



**AVENIR
COMMUNITY DEVELOPMENT
DISTRICT**

**CITY OF PALM BEACH GARDENS
REGULAR BOARD MEETING
& PUBLIC HEARING
APRIL 23, 2026
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
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
REGULAR BOARD MEETING & PUBLIC HEARING
April 23, 2026
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. March 26, 2026, Regular Board Meeting Minutes
- F. **Public Hearing – Rules of Procedure – Dog Park Rules**
 - 1. Proof of Publication
 - 2. Receive Public Comments on Dog Park Rules
 - 3. Consider Resolution No. 2026-02 – Approving Dog Park Rules
- G. Old Business
- H. New Business
 - 1. Consider Approval of Avenir Dr. and Panther National Annuals Spring-Summer 2026 (Arazoza)
 - 2. Consider Approval of Avenir Palm Trimming April 2026 (Arazoza)
 - 3. Consider Approval of Solana Bay Perimeter Wall Plant Fill Ins (Arazoza)
 - 4. Consider Approval of Orchid Isles Signage Request Roundabout Sign
- I. Change Orders
 - 1. To be Distributed
- J. Consent Agenda
 - 1. Consider Ratification of Bush Hog Publix Swale March 2026 (Arazoza)
 - 2. Consider Ratification of Irrigation Repair on Avenir Dr and Coconut Blvd (Arazoza)
 - 3. Consider Ratification of Malfunctioning Irrigation Clock Replacement at Regency (Arazoza)
 - 4. Consider Ratification of Avenir Town Center Phase 1 SUA Bill of Sale
 - 5. Consider Ratification of Underground Utilities (SPF) Avenir CDD Pod 11 Contract
 - 6. Consider Ratification of Bush Hog Publix Swale- April 2026 (Arazoza)
- K. Clubhouse
 - 1. Clubhouse Comments from the Public for Items Not on the Agenda (**Limited to 3 Minutes Per Person**)

2. Clubhouse Management Report
3. Discussion Regarding Clubhouse Restaurant
4. Consider Approval of Avenir Clubhouse Annuals Spring-Summer 2026 (Arazoza)
5. Consider Approval of Palm Trimming at Clubhouse April 2026 (Arazoza)
6. Consider Approval of Shed Electrical New Proposal (Boston Electric)

L. Administrative Matters

M. Board Member Comments

N. 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

2501A Burns RD
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 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:

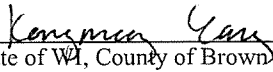
WPB Palm Beach Post 10/13/2025
WPB palmbeachpost.com 10/13/2025

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 10/13/2025



Legal Clerk



Notary, State of WI, County of Brown

9-3-29

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Notary Public
State of Wisconsin

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
October 13, 2025 11736996

**AVENIR COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
MARCH 26, 2026**

A. CALL TO ORDER

The March 26, 2026, Regular Board Meeting of the Avenir Community Development District (the “District”) was called to order at 12:46 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which indicated that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on October 13, 2025, as part of the District’s Fiscal Year 2025/2026 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 and it was in order to proceed with the meeting.

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

Also present were District residents: Residents: Ellen Fotino, Donna Klein, Alice Horowitz, June Leonard, David Khani, Melissa Evans, Janice Pascucci, Hal Staniloff, Annie Gold, Barry Katz, Mitchell Kay, Rich Leonard, Linda Gubitosa, Allison Rogers, Rosy Matos, Debbie Eckert, Miriam Feldman and Susan Demaio.

Also present were:

Steve Sanford - Bond Counsel - via phone
James Candela – Methodology Consultant
Anthony Loyacona – FCI Residential

District residents present were as follows: Rich Leonard, June Leonard, David Khani, Bill Rosenberg, Paul Gubitosa, Linda Gubitosa, Eric Echevarria, Steven Frazier Global, Alice Horowitz, Richard Horowitz, Judy Cirino and Mitchell Kay.

D. ADDITIONS OR DELETIONS TO THE AGENDA

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

Mr. Gubitosa expressed concern regarding the Coconut Boulevard extension and inquired whether larger vehicles, specifically Class 7 and Class 8 trucks, would be permitted to utilize the route. Mr. Pierman

responded that the Avenir roadways were owned by the City of Palm Beach Gardens and advised that the City would be the appropriate point of contact for questions regarding road usage.

E. APPROVAL OF MINUTES

1. February 26, 2026, Regular Board Meeting

The minutes of the February 26, 2026, 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 February 26, 2026, Regular Board Meeting, as presented.

F. OLD BUSINESS

There were no old business items to come before the Board.

G. NEW BUSINESS

1. Consider Resolution No. 2026-01 – Delegation Resolution (Series 2026 Bonds – A 10)

Resolution No. 2026-01 was presented, entitled:

RESOLUTION NO. 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) HEREBY AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$7,000,000 SPECIAL ASSESSMENT BONDS, SERIES 2026A (PARCEL A-10 PROJECT) (THE “SERIES 2026A BONDS - (A-10),” AND AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$44,000,000 SPECIAL ASSESSMENT BONDS, SERIES 2026B (PARCEL A-10 PROJECT) (THE “SERIES 2026B BONDS - (A-10))” AND, TOGETHER WITH THE SERIES 2026A BONDS – (A-10), THE “A-10 BONDS”) TO FINANCE CERTAIN PUBLIC INFRASTRUCTURE WITHIN PARCEL A-10 WITHIN ASSESSMENT AREA TWO OF THE DISTRICT; DETERMINING THE NEED FOR A LIMITED OFFERING OF THE A-10 BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH A-10 BONDS; APPOINTING THE UNDERWRITER FOR THE UNDERWRITING OF THE A-10 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE A-10 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SEVENTEENTH SUPPLEMENTAL TRUST INDENTURE GOVERNING THE SERIES 2026A BONDS – (A-10), AND AN EIGHTEENTH SUPPLEMENTAL TRUST INDENTURE GOVERNING THE SERIES 2026B BONDS – (A-10); AUTHORIZING THE APPLICATION OF THE MASTER TRUST INDENTURE DATED AS OF MAY 1, 2018 BY AND BETWEEN THE DISTRICT AND REGIONS BANK, AS TRUSTEE WITH RESPECT TO THE A-10 BONDS; APPROVING THE FORM OF A PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A

CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF A-10 BOND PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORTS AND ENGINEER’S REPORT; PROVIDING FOR THE REGISTRATION OF THE A-10 BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE A-10 BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Mr. Sanford presented Resolution 2026-01 and noted that it pertained to Pod A-10 and was similar to the A-21 bond. He explained that there would be two series of bonds to finance the A-10 infrastructure with parameters set by the Board: Series A for \$7 Million, and Series B for \$44 Million, which will have taxable and tax-exempt portions. Included in the resolution are a purchase agreement with FMS, a preliminary LOM, a continuing disclosure, and the 17th and 18th supplemental indenture with Regions Bank.

Mr. Sanford also noted that the resolution sets the principal amount as the parameters for the interest rate as well as the underwriter’s compensation, including purchasing the bond at a discount and selling.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter, and unanimously passed adopting Resolution 2026-01 Delegation Resolution (Series 2026 Bonds – A-10), as presented.

- **Seventeenth Supplemental Indenture – Avenir Series 2026A (A-10)(718424148.5)**

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Seventeenth Supplemental Indenture – Avenir Series 2026A (A-10)(718424148.5), as presented.

- **Eighteenth Supplemental Indenture – Avenir - Series 2026B (A-10)(718425667.6)**

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Eighteenth Supplemental Indenture – Avenir Series 2026B (A-10)(718425667.6), as presented.

2. Consider Supplemental Engineer’s Report – Parcel A-10

Mr. Ballbe explained that the District’s improvements would be completed in two phases: Phase 1 will consist of 135 units, and Phase 2 will consist of 95 units, for a total of 230 lots. He noted that the improvements would include water management, erosion control, sewer collection, and access infrastructure.

Additionally, he explained that a landscape buffer would be provided and that all public improvement costs for both phases, including taxable and non-taxable bonds, would fund the master infrastructure improvements.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed approving the Supplemental Engineer’s Report – Parcel A-10, as presented.

3. Consider Preliminary First Supplemental Special Assessment Methodology – A-10 Parcel

Mr. Candela presented the Preliminary Supplemental Methodology (Parcel A-10 Project). In Appendix 1, he noted that the total project cost was \$42,210,698.00. Appendix 2 reflects the total bond sizing of \$36,334,415. Appendix 3 explains the project benefit per unit. Appendix 4 outlines the bond debt per unit and indicates a total of 230 units. Appendix 5 displays the maximum annual debt service assessment in addition to the net amount. Appendix 6 explains the maximum annual debt service assessment per unit for the A and B Bond that may be collected. Mr. Candela further noted that the figures presented were preliminary and subject to amendment.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed to approving the Preliminary First Supplemental Special Assessment Methodology – A-10 Parcel, in substantial form.

4. Consider Approval of Ancillary Bond Documents

- **Assignment and Acquisition Agreement**
- **Assignment and Assumption Agreement**
- **Collateral Assignment and Assumption of Development Rights**
- **Completion Agreement**
- **Declaration of Consent to Jurisdiction**
- **Lien of Record**
- **True-Up Agreement (Series 2026A)**
- **True-Up Agreement (Series 2026B)**

Mr. Pawelczyk presented the ancillary bond documents pertaining to Parcel A-10 and provided the following explanations:

Assignment and Acquisition Agreement assigns certain contract rights to the land developer, with decision-making authority as described in the design report. Assignment and Assumption Agreement relates to the infrastructure agreement for the public infrastructure project. Collateral Assignment and Assumption of Development Rights establishes the owner as the developer and provides that in the event of a payment default, development rights may be assigned to a new buyer for completion of the project. Completion Agreement obligates the developer for completion of the agreements. Declaration of Consent to Jurisdiction, to be executed by Avenir Development, acknowledges that assessments will be levied and enforced by the District. Lien of Record will be recorded in the public records for Parcel A-10. True-Up Agreement (Series 2026A and 2026B) is between the District and the developer and obligates the developer to the excess fees if the amount collected is not as much as anticipated.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed approving all the above ancillary bond documents, as presented.

5. Consider Agreement for Underwriter Services (FMS) (Parcel A-10)

Mr. Pierman presented the agreement of underwriter services for FMS Bonds. Mr. Khani, a member of the public, suggested the rate go out to bid. Ms. Cepero acknowledged Mr. Khani's comment for the record.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed to approving the agreement with FMS Bonds for underwriter services related to Parcel A-10.

6. Consider HSQ Ponding Proposal for Avenir

Mr. Pierman noted that a revised proposal from HSQ had been completed, was correctly addressed to the District, and reflects a total amount of \$1,850. Ms. McConnell noted that persistent ponding occurs at Avenir Drive and Northlake, and that the area had previously been repaired for this issue.

A **motion** was made by Ms. Cepero and seconded by Ms. Schechter approving the HSQ Ponding Proposal for Avenir, as presented. The **motion** passed 4-1, with Mr. Cartlidge dissenting.

7. Consider Billing Cochran, P.A. Adjustment to District Counsel Fee Structure

Mr. Pawelczyk noted that rate assessments for the firm were conducted every three to four years and that the District was approaching its third-year rate evaluation. The proposed rate increase is \$325.00 per hour for attorneys/partners and \$250.00 per hour for attorneys/associates effective October 1, 2026.

A **motion** was made by Ms. Schechter, seconded by Mr. Kay and unanimously passed approving the Billing Cochran, P.A. Adjustment to District Counsel Fee Structure for the Avenir District, as presented.

8. Consider H&J Avenir Spine Road Repairs CO Rev 2

Mr. Ballbe explained that repairs were needed along the Avenir Spine for the one-inch pathways located within the District.

A **motion** was made by Mr. Cartlidge, seconded by Ms. Schechter and unanimously passed directing staff to proceed with the Avenir Spine repairs by H&J, subject to an evaluation confirming that the pathways were properly installed, as noted by Mr. Cartlidge.

Mr. Ballbe and Ms. Bowden agreed to coordinate the requested evaluation as directed.

9. Consider Escrow Agreement

Mr. Pierman explained that the Escrow Agreement pertained to Avenir Pod 18. Mr. Pawelczyk further stated that the agreement was related to the builder's payoff of the B Bonds and that the District executes documents to reduce ancillary documents and facilitate the release of executed documents upon payment of the District's B Bonds.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed approving the Escrow Agreement, as presented.

10. Consider Additional Lake Sign Proposal

Mr. Pierman presented three total sign proposals as follows: Signarama at \$267.73 per sign with a \$43.75 installation cost for existing signs; Lynn Striping at \$265.00 per sign with a \$75.00 installation cost; and Superior Waterway at \$273.50 per sign with a \$95.00 installation cost. Mr. Kay noted that he would share with the District a City of Palm Beach Gardens' contact to review the sign design for finalization.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and unanimously approved awarding the project to Signarama, as the lowest total cost bidder.

H. CHANGE ORDERS – To Be Distributed

I. CONSENT AGENDA

- 1. Consider Ratification of Bad 2-inch Valve Northlake Median Repair**
- 2. Consider Ratification of Avenir CDD POD 11 Buffer Landscape**
- 3. Consider Ratification of Avenir CDD POD 11 Buffer Irrigation**
- 4. Consider Ratification of Bill of Sale Water and Sewer**
- 5. Consider Ratification of Underground Utilities (SPF) Avenir POD 21 Contract**
- 6. Consider Ratification of Underground Utilities Backbone (SPF) Avenir POD 21 Contract**
- 7. Consider Ratification of Avenir POD 10 SUAE (Seacoast)**

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and unanimously passed approving Consent Agenda Items 1 through 7, as presented.

J. CLUBHOUSE

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

Mr. Pierman opened public comment portion of the meeting by stating that this was not the proper forum to discuss the West Clubhouse – Great Egret located within Avenir, as it was not owned or operated by the District.

Mr. Rosenberg requested that the questions and concerns raised in his remarks, included in the meeting minutes as Exhibit A, be addressed by staff. Mr. Pierman encouraged a separate meeting to be scheduled to discuss the matters, and Mr. Rosenberg agreed to do so.

Mr. Gubitosa raised concern regarding unaccompanied children at the Clubhouse facility and Mr. Pierman instructed Vesta staff to monitor and address.

Ms. Horowitz requested that staff enforce preventive measures to ensure non-clubhouse members are restricted from accessing the Clubhouse and that appropriate access controls be assessed to assist in managing access. Ms. Horowitz also inquired whether the Avenir Townhomes were being assessed for the Clubhouse. Mr. Pierman confirmed that the townhomes were included.

Mr. Cartlidge requested an update regarding the aerobics room access control and Vesta staff reported they were working on the request.

Exhibit A

Good afternoon and thank you for your time.

I've reviewed the **2025–2026 CDD budget**, specifically the **Blue Heron Clubhouse operations** to which I forwarded a letter to all of you last week. I would like to focus on several areas where additional analysis and clarity are needed.

At a high level, residents are currently paying approximately **\$1.864 million annually**, which equates to about **\$1,476 per home per year—or approximately \$123 per month—based on the current number of allocated homes.**

This is for a clubhouse that is significantly smaller and offers fewer amenities than comparable communities operating at similar budgets.

Put simply:

We appear to be paying more, for less.

Given that, I believe a more detailed and structured evaluation of the clubhouse operations is necessary.

First, I would request a **formal comparative analysis** against similar communities—specifically looking at:

- Cost per square foot
- Cost per home
- Staffing and management ratios
- Amenity offerings relative to cost

Second, while we do have budget categories, what is still missing is a **clear written explanation of what each major cost represents and why it is necessary.**

This level of detail should not be limited to the clubhouse but should apply across other major CDD budget categories as well, so residents can better understand how funds are allocated and evaluated.

Third, I believe it is critical to begin tracking and reporting **actual usage and attendance data**, including:

- Clubhouse utilization
- Social program attendance
- Cost per program relative to participation
- **Opportunity cost to homeowners for underutilized space associated with these programs.**

I want to be clear—the team appears to be doing a good job in organizing activities and programs. However, it is important to evaluate:

What is the overall cost to operate these programs relative to how the facility is being used?

Related to that, the **ballroom comprises approximately 37% of the clubhouse space**, and it would be helpful to understand:

- How frequently it is used.
- Whether that space is functioning efficiently
- Whether reconfiguration could improve utilization and overall value

Additionally, landscaping costs should be reviewed with a focus on **design adjustments that could reduce long-term maintenance expenses**.

Finally, these metrics and financials should be reported on a **monthly basis**, so trends can be monitored, and adjustments made proactively.

The goal here is not simply transparency, but **ongoing operational accountability**—ensuring that the services being provided align with what residents are paying for.

Given the current cost structure, I believe this level of analysis is both reasonable and necessary.

Thank you, and I look forward to your response and request this question be recorded in the minutes.

2. Clubhouse Management Report

Mr. Klein reported that there was a new Clubhouse cleaning company in place, the approved landscaping project had begun, and that the windsock for pickleball had been installed. He also noted that Mr. Baldwin was in place as the new General Manager as of March 30, 2026.

Ms. Chiaramonte presented a report on several events held, including an Easter egg hunt with over 200 attendees, food truck events, and other community activities. She also noted ongoing promotions for local businesses invited to participate in support of community engagement. She also reported a parking issue during larger events and stated that she would work on potential solutions to address this for future events.

Mr. Pierman explained that the two current Clubhouse golf carts were in need of replacement due to ongoing maintenance needs and cart functionality and suggested posting the existing carts on GovDeals. Following discussion, Mr. Baldwin presented a proposal from Advantage Golf Carts for two new Club Car golf carts totaling \$20,201.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously approving the purchase of two new golf carts, contingent upon receiving a total of three bids and establishing a not-to-exceed amount equal to the initial proposal of \$20,201.

3. Consider H&J Avenir Repairs Clubhouse Header CO

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the H&J Avenir Repairs Clubhouse Header CO, as presented.

4. Discussion Regarding Clubhouse Restaurant

Mr. Pierman noted that a mutual agreement with Chef Ardit Kacorri could not be reached by the set deadline of the March 2026 meeting due to the agreement requirements established by the Board. He further stated that communication with the alternate party, The Nest, had continued and that they remain interested and agreeable to the proposed terms.

Following discussion, a **motion** was made by Ms. Schechter, seconded by Mr. Lopez and unanimously passed directing staff to proceed with the execution of an agreement with The Nest, and further directing staff to provide cost estimates for outfitting the indoor and outdoor kitchen spaces, with such information to be brought back to the Board for consideration.

K. ADMINISTRATIVE MATTERS

Mr. Pierman noted that the next meeting was scheduled for April 23, 2026, and it would include a Public Hearing regarding the Dog Park. He also confirmed that the forensic audit for the clubhouse with EPIC was in the process of being scheduled.

Mr. Pierman was pleased to announce that the mitigation cost for most, but not all, of the conservation area within the District, estimated at over \$1 Million, would be reduced, as the City of Palm Beach Gardens will assume a portion of the acreage, effective October 2026, resulting in significant cost savings for the District.

L. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

M. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously adjourning the Regular Board Meeting at 2:36 p.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Avenir CDD
2501A Burns RD
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 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:

WPB Palm Beach Post 03/19/2026
WPB palmbeachpost.com 03/19/2026

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 03/19/2026

Legal Clerk

Notary, State of WI, County of Brown

9.3.29

My commission expires

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KONGMENG YANG
Notary Public
State of Wisconsin

NOTICE OF RULE DEVELOPMENT BY THE AVENIR COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, Florida Statutes, the Avenir Community Development District ("District") hereby gives notice of its intention to develop Dog Park Rules governing the use of the Avenir Dog Park.

The purposes of the proposed rules and regulations are to update the established policies and procedures regarding the everyday use of the Avenir Dog Park, including, but not limited to, rules related to the use of the amenity facilities, prohibited activities, and suspensions for violations of the rules.

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

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

A public hearing on the adoption of the proposed Dog Park Rules will be conducted by the District's Board of Supervisors on April 23, 2026, at 12:30 p.m. at The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN AT LEAST THREE DAYS PRIOR TO ANY PROCEEDINGS, CONTACT SPECIAL DISTRICT SERVICES, INC. AT (877) 737-4922.

AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenircdd.org
March 19, 2026 12168067

USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Avenir CDD
2501A Burns RD
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 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:

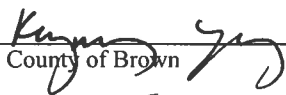
WPB Palm Beach Post 03/26/2026
WPB palmbeachpost.com 03/26/2026

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 03/26/2026



Legal Clerk



Notary, State of WI, County of Brown
9-3-28

My commission expires

Publication Cost: \$403.70
Tax Amount: \$0.00
Payment Cost: \$403.70
Order No: 12186068 # of Copies:
Customer No: 1348509 1
PO #:

THIS IS NOT AN INVOICE!
Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

**NOTICE OF RULEMAKING
REGARDING THE AVENIR DOG
PARK RULES
OF THE AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

In accordance with Chapters 120 and 190, Florida Statutes, the Avenir Community Development District (the "District") hereby gives the public notice of its intent to adopt and conduct a public hearing on the District's proposed Avenir Community Development District Dog Park Rules (the "Dog Park Rules"). The purpose and effect of the proposed Dog Park Rules is to provide for efficient and effective District operations with respect to the Avenir Dog Park. Prior notice of rule development was published in The Palm Beach Post on March 19, 2026.

The public hearing will be conducted by the Board of Supervisors of the Avenir Community Development District on **April 23, 2026, at 12:30 p.m.** at The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410. The public hearing will provide an opportunity for the public to address and comment upon the Avenir Dog Park Rules. The proposed Dog Park Rules may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment.

The purposes of the proposed rules and regulations in the Dog Park Rules are to update the established policies and procedures regarding the everyday use of Avenir Dog Park, including, but not limited to, rules related to the use of the amenity facilities, prohibited activities, and suspensions for violations of the rules. Specific legal authority for adoption of the proposed Rules of Procedure includes Sections 190.011, 190.035, 120.54, and 120.81, Florida Statutes (2021).

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

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

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

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

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

AVENIR COMMUNITY DEVELOPMENT DISTRICT
March 26, 2026

RESOLUTION NO. 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE DOG PARK RULES (RULE 2026-02) AND INCLUDING SUCH RULES AS PART OF RULES REGARDING USE OF THE DISTRICT'S AMENITIES RULES HANDBOOK; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Avenir Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach Gardens, Palm Beach County, Florida; and

WHEREAS, the District is the owner of the recently completed or a near completed Dog Park (the "Dog Park"), within the boundaries of the District; and

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

WHEREAS, the District owns, operates, and maintains the Dog Park as part of its Recreational Amenities, and the District has determined that it is necessary and in the best interests of the District and its residents, to adopt facility-specific Rules Regarding Use of the District Dog Park (the "Dog Park Rules") in order to address current usage, promote safety, and establish clear standards of conduct and enforcement for those utilizing the Dog Park, which rules, upon adoption, shall be incorporated into and enforced as part of the Avenir Community Development District Amenities Rules Handbook (the "Handbook"); and

WHEREAS, the District has complied with the provisions of Chapter 120, Section 190.011, and Section 190.035, and has conducted a public hearing to address the addition of Rule 2026-02 the Dog Park Rules, into the Handbook, as contemplated herein.

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

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

Section 2. The Handbook is hereby amended to adopt and include the Dog Park Rules as set forth in Exhibit A, attached hereto and made a part hereof.

Section 3. The District Manager shall distribute the revised Handbook as appropriate, include such revised Handbook in the Official Records of Proceeding of the District, and post the revised Handbook on the District's website.

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

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

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

Section 7. This Resolution shall take effect immediately upon adoption (the “Effective Date”).

PASSED AND ADOPTED in Public Session of the Board of Supervisors of the Avenir Community Development District, this **23rd day of April, 2026.**

Attest:

**AVENIR COMMUNITY
DEVELOPMENT DISTRICT**

Jason Pierman, Secretary

Virginia Cepero, Chairperson
Board of Supervisors

Exhibit A

Dog Park Rules, Rule 2026-02



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 04/14/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 132 - Install annuals at Panther National and Avenir Roundabout--Spring/Summer 2026
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Prep and install Red Star and Wasabi arranged in Vertical rows at 4 large beds	Price includes--4.5 inch flowers, soil, fungicide, and slow release fert	1,700.00	\$5.00	\$8,500.00
Grand Total				\$8,500.00



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 04/01/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 126 - Palm Trimming in Commons and behind Coral Isles Fence (East Break)
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Trim all Royal, Coconut, and Medjool Palms--Also Includes all palms behind fence at Coral Isles	Haul Away Debris	1.00	\$60,500.00	\$60,500.00
Grand Total			\$60,500.00	



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 03/09/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 121 - Solana Bay Wall Fill ins
Billing Address:

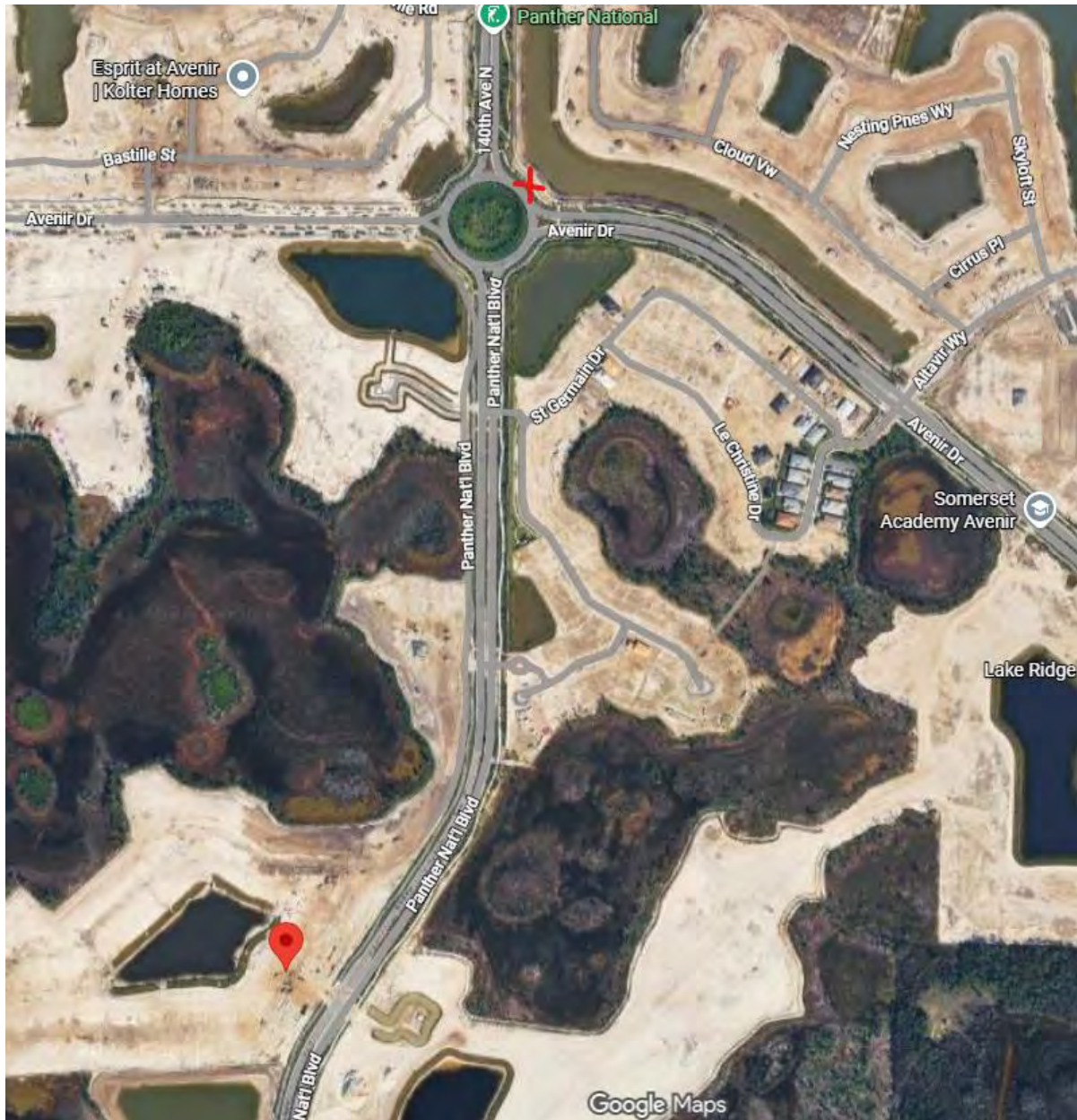
Product Description	Size	QTY	Unit Cost	Total
Fakahatchee Grass to fill in existing beds	3 gallon	20.00	\$15.00	\$300.00
Foxtail Ferns to fill in existing beds	3 gallon	30.00	\$15.00	\$450.00
Java White Copperleaf to take the place of the Flax	3 gallon	265.00	\$16.00	\$4,240.00
Parsons Juniper to fill in existing beds	3 gal	70.00	\$15.00	\$1,050.00
Texas Sage to fill in existing beds	3 gallon	150.00	\$15.00	\$2,250.00
Tighten Flax beds with sod	Lump Sum	3.00	\$1,550.00	\$4,650.00
PRICE DOES NOT INCLUDE ANY ADDITIONAL IRRIGATION OR ADJUSTMENTS	SINCE WE DONT HAVE ACCESS FOR BEDS AGAINST THE PERIMETER WALL	1.00	\$0.00	\$0.00
Prep areas and remove Flax	Lump Sum	1.00	\$1,025.00	\$1,025.00
Prep large bed remove Gold mound and Viburnum	Lump Sum	1.00	\$300.00	\$300.00
Grand Total				\$14,265.00

Orchid Isles - Proposed Proof for Roundabout Sign:



Orchid Isles - Proposed Location for Roundabout Sign:

- > Shown with red X
- > Install between Avenir Dr and 140th Ave N
- > Approx. 26.826555, -80.257606





Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 03/23/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 124 - Publix Swale Bush Hog--March 2026
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Bush hog swale that runs parallel to publix access road	lump sum	1.00	\$975.00	\$975.00
Grand Total				\$975.00



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 03/06/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 120 - Irrigation not operable on Avenir and Coconut
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Need to troubleshoot and repair section on Avenir Dr North Side and Coconut Blvd South of Avenir	Not to Exceed of \$1000	1.00	\$500.00	\$500.00
Grand Total				\$500.00



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 03/20/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 123 - Replace faulty Irrigation Clock at Regency
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Replace large Station Irrigation Clock	Price includes New Clock, extra module needed and Installation	1.00	\$3,500.00	\$3,500.00
Grand Total				\$3,500.00

BILL OF SALE

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

Potable water lines and sanitary sewage collection lines and/or lift stations and related facilities constructed within the right-of-way and/or property of AVENIR TOWN CENTER - AS RECORDED IN PLAT BOOK 135, PAGES 141-146, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, which system is more completely described in the attached Exhibit "1 A" and/or "1 B".

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

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

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

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

By: _____

Print Name: Virginia Cepero
Title: Chairperson

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of January, 2026, by **Virginia Cepero**, as **Chairperson** of the Board of Supervisors of the **AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes**, on behalf of the district, of who is personally known to me or who has produced _____ as identification.

Notary Signature

Print Name
Notary Public - State
Commission No:
My Commission Expires:

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 **One Hundred Sixty-Nine Thousand Nine Hundred Forty-Seven and 00/100 Dollars (\$169,947.00)** 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.

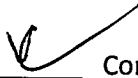
Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.

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 GJ

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 VC Contractor GJ

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 G.J.

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 VC Contractor GJ


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 GJ

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 G.J.

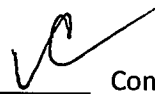
quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work, agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the 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 VC Contractor GJ

- 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 GJ

- 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, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

Owner VC Contractor GJ

To Contractor: **SPF UNDERGROUND UTILITIES, INC.**
1860 SW Fountainview Blvd., Suite 100
Port St Lucie, FL 34986-4535
Attn: Gerald Jorge, 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 received; (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 GJ

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 GJ

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 GJ

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  Contractor G.J

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

WITNESSES:

OWNER

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

Print Name: _____

Print Name: _____

By: *Virginia Cepero*

Name: Virginia Cepero

Title: Chairperson, Board of Supervisors

Dated: 4/6/26

CONTRACTOR

SPF UNDERGROUND UTILITIES, INC, a Florida corporation

Print Name: _____

Print Name: _____

By: *Gerald Jorge*

Name: Gerald Jorge

Title: President

Dated: 8 April 2026

Owner _____ Contractor GJ

**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.

	Qty	Cost/Unit	Total
<i>Install all FPL conduit & Structures per plan</i>			
Trench and Backfill @ 36"	12,040	\$5.00/1 LF	\$60,200.00
Install 2" Conduit	27,680	\$1.15/1 LF	\$31,832.00
Install 17" HH	68	\$95.00/1 EA	\$6,460.00
Install 24" HH	4	\$100.00/1 EA	\$400.00
Install 48" Primary Splice Box	5	\$350.00/1 EA	\$1,750.00
Install 1PH Transformer Pad	28	\$110.00/1 EA	\$3,080.00
Install 3PH Transformer Pad	1	\$125.00/1 EA	\$125.00
Install Switch Cabinet	1	\$1,100.00/1 EA	\$1,100.00
Assemble / Install Tenon Mount - 21' feet tall	51	\$1,000.00/1 EA	\$51,000.00
<i>Assemble / Install (47) Tenon Mount - 21' feet tall</i>			
Assemble & Install Stresscrete Walkway Bollard Lighting	28	\$500.00/1 EA	\$14,000.00
<i>Assemble / Install 115 Small Bollard Lights for Walkway</i>			


Subtotal: \$169,947.00

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 VALUE

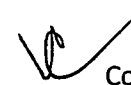
Draw schedule:

Invoice monthly based upon work completed to date, with remaining balanced noted.

Owner  Contractor GJ

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

FPL Work Request #142808838 for Avenir Pod 11

Owner  Contractor GJ

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: SPF Underground Utilities, Inc.

NAME: Gerald Jorge

TITLE: President

SIGNATURE: [Handwritten Signature]

DATE: March 18, 2026

STATE OF FLORIDA
COUNTY OF St Lucie

SWORN TO (or affirmed) and subscribed before me by means of physical presence or online notarization, this 18 day of March, 2026, by Gerald Jorge in his/her capacity as President for SPF Underground Utilities (name of Nongovernmental Entity).

[Handwritten Signature]
NOTARY PUBLIC

Personally Known OR
 Produced Identification

Type of Identification Produced





Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 04/14/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 130 - Publix Swale Bush Hog--April 2026
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Bush Hog swale that runs parallel to Publix access road	Lump Sum	1.00	\$975.00	\$975.00
Grand Total				\$975.00



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 04/14/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 131 - Install Annuals at Avenir Clubhouse--Spring/Summer 2026
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Prep and install Red Star and Wasabi Coleus arranged in diagonal rows at front entry of Clubhouse--3 beds	Price includes--4.5 inch flowers, soil, fungicide, and slow release fert	750.00	\$5.00	\$3,750.00
Grand Total				\$3,750.00



Arazoza Bros., Corp.

Maintenance

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

Proposal

W.O. Date: 03/31/2026

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 125 - Palm Trimming At Clubhouse
Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Trim all Royal, Cocount and Medjool Palms at Clubhouse	Haul Away Debirs	1.00	\$10,800.00	\$10,800.00
Grand Total			\$10,800.00	



ESTIMATE	#2997
ESTIMATE DATE	Apr 1, 2026
SERVICE DATE	Apr 1, 2026
TOTAL	\$3,370.00

Avenir
 Avenir CDD
 12255 Avenir Dr
 Palm Beach Gardens, FL 33412

(561) 298-2730
 plbaldwin@vestapropertyservices.com

CONTACT US

1616 N Florida Mango Road, Suite C7
 West Palm Beach, FL 33409

(561) 570-7788
 john@bostonelectric.biz

ESTIMATE

Services	qty	unit price	amount
Add Shed Circuits	1.0	\$3,370.00	\$3,370.00
Run approximately 40 feet of 3/4" PVC conduit from panel board "PP" across the pool equipment area to the new shed location. Pull and install three (3) 20-amp circuits and make all necessary terminations. Tie into and complete wiring within the existing electrical system in the maintenance shed. Demo and remove existing cable, conduit, and electrical box at the old shed location, including proper disposal of all materials.			
Payment Schedule	1.0	\$0.00	\$0.00
\$1686.50(50%) Due at signing, \$1686.50(50%) Due at completion			
			Services subtotal: \$3,370.00
Subtotal			\$3,370.00
Total			\$3,370.00

All payments are due upon completion of job. 1 Year Warranty on all (Material and Labor)

NOTE: All Estimate/Quotes are only valid for 10 business days. By clicking the APPROVE Estimate/Quote button the customer agrees and accepts the terms and prices on the agreement.