the District's sovereign immunity or the limits of liability beyond those established in Section 768.28, Florida Statutes, or other applicable law.

Print Name: _____ **Signature:** _____

Date: _____

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Avenir Community Development District

Non-Resident User Agreement

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

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

User shall pay a one-time non-refundable annual fee (“Membership Fee”) to utilize the Facilities for 12 months.

The 12-month period shall commence as of the date of this agreement and terminate on the same date the following year. No portion of the Membership Fee shall be refundable under any circumstances, including but not limited to relocation, non-use, revocation of privileges, or personal circumstances.

The right to use the Facilities provided through this Agreement is personal to the User and their family members residing in the same household, and is not transferable, alienable, devisable, or inheritable. This Agreement shall be binding upon and shall inure to the benefit of the District and its respective legal representatives and successors. Nothing herein shall inure to the benefit of any third party not a party to this Agreement.

User agrees that use of Facilities by User, their family members residing in the household, and any guests shall be subject to all rules, policies, and procedures of the District as may be amended from time to time. By signing below, User affirms that they have received or been given the opportunity to receive a copy of such policies and agrees to abide by them. Failure by User, household members, or guests to follow these policies may result in revocation of Facility access without refund. User shall be fully responsible for the conduct and compliance of all guests. Any violation of District policies by a guest shall be treated as a violation by the User.

User agrees and acknowledges that the information provided herein is true and correct. It is understood that User Cards and Guest Passes are the property of the Avenir Community Development District (AVENIR CDD or District) and are non-transferable. In consideration for admittance to the Facilities, User agrees on behalf of themselves, their guests, minor children, heirs, and successors, to hold harmless and release the AVENIR CDD, its staff, supervisors, agents, officers, and employees from any and all liability, claims, actions, suits, or demands, including those arising from injuries, death, property damage, or other losses related to use of the Facilities—except where caused by the District’s gross or intentional negligence. User further understands that the District and its staff assume no responsibility for injuries or illness that User, or their minor children, may sustain due to physical condition or activities, including, but not limited to, swimming, sports, or recreational use. User expressly assumes all such risks. The District is not responsible for lost or stolen property. Nothing herein waives the District’s sovereign immunity or liability limits as defined in Section 768.28, Florida Statutes.

All documents provided in connection with this Agreement are public records and will be treated in accordance with the District’s Rules of Procedure and Florida law.

The District reserves the right to revoke membership or access privileges at any time for rule violations, misconduct, or safety concerns. No refund shall be issued in such cases.

Portions of the Facilities may be monitored by video surveillance. Recordings may be used to enforce rules or review incidents.

This Agreement shall be governed by the laws of the State of Florida. Any disputes shall be brought in a court of competent jurisdiction in Palm Beach County, Florida.

If any provision of this Agreement is held invalid, the remainder shall remain in full force and effect.

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

USER

By: _____

AVENIR

**COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

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Payment Type: ☐ Check # _____

Date Paid: _____

☐ Credit Card

Amenities Expiration Date: _____

Amount of Payment: \$ _____

Staff initials: _____

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address	Avenir ID #
1.			
2.			
Name(s) of Children	Age	Birthdate	
3.			
4.			
5.			
6.			
7.			
8.			

*In the event that one of the cards is lost, we will be responsible for paying \$15.00 for each replacement card

Please initial

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

Avenir Community Development District Non-Resident User Agreement

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

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

Last Name _____ First Name _____
Address _____

EMERGENCY NOTIFICATION INFORMATION

Home Phone Number _____
Cell Phone Number _____ Name _____
Cell Phone Number _____ Name _____
Email Address(es) _____

Please select all that apply:

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

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

SPECIAL NEEDS

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

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

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

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

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- | | |
|--|---|
| <ul style="list-style-type: none"><input type="checkbox"/> Code Enforcement Officer* *<input type="checkbox"/> Dept. of Children and Family Services personnel with investigative duties involving abuse, neglect, exploitation, fraud, theft, or other criminal activities. *<input type="checkbox"/> Dept. of Health personnel whose duties are to support the investigation of child abuse or neglect. *<input type="checkbox"/> Dept. of Revenue personnel or local government personnel with duties relating to revenue collection and enforcement or child support enforcement. *<input type="checkbox"/> Dept. of Business and Professional Regulation investigator or inspector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.") *<input type="checkbox"/> Firefighter certified in compliance with s. 633.408, F.S.<input type="checkbox"/> Guardian ad litem (By signature below, it is certified that the person made "reasonable efforts to protect such information from being accessible through other means available to the public.") *<input type="checkbox"/> Human resource, labor relations, or employee relations director, assistant director, manager or assistant manager of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties. *<input type="checkbox"/> Judge or justice of the Florida Supreme Court, district court of appeal, circuit court and county court. *<input type="checkbox"/> Judicial or quasi-judicial officer (general and special magistrate, judge of compensation claims, administrative law judge of the Division of Administrative Hearings, and child support enforcement hearing officer) (By signature below, it is certified that the person made "reasonable" | <ul style="list-style-type: none">efforts to protect such information from being accessible through other means available to the public.")<input type="checkbox"/> Juvenile probation officer or supervisor, detention superintendent, assistant detention superintendent, juvenile detention officer I or II, juvenile detention officer supervisor, juvenile residential officer or supervisors I or II, juvenile counselor or supervisor, human services counselor administrators, senior human services counselor administrators' rehabilitation therapist, and social services counselor of the Dept. of Juvenile Justice. *<input type="checkbox"/> Law enforcement personnel including correctional officers and correctional probation officers. *<input type="checkbox"/> Prosecutor (includes state attorney, assistant state attorney, statewide prosecutor, assistant statewide prosecutor). *<input type="checkbox"/> Public defenders and criminal conflict and civil regional counsel (includes assistant public defenders, assistant criminal conflict and assistant civil regional counsel). *<input type="checkbox"/> U.S. attorney or assistant attorney, U.S. appellate judge, U.S. district court judge and U.S. magistrate (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.") *<input type="checkbox"/> Victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery, or domestic violence. (Attach official verification that crime occurred.) This is only a 5-year exemption. **<input type="checkbox"/> County Tax Collector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")<input type="checkbox"/> Other (list applicable statute): _____ |
|--|---|

Printed Name: _____

Residence Address (City, State, Zip): _____

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

Description of Position:

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

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

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

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

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

Name _____ Date of Event: _____

Organization: _____

Mailing Address: _____

Email Address: _____ Phone: _____

Intended Use: _____ Estimated Age Group: _____

Estimated Attendance: _____ Hours: from: _____ to _____
(Available from 8am – closing; including set-up/clean-up)

Please circle the option you would like to reserve.

- **Event Hall (3,781 sq. ft.; max: 253 people):**
 - **\$1,500/6 Hours (Patron Rate)**
 - **\$2,800/All Day (Patron Rate)**
 - **\$2,250/6 Hours (Non-Patron Rate)**
 - **\$4,760/All Day (Non-Patron Rate)**
- **Clubroom (745 sq. ft.; max: 49 people):**
 - **\$650/6 Hours (Patron Rate)**
 - **\$1,350/All Day (Patron Rate)**
 - **\$950/6 Hours (Non-Patron Rate)**
 - **\$1,850/All Day (Non-Patron Rate)**

Food & Beverage Requests: Special requests or outside catering must be coordinated with the Lifestyle Manager at least 14 days in advance of the reservation.

☐ Catering (Available through approved vendors only) ☐ Beer/Wine (Available through approved vendors only)

Other Requests

☐ Entertainment (Available through approved vendors only)

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

- A completed User Permit Form
- A check for the refundable Cleaning/Damages Deposit, in the amount of \$500
- A separate check for (50%) of the rental fee (balance due by the date of the rental).

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

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

***ALCOHOL USAGE:** All alcoholic beverages consumed at the District Recreation Facility, either individually, during special events, or during catered events, must be purchased from an approved vendor. Any violation will constitute potential cause for immediate shut-down of party/event with NO REFUND. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter. **Initial _____**

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Please read and initial below as your agreement:

_____ The Renter acknowledges receipt of and agrees to comply with all clubhouse rental rules, regulations, and policies. Failure to comply with any terms herein may result in immediate termination of the event, forfeiture of the security deposit, assessment of additional penalties or damages, and revocation of future rental privileges at the sole discretion of The District.

_____ The Recreation Center, and the property surrounding it, is a **NON**-smoking facility. Please advise your guests of this policy. Any violations will subject the renter to a forfeit of the Damages Deposit.

_____ The Renter must strictly adhere to the full rental timeframe, including setup and breakdown. Entry before or occupancy after the contracted period by more than 15 minutes may result in additional hourly charges (minimum 1 hour) and forfeiture of part or all of the security deposit.

_____ No decorations may be affixed to walls, ceilings, doors, or fixtures without express approval. Use of confetti, glitter, nails, tacks, or any adhesive materials is strictly prohibited. Violations will result in cleaning or repair fees.

_____ No open flames, fireworks, sparklers, grills, or candles are permitted on District property without prior written approval. Violations will result in termination of the event and full forfeiture of the deposit.

_____ The Renter shall not move, alter, or misuse any fixtures, furniture, or equipment belonging to The District. Unauthorized alterations or misuse will be considered damage and subject to penalties.

_____ Any unauthorized access or tampering with gates, fences, doors, or emergency exits is strictly prohibited. Violations may result in the termination of the event and full forfeiture of the security deposit, as well as additional fines.

_____ The Renter is responsible for ensuring that all guests and minors in attendance are properly supervised at all times. Any damage or disturbances caused by unsupervised guests or minors shall be the full responsibility of the Renter.

_____ The Renter is responsible for returning the facility to its original condition immediately following the event. This includes removing all decorations, trash, food, and personal belongings. Failure to do so may result in cleaning fees being deducted from the deposit.

_____ No alcohol may be served or consumed on District property without prior written approval and, if required by law, appropriate permits. The use of illegal substances is strictly prohibited and will result in immediate termination of the event, police notification, and full forfeiture of the security deposit. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter.

_____ All outside vendors must provide a valid certificate of general liability insurance, naming The District as an additional insured no less than 14 days prior to the event. Vendors may not access or operate on District property without proof of valid insurance and District approval. Failure to provide this documentation may result in cancellation of the rental with no refund.

_____ The District reserves the right to deny or cancel any application based on safety, site capacity, scheduling considerations, weather, the potential for community disturbance, public health concerns, or other issues impacting the community.

_____ The District reserves the right to withhold all or a portion of the security deposit in the event of any violation of established clubhouse or rental policies, or for any damage, repairs, or excessive cleaning required as a result of the rental. The determination of such violations or damages shall be at the sole discretion of The District and may include, but is not limited to, failure to comply with rental timeframes, improper use of the facilities, or any physical damage to District property.

_____ The Renter shall be held financially responsible for any and all damages to the clubhouse or surrounding property caused by themselves, their guests, vendors, or invitees during the rental period. The District will assess damages and provide an itemized invoice for repairs or replacement costs beyond the security deposit, if necessary.

***INDEMNIFICATION AND WAIVER**

I personally agree to indemnify, defend and hold harmless the Avenir Community Development District (the “District”) and its supervisors, officers, directors, staff, relevant agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of any facility or amenity or other property owned or operated by the District (the “Facilities”), and, if alcohol is to be permitted, arising out of or in connection with the consumption or provision of alcohol, including litigation or any appellate proceedings with respect thereto. The District shall not be liable or responsible for any delay, cancellation, or failure to perform any part of this agreement due to acts of God, weather conditions, government restrictions, pandemics, or other events beyond its reasonable control. The Renter acknowledges that the facility may be under video surveillance for security purposes. These recordings may be used by The District in the event of suspected policy violations, damages, or legal claims. Nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity or limits of liability beyond any limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other law.

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

Signature: _____ Date: _____

Print Name: _____

AVENIR COMMUNITY
DEVELOPMENT DISTRICT
BANQUET ROOMS FEES AND
CHARGES

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Please circle the option you would like to reserve.

• **Event Hall (3,781 sq. ft.; max: 253 people):**

- **\$1,500/6 Hours (Patron Rate)**
- **\$2,800/All Day (Patron Rate)**
- **\$2,250/6 Hours (Non-Patron Rate)**
- **\$4,760/All Day (Non-Patron Rate)**

• **Clubroom (745 sq. ft.; max: 49 people):**

- **\$650/6 Hours (Patron Rate)**
- **\$1,350/All Day (Patron Rate)**
- **\$950/6 Hours (Non-Patron Rate)**
- **\$1,850/All Day (Non-Patron Rate)**

Refundable Cleaning/Damage Deposit: \$500

Please pay by separate check at the time of reservation.

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

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

Refund/Cancellation Policy:

Up to 30 days before the event: Full refund of the Rental Fee and Cleaning/Damage Deposit.

Fewer than 30 days before the event: Full refund of the Cleaning/Damage Deposit. Refund of Rental Fee minus 50% cancellation fee. **INITIAL _____**

Payment Terms:

Check: For those paying with check(s), make check(s) payable to the Avenir Community Development District. **INITIAL _____**

Office Use Only:

Cleaning/Damage Deposit: \$500

Payment Method: ☐ Check # _____

Received: Date _____ **INITIAL** _____

Rental Fee: \$ _____

Payment Method: ☐ Check # _____

Deposit Received: Date _____ **INITIAL** _____

Balance Received: Date _____ **INITIAL** _____

Clubhouse Staff Signature: _____

District Signature: _____

Print Name: _____

EXEMPT STATUS

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

☐ YES ☐ NO

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

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

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

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

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

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

Name: _____ Check #: _____ Date of Event: _____

Mailing Address: _____

Email Address: _____ Phone: _____ Cell: _____

Intended Use: _____

Estimated Attendance: _____ Hours: from _____ to _____
(Available from 8am-6pm; 6-hour max, including set up/clean up)

Please check the facility you would like to reserve.

- ☐ Recreation Center Pool Pavilion, single (550 sq. ft.; **max: 20 people**): **\$500/6 hours**
- ☐ Recreation Center Pool Pavilion, double (620 sq. ft.; **max: 35 people**): **\$800/6 hours**
- ☐ Recreation Center Café Pavilion (1,350 sq. ft.; **max: 30 people**): **\$1,000/6 Hours**

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

- A completed User Permit Form
- A check for the refundable Cleaning/Damages Deposit, in the amount of \$500
- A separate check for (50%) of the rental fee (balance due by the date of the rental).

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

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

***ALCOHOL USAGE:** All alcoholic beverages consumed at the District Recreation Facility, either individually, during special events, or during catered events, must be purchased from an approved vendor. Any violation will constitute potential cause for immediate shut-down of party/event with NO REFUND. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter. **Initial** _____

Please read and initial below as your agreement:

_____ The Renter acknowledges receipt of and agrees to comply with all clubhouse rental rules, regulations, and policies. Failure to comply with any terms herein may result in immediate termination of the event, forfeiture of the security deposit, assessment of additional penalties or damages, and revocation of future rental privileges at the sole discretion of The District.

_____ The Recreation Center, and the property surrounding it, is a **NON**-smoking facility. Please advise your guests of this policy. Any violations will subject the renter to a forfeit of the Damages Deposit.

_____ The Renter must strictly adhere to the full rental timeframe, including setup and breakdown. Entry before or occupancy after the contracted period by more than 15 minutes may result in additional hourly charges (minimum 1 hour) and forfeiture of part or all of the security deposit.

_____ No decorations may be affixed to walls, ceilings, doors, or fixtures without express approval. Use of confetti, glitter, nails, tacks, or any adhesive materials is strictly prohibited. Violations will result in cleaning or repair fees.

_____ No open flames, fireworks, sparklers, grills, or candles are permitted on District property without prior written approval. Violations will result in termination of the event and full forfeiture of the deposit.

_____ The Renter shall not move, alter, or misuse any fixtures, furniture, or equipment belonging to The District. Unauthorized alterations or misuse will be considered damage and subject to penalties.

_____ Any unauthorized access or tampering with gates, fences, doors, or emergency exits is strictly prohibited. Violations may result in the termination of the event and full forfeiture of the security deposit, as well as additional fines.

_____ The Renter is responsible for ensuring that all guests and minors in attendance are properly supervised at all times. Any damage or disturbances caused by unsupervised guests or minors shall be the full responsibility of the Renter.

_____ The Renter is responsible for returning the facility to its original condition immediately following the event. This includes removing all decorations, trash, food, and personal belongings. Failure to do so may result in cleaning fees being deducted from the deposit.

_____ No alcohol may be served or consumed on District property without prior written approval and, if required by law, appropriate permits. The use of illegal substances is strictly prohibited and will result in immediate termination of the event, police notification, and full forfeiture of the security deposit. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter.

_____ All outside vendors must provide a valid certificate of general liability insurance, naming The District as an additional insured no less than 14 days prior to the event. Vendors may not access or operate on District property without proof of valid insurance and District approval. Failure to provide this documentation may result in cancellation of the rental with no refund.

_____ The District reserves the right to deny or cancel any application based on safety, site capacity, scheduling considerations, weather, the potential for community disturbance, public health concerns, or other issues impacting the community.

_____ The District reserves the right to withhold all or a portion of the security deposit in the event of any violation of established clubhouse or rental policies, or for any damage, repairs, or excessive cleaning required as a result of the rental. The determination of such violations or damages shall be at the sole discretion of The District and may include, but is not limited to, failure to comply with rental timeframes, improper use of the facilities, or any physical damage to District property.

_____ The Renter shall be held financially responsible for any and all damages to the clubhouse or surrounding property caused by themselves, their guests, vendors, or invitees during the rental period. The District will assess damages and provide an itemized invoice for repairs or replacement costs beyond the security deposit, if necessary.

***INDEMNIFICATION AND WAIVER**

I personally agree to indemnify, defend and hold harmless the Avenir Community Development District (the "District") and its supervisors, officers, directors, staff, relevant agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of any facility or amenity or other property owned or operated by the District (the "Facilities"), and, if alcohol is to be permitted, arising out of or in connection with the consumption or provision of alcohol, including litigation or any appellate proceedings with respect thereto. The District shall not be liable or responsible for any delay, cancellation, or failure to perform any part of this agreement due to acts of God, weather conditions, government restrictions, pandemics, or other events beyond its reasonable control. The Renter acknowledges that the facility may be under video surveillance for security purposes. These recordings may be used by The District in the event of suspected policy violations, damages, or legal claims. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limits of liability beyond any limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other law.

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

Signature: _____ Date: _____

Print Name: _____

AVENIR COMMUNITY
DEVELOPMENT DISTRICT
PAVILION FEES AND CHARGES

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Refundable Cleaning/Damage Deposit: \$500

Please pay by separate check at the time of reservation.

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

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

Refund/Cancellation Policy:

Up to 14 days before the event: Full refund of the Rental Fee and Cleaning/Damage Deposit.

Fewer than 14 days before the event: Full refund of the Cleaning/Damage Deposit. Refund of Rental Fee minus 50% cancellation fee.

INITIAL _____

Payment Terms:

Check: For those paying with check(s), make check(s) payable to the Avenir Community Development District.

INITIAL _____

Office Use Only:

Cleaning/Damage Deposit: ~~\$500~~250

Payment Method:

☐ Check # _____

Received: Date _____ INITIAL _____

Rental Fee: \$ _____

Payment Method: ☐ Check # _____

☐ Credit Card (Fees Apply)

Deposit Received: Date _____ INITIAL _____

Balance Received: Date _____ INITIAL _____

Clubhouse Staff Signature: _____

District Signature: _____

Print Name: _____

AVENIR CDD

ALCOHOL

INSURANCE MATRIX

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

Notes:

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

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07/15/2025

Arazoza Bros., Corp.**Maintenance****1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686****Proposal****W.O. Date:** 07/14/2025**W/O # 31****Attn:****Company:** Avenir CDD**Project:** 00157 E Avenir Clubhouse**Address:****Billing Address:**

Product Description	Size	QTY	Unit Cost	Total
2nd Bed remove back half of trinette Red Tip Cocoplum	7Gal., 24-36" Ht.	25.00	\$56.00	\$1,400.00
Green Isles Ficus 1st Bed	3 gallon	15.00	\$13.00	\$195.00
1st Bed to the East remove sod and Install 7 gallon Coco Plum	Install 7 gallon Coco Plum	15.00	\$56.00	\$840.00
Optional 3rd bed Coco Plum	7 gal	17.00	\$56.00	\$952.00
Optional 3rd bed Trinette	3 gallon	15.00	\$13.00	\$195.00
Optional 3rd bed closest to the palyground	Remove sod, Prep area, Dump and Irg Adjustments	8.00	\$60.00	\$480.00
Prep for 2nd Bed	Remove Trinette to make room for plant material, dump, and Irg adjustments	7.00	\$60.00	\$420.00
Prep for first bed	Remove sod, prep area, dump, and Irg adjustments	5.00	\$60.00	\$300.00
			Grand Total	\$4,782.00

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: June 30, 2025

RE: 2025 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter 2025 – 195, Laws of Florida (SB 268). The legislation creates a new public records exemption under section 119.071(4)(d)6., F.S., for certain personal identifying and locating information of specified state and local officials, members of Congress, and their family members. Specifically, the exemption applies to the partial home addresses and telephone numbers of current congressional members, public officers, their adult children and spouses. To assert the exemption, the public officer or congressional member, their family members, or employing agencies must submit a written, notarized request to each agency holding the information, along with documentation verifying the individual's eligibility. Custodians of records must maintain the exemption until the qualifying condition no longer exists.

The legislation narrows the definition of "public officer" to include only the Governor, Lieutenant Governor, Chief Financial Officer, Attorney General, or Commissioner of Agriculture; as well as a state senator or representative, property appraiser, supervisor of elections, school superintendent, city or county commissioner, school board member, or mayor. This exemption applies to information held before, on, or after July 1, 2025. It is subject to the Open Government Sunset Review Act and will automatically repeal on October 2, 2030, unless reenacted by the Legislature. The effective date of this act is July 1, 2025.

While the new exception is not specifically applicable to a member of a Community Development District ("CDD") board of supervisors, if any board members or related officials fall within this definition of a "public officer" who has asserted the exception, the CDD must protect the partial home addresses and telephone numbers of these individuals, as well as similar information about their spouses and adult children. CDDs will need to update their public records procedures to verify and process these requests to ensure exempt information is withheld.

2. Chapter 2025 – 174, Laws of Florida (HB 669). The legislation prohibits a local government’s¹ investment policy from requiring a minimum bond rating for any category of bond that is explicitly authorized in statute to include unrated bonds. Current law permits local governments to invest in unrated bonds issued by the government of Israel. The bill ensures that investment policies do not impose additional rating requirements that conflict with this statutory authorization. The effective date of this act is July 1, 2025.

This law prevents a CDD from imposing stricter bond rating requirements in their investment policies than those allowed by state law. Specifically, if state law authorizes investment in certain unrated bonds, such as those issued by the government of Israel, a CDD cannot require a minimum bond rating for these bonds in its investment guidelines. CDDs must align their investment policies with statutory permissions, allowing investment in authorized unrated bonds without additional rating restrictions.

3. Chapter 2025 – 189, Laws of Florida (SB 108). The legislation makes significant amendments to the Administrative Procedure Act (APA), revising rulemaking procedures, establishing a structured rule review process, and changing public notice requirements.

New Timelines and Notice Requirements:

- Agencies must publish a notice of intended agency action within 90 days of the effective date of legislation delegating rulemaking authority.
- Notices of proposed rulemaking must now include the proposed rule number, and at least seven days must separate the notice of rule development from proposed rule publication.
- Agencies must electronically publish the full text of any incorporated material in a text-searchable format and use strikethrough/underline formatting to show changes.

This legislation applies to CDDs that exercise rulemaking authority under Chapter 120, Florida Statutes. Under the new requirements, CDDs must publish a notice of intended agency action within 90 days after the effective date of any legislation granting them rulemaking authority. When proposing new rules, CDDs must now include the proposed rule number in the notice, allow at least seven (7) days between publishing the notice of rule development and the proposed rule itself, and electronically publish the full text of any incorporated materials in a searchable format. All changes must be shown using strikethrough and underline formatting. CDDs subject to the APA should review their procedures to ensure timely and compliant publication moving forward.

Section 120.5435, F.S., governing the rule review process sunsets on July 1, 2032, unless reenacted. The effective date of this act is July 1, 2025.

4. Chapter 2025 – 85, Laws of Florida (SB 348). The legislation amends the Code of Ethics to establish a new “stolen valor” provision and expands enforcement mechanisms for collecting unpaid ethics penalties. The bill creates section 112.3131, F.S., which prohibits candidates, elected or appointed public officers, and public employees from knowingly making

¹ A “unit of local government” is defined any county, municipality, special district, school district, county constitutional officer, authority, board, public corporation, or any other political subdivision of the state. Section 218.403(11), F.S.

fraudulent representations relating to military service for the purpose of material gain. Prohibited conduct includes falsely claiming military service, honors, medals, or qualifications, or unauthorized wearing of military uniforms or insignia. An exception is provided for individuals in the theatrical profession during a performance. Violations are subject to administrative penalties under section 112.317, F.S., and may also be prosecuted under other applicable laws.

In addition, the legislation amends section 112.317(2), F.S., to authorize the Attorney General to pursue wage garnishment for unpaid civil or restitution penalties arising from ethics violations. A penalty becomes delinquent if unpaid 90 days after imposition. If the violator is a current public officer or employee, the Attorney General must notify the Chief Financial Officer or applicable governing body to initiate withholding from salary-related payments, subject to a 25 percent cap or the maximum allowed by federal law. Agencies may retain a portion of withheld funds to cover administrative costs. The act also authorizes the referral of delinquent penalties to collection agencies and establishes a 20-year statute of limitations for enforcement. The effective date of this act is July 1, 2025.

This law applies directly to CDDs because CDD board members and employees are classified as public officers and public employees under Florida law. As such, CDD officials are prohibited from knowingly making fraudulent claims regarding military service or honors for material gain under the new “stolen valor” provision. Additionally, the law enhances enforcement tools for unpaid ethics penalties, allowing for wage garnishment, salary withholding, and referrals to collection agencies. CDDs must ensure that their officials and staff comply with these ethics requirements and be prepared to cooperate with enforcement actions beginning July 1, 2025.

5. Chapter 2025 – 164, Laws of Florida (SB 784). The legislation amends section 177.071, F.S., to require that local governments review and approve plat and replat submittals through an administrative process, without action by the governing body. Local governments must designate by ordinance an administrative authority to carry out this function. The administrative authority must (1) acknowledge receipt of a submittal in writing within seven days, identify any missing documentation and provide details on the applicable requirements and review timeframe. Unless the applicant requests an extension, the authority must approve, approve with conditions, or deny the submittal within the timeframe provided in the initial notice. Any denial must include a written explanation citing specific unmet requirements. The authority or local government may not request or require an extension of time. The effective date of this act is July 1, 2025.

While this law does not apply directly to CDDs, as they do not have plat approval authority, it is relevant to developer-controlled CDD boards involved in the land entitlement process. Plat and replat approvals will now be handled through an administrative process by the city or county, rather than by governing body action. Local governments must designate an administrative authority by ordinance and follow strict requirements for written acknowledgment, completeness review, and decision-making timelines. Any denial must include a written explanation citing specific deficiencies, and extensions cannot be requested by the reviewing authority.

6. Chapter 2025 – 140, Laws of Florida (HB 683). The legislation includes several revisions related to local government contracting, public construction bidding, building permitting, and professional certification. It also requires the Department of Environmental Protection to adopt

minimum standards for the installation of synthetic turf on residential properties. Upon adoption, the law prohibits local governments from enforcing ordinances or policies that are inconsistent with those standards.

The act requires local governments to approve or deny a contractor's change order price quote within 35 days of receipt. If denied, the local government must identify the specific deficiencies in the quote and the corrective actions needed. These provisions may not be waived or modified by contract. The law prohibits the state and its political subdivisions from penalizing or rewarding a bidder for the volume of construction work previously performed for the same governmental entity. With respect to building permits, the act prohibits local building departments from requiring a copy of the contract between a builder and a property owner or any related documentation, such as cost breakdowns or profit statements, as a condition for applying for or receiving a permit. The act also allows private providers to use software to review certain building plans and reduces the timeframe within which building departments must complete the review of certain permit applications.

CDDs must follow the new requirements for contractor's change order timelines, restrictions on permit-related documentation, and procurement practices.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.