

**AVALON PARK WEST
COMMUNITY DEVELOPMENT
DISTRICT**

March 25, 2022

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

Avalon Park West Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

March 18, 2022

Board of Supervisors
Avalon Park West Community Development District

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Avalon Park West Community Development District will hold a Regular Meeting on March 25, 2022, at 10:00 a.m., at the New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Raymond Demby, Seat 4; *Term Expires November 2022*
4. Consider Appointment of Ty Vincent to Fill Unexpired Term of Seat 4
 - A. Administration of Oath of Office (*the following will be provided in a separate package*)
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B: Memorandum of Voting Conflict
 - B. Consideration of Resolution 2022-05, Appointing and Removing Officers of the Avalon Park West Community Development District and Providing for an Effective Date
5. Discussion: Cost Sharing with New River CDD
6. Consideration of Reciprocal Use Agreement for Avalon Park West and New River CDDs Amenity Centers

7. Update: Monuments and Future Connection
8. Budget Discussion: Actual Costs and Increases to CDD and HOA Budgets
9. Acceptance of Unaudited Financial Statements as of February 28, 2022
10. Approval of February 25, 2022 Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *KE Law Group, PLLC*
 - B. District Engineer: *Stantec Consulting Services*
 - C. Operations Manager: *Access Management*
 - Update: Spa Warranty Claim
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: April 22, 2022, immediately following the adjournment of the Silverado CDD Meeting, scheduled to commence at 10:00 A.M.

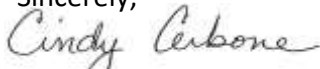
○ QUORUM CHECK

MARYBEL DEFILLO	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
ROSS HALLE	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
MARY MOULTON	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
TY VINCENT	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
CHRISTIAN COTTER	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

12. Board Members' Comments/Requests
13. Public Comments
14. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

Sincerely,



Cindy Carbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 801 901 3513

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Avalon Park West Community Development District
Attn: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Raymond Demby
Printed Name

Date: 2/25/22
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Avalon Park West Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board of Supervisors, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.


Signature

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-05

**A RESOLUTION APPOINTING AND REMOVING OFFICERS OF THE
AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Avalon Park West Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited person to the office specified.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. The following is appointed as an Officer of the District effective upon the passage of this Resolution:

Ty Vincent is appointed Assistant Secretary.

SECTION 2. The following is removed as an Officer of the District effective upon the passage of this Resolution:

Ray Demby is removed as Assistant Secretary.

SECTION 3. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary, Treasurer, Assistant Secretaries, and Assistant Treasurer.

SECTION 4. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 25TH DAY OF MARCH, 2022.

ATTEST:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

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CDD Cost Comparison

New River

Fiscal 2022

1 Community Sign (Entry & Walls Maintenance) Painting

	\$2,000
Access Control Maintenance & Repair	\$2,500
Miscellaneous Expenses	\$1,500
Office Supplies	\$250

2 Clubhouse

Payroll Salaries	\$34,074
Clubhouse - Facility Janitorial Service	\$3,000
Pest Control	\$425
Contract - Pool Service	\$10,200
Utility - Rec Facilities	\$6,600
R&M Parking Lot (seal coat/restripe)	\$1,500
Internet Services	\$2,100
R&M Clubhouse (pool furniture)	\$10,000
R&M Pools (Pump repair)	\$2,500
Amenity Maintenance & Repairs (replace all ceiling lighting and ceiling texture)	\$5,000
Facility A/C & Heating Maintenance	\$1,500
Security System Monitoring & Maint	\$2,500

3 Playground & Basketball Court

	\$2,500	
Athletic/Park Court/Field Repairs (sod)	\$1,500	
Garbage Collection (depends on staffing contract)	\$10,000	Removed, garbage is taken to APW
Facility Supplies	\$1,000	
Clubhouse - Facility Janitorial Supplies	\$400	
Pool Permit	\$500	
Dog Waste Station Service & Supplies	\$4,100	Removed,waste is taken to APW

7 Boulevard Landscaping and Ponds that are drainage for the Blvd

Pressure Washing	\$13,500
Insurance Property	\$7,500
R&M- Well Maintenance (back up water supply at entrance)	\$2,500
Landscape Maintenance	\$133,000
Landscape Replacement	\$40,000
Street Lights Blvd	\$35,438
Utility Irrigation	\$3,500
Aquatic Maintenance (only ponds servicing the Blvd)	\$9,300
Holiday Decoration	\$2,500

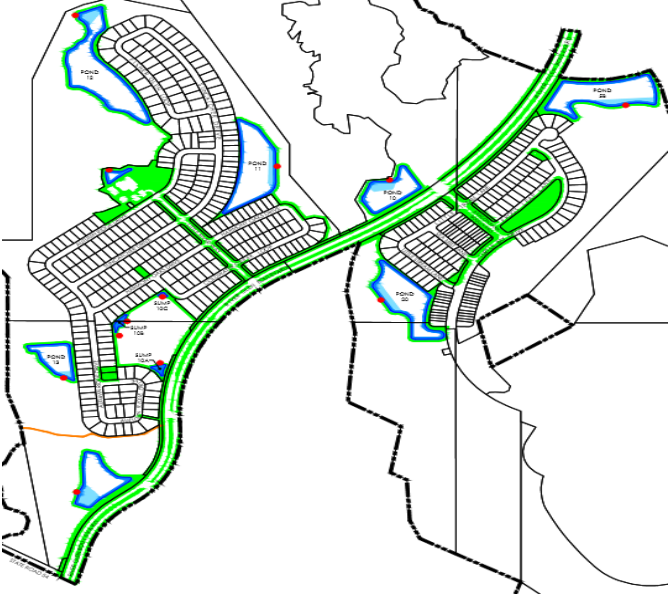
CDD Cost Comparison

\$352,887

-\$14,100

\$338,787

\$338.79 Per Home 1,000 homes



CDD Cost Comparison

Avalon Park West

Electric Utility - recreation facilities	\$15,000
Garbage - recreation facilities	\$2,200
Water/Sewer Utility services	\$6,000
Water Irrigation Reclaim	\$1,000
Stormwater assessment	\$500
Property insurance	\$27,776
Flood insurance	\$650
Entry & walls maintenance	\$2,500
Landscape maintenance, ponds, lake maintenance	\$119,500
Lift station maintenance	\$1,500
Shared amenity mgr w/ benefits	\$37,500
Telephone, internet, cable	\$5,000
Pool permits	\$780
Pest control	\$2,500
Janitorial Services	\$10,000
Pool service contract	\$17,500
Pool Maintenance	\$4,000
Building Maintenance & Repair	\$2,500
Building Maintenance Supplies	\$2,000
HVAC Maintenance	\$2,500
Fire Alarms/Extinguishers	\$750
Playground Maintenance	\$2,000
Security Systems Cameras	\$2,500
Janitorial Supplies	\$4,000
Office supplies	\$2,000
Office Equipment Club House	\$1,000
HOA Field Operations Accounting	\$5,000
Access Control	\$4,000
Backflow Testing	\$5,000
Misc. Recreation/Club	\$1,000
Miscellaneous contingency	<u>\$3,000</u>
Total field operations	\$291,156
Add	
Holiday Decorations Amenity Center	\$3,000
Pressure Washing Blvd	\$10,000
Streetlights	\$10,000

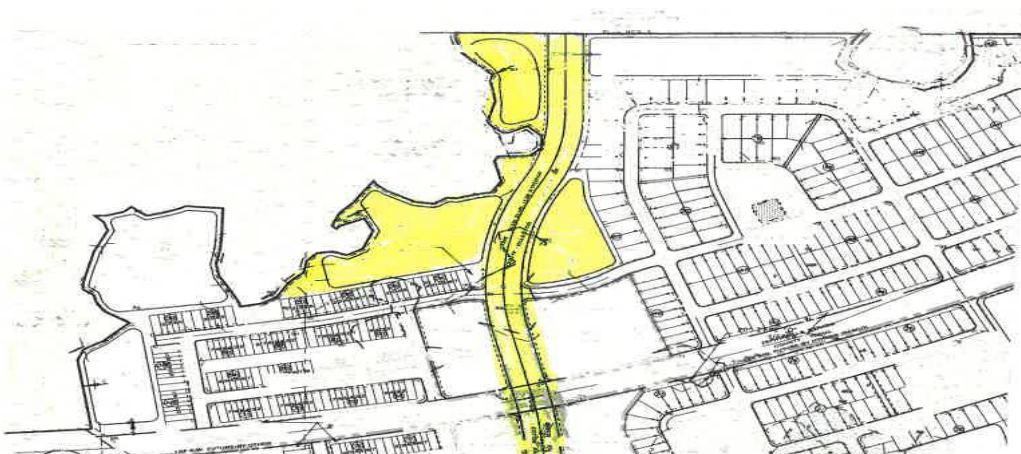
CDD Cost Comparison

HOA Insurance Blvd.

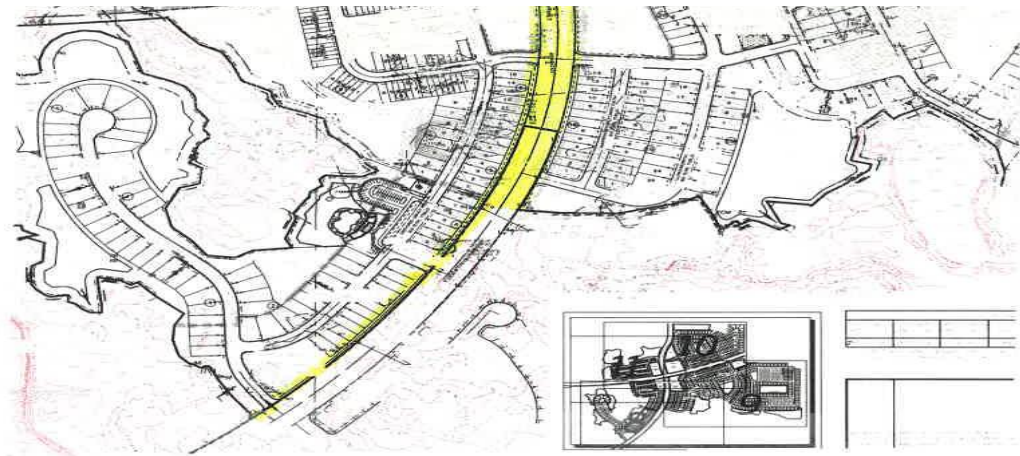
\$2,500

Current Total

\$316,656 \$ 318.57 Per Home based on 994 homes



CDD Cost Comparison



APW shared common area in yellow

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

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This instrument was prepared by:

KE LAW GROUP, PLLC
2016 Delta Blvd., Suite 101
Tallahassee, Florida 32303

RESTATED¹ AMENITY CENTER INTERLOCAL AGREEMENT

THIS RESTATED AMENITY CENTER INTERLOCAL AGREEMENT (“Agreement”) is made and entered into, by and between the following parties, and to be effective upon full execution of this Agreement:

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida, and whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**APW CDD**”); and

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida, and whose address is c/o Inframark, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 (“**NR CDD**,” together with APW CDD, the “**Districts**”).

RECITALS

WHEREAS, the Districts were established by ordinances of the Board of County Commissioners in and for Pasco County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and are validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including earthwork, water, sewer, reuse and drainage systems, roadway improvements, recreation improvements, wetland mitigation, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

WHEREAS, the Districts are located adjacent to one another, and are each responsible for the ownership and operation of certain public improvements; and

WHEREAS, among other improvements, APW CDD owns and operates an amenity clubhouse (“**APW Amenity**”), and NR CDD similarly owns and operates an amenity clubhouse (“**NR Amenity**,” together with the APW Amenity, the “**Amenities**”); and

¹This Agreement supersedes and replaces on a going forward basis that prior agreement between the parties known as the *Amenity Center Interlocal Agreement*, dated June 28, 2018 (“**Prior Agreement**”), and the parties agree that there are no further obligations with respect to the Prior Agreement.

WHEREAS, the Districts have adopted rules and policies governing their respective Amenities, and, among other things, establishing non-resident user rates to allow public access to their respective Amenities; and

WHEREAS, the Districts desire to have their respective residents be able to use, and share, both Amenities without having to pay non-resident user rates, which is fair and reasonable given the reciprocal nature of the agreement; and

WHEREAS, the Districts desire to restate the Prior Agreement on the terms set forth herein, and in order to accomplish a shared usage of the Amenities; and

WHEREAS, the Districts are empowered by section 190.012(1)(g), *Florida Statutes*, and section 163.01, *Florida Statutes*, to enter into interlocal agreements with each other, and this Agreement shall constitute an interlocal agreement; and

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the Districts agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. AMENITY USAGE. The Districts agree that the residents of APW CDD may use the NR Amenity subject to NR CDD's rules and policies, but without paying a non-resident user fee, and, similarly, that the residents of NR CDD may use the APW Amenity, subject to APW CDD's rules and policies, but without paying a non-resident user fee. APW CDD shall be responsible for its own costs and expenses associated with owning, operating and maintaining the APW Amenity, and NR CDD shall be responsible for its own costs and expenses associated with owning, operating and maintaining the NR Amenity.

3. DEFAULT. A default by any party under this Agreement shall entitle the other party only to the remedy of specific performance and to enforce the terms of this Agreement. Notwithstanding anything to the contrary herein, a defaulting party shall have up to sixty (60) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

4. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Districts; the Districts have complied with all the requirements of law; and the Districts have full power and authority to comply with the terms and provisions of this instrument.

5. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United

States government shall not be regarded as business days. Counsel for the Districts may deliver Notice on behalf of their respective clients. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

6. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Districts as an arm's length transaction. All 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, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any other party.

7. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Districts and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Districts any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Districts.

8. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the parties.

9. ASSIGNMENT. This Agreement may not be assigned by any party without the written consent of the other parties hereto, which consent shall not be unreasonably withheld.

10. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Pasco County, Florida.

11. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

12. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Districts beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

13. TERMINATION. Either party may terminate this Agreement for any or no cause upon sixty (60) days prior written notice to the other party.

14. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

16. EFFECTIVE DATE; RECORDING. This Agreement and the rights conferred herein shall become effective upon execution by the last signing District, and shall be filed and/or recorded in accordance with Chapter 163, *Florida Statutes*.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR RESTATED AMENITY CENTER INTERLOCAL AGREEMENT]

Executed as of the ___ day of _____, 2022.

WITNESSES:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____, _____ of the Avalon Park West Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

[SIGNATURE PAGE FOR RESTATED AMENITY CENTER INTERLOCAL AGREEMENT]

Executed as of the ___ day of _____, 2022.

WITNESSES:

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2022, by _____, _____ of the New River Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

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**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2022**

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2022**

	General Fund	Debt Service Fund Series 2020	Total Governmental Funds
ASSETS			
Cash	\$122,977	\$ -	\$ 122,977
Investments			
Revenue	-	312,633	312,633
Reserve	-	156,178	156,178
Capitalized interest	-	10	10
Due from Developer	920	-	920
Due from other	45,205	-	45,205
Deposits	8,737	-	8,737
Total assets	<u>\$177,839</u>	<u>\$ 468,821</u>	<u>\$ 646,660</u>
LIABILITIES			
Liabilities:			
Accounts payable - on-site	\$ 4,625	\$ -	\$ 4,625
Rental deposits	1,400	-	1,400
Developer advance	34,933	-	34,933
Total liabilities	<u>40,958</u>	<u>-</u>	<u>40,958</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	49,054	-	49,054
Total deferred inflows of resources	<u>49,054</u>	<u>-</u>	<u>49,054</u>
FUND BALANCES			
Restricted for			
Debt service	-	468,821	468,821
Unassigned	87,827	-	87,827
Total fund balances	<u>87,827</u>	<u>468,821</u>	<u>556,648</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 177,839</u>	<u>\$ 468,821</u>	<u>\$ 646,660</u>

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment: on-roll	\$ -	\$ 131,565	\$ 131,562	100%
Assessment: off-roll	-	-	64,874	0%
Interlocal agreement - amenity mgr	-	21,481	35,139	61%
Interlocal agreement	-	-	50,000	0%
Miscellaneous	-	1,051	-	N/A
Total revenues	<u>-</u>	<u>154,097</u>	<u>281,575</u>	55%
EXPENDITURES				
Professional & administrative				
Financial & administrative				
District management	4,000	20,000	48,000	42%
Engineering	-	1,225	5,000	25%
Dissemination agent	(250)	417	2,000	21%
Trustee fees	4,031	4,031	6,500	62%
Tax collector/property appraiser	-	2,631	2,741	96%
Assessment roll preparation	(1,833)	-	-	N/A
Field operations accounting	938	938	2,250	42%
Telephone	17	83	200	42%
Debt service accounting services	-	-	5,500	0%
Auditing services	3,275	3,275	3,500	94%
Arbitrage	-	-	750	0%
Printing & binding	42	208	500	42%
Insurance	-	5,570	5,919	94%
Legal advertising	-	382	1,500	25%
Dues, licenses & fees	-	175	175	100%
Miscellaneous mailings	12	22	500	4%
ADA website compliance	-	-	210	0%
Website hosting, maintenance and backup	-	-	705	0%
Contingency	-	293	500	59%
District counsel	-	6,116	15,000	41%
Total professional & administrative	<u>10,232</u>	<u>45,366</u>	<u>101,450</u>	45%

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations				
Electric utility services				
Utility services	3,004	6,417	3,000	214%
Utility - recreation facilities	961	4,279	12,000	36%
Garbage/solid waste control services				
Garbage - recreation facilities	-	326	2,500	13%
Solid waste assessment	-	-	500	0%
Water-sewer combination services				
Utility services	679	2,102	4,000	53%
Stormwater control				
Stormwater assessment	-	-	500	0%
Other physical environment				
Property insurance	-	25,523	27,175	94%
Flood insurance	-	-	1,322	0%
Entry & walls maintenance	-	-	500	0%
Landscape maintenance	11,160	42,045	15,500	271%
Irrigation repairs	-	-	2,000	0%
Landscape replacement	-	-	5,000	0%
Lift station maintenance	84	418	1,500	28%
Parks & recreation				
Employee - salaries	-	17,968	-	N/A
Management contract	-	-	70,278	0%
Gate maintenance & repair	378	1,647	2,500	66%
Telephone, fax, internet	238	593	1,500	40%
Pool permits	-	-	600	0%
Amenity supplies	-	327	500	65%
Pest control	-	318	500	64%
Clubhouse janitorial service	625	2,380	5,250	45%
Pool service contract	-	2,970	12,000	25%
Maintenance & repair	-	3,540	1,500	236%
Pool/water park maintenance	-	1,322	1,000	132%
Access card system monitoring & maintenance	-	-	4,000	0%
Clubhouse - facility janitorial supplies	-	292	1,000	29%
Office supplies	-	-	1,000	0%
Contingency				
Miscellaneous contingency	-	-	3,000	0%
Total field operations	<u>17,129</u>	<u>112,467</u>	<u>180,125</u>	62%
Total expenditures	<u>27,361</u>	<u>157,833</u>	<u>281,575</u>	56%
Excess/(deficiency) of revenues over/(under) expenditures	(27,361)	(3,736)	-	
Fund balances - beginning	115,188	91,563	5,857	
Fund balances - ending	<u>\$ 87,827</u>	<u>\$ 87,827</u>	<u>\$ 5,857</u>	

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020 BONDS
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 318,999	\$ 319,001	100%
Interest	2	7	-	N/A
Total revenues	<u>2</u>	<u>319,006</u>	<u>319,001</u>	100%
EXPENDITURES				
Debt service				
Interest	-	102,144	204,288	50%
Principal	-	-	105,000	0%
Total debt service	<u>-</u>	<u>102,144</u>	<u>309,288</u>	33%
Other fees & charges				
Property appraiser	-	-	175	0%
Tax collector	-	6,380	6,646	96%
Total other fees and charges	<u>-</u>	<u>6,380</u>	<u>6,821</u>	94%
Total expenditures	<u>-</u>	<u>108,524</u>	<u>316,109</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	2	210,482	2,892	
Net change in fund balances	2	210,482	2,892	
Fund balances - beginning	468,819	258,339	258,329	
Fund balances - ending	<u>\$ 468,821</u>	<u>\$ 468,821</u>	<u>\$ 261,221</u>	

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

10

DRAFT

**MINUTES OF MEETING
AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Avalon Park West Community Development District held a Regular Meeting on February 25, 2022 at 10:00 a.m., at the New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545.

Present were:

Christian Cotter	Chair
Mary Moulton	Vice Chair
Raymond Demby III	Assistant Secretary
Ross Halle	Assistant Secretary

Also present, were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates LLC (WHA)
Andrew Kantarzhi	Wrathell, Hunt and Associates LLC (WHA)
Jere Earlywine (via telephone)	District Counsel
Tonja Stewart (via telephone)	District Engineer
Barry Mazzoni	Operations Manager
Tirria Williams	Access Management
Patty Desthers	Access Management

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:01 a.m. Supervisors Cotter, Moulton, Demby and Halle were present, in person. Supervisor Defillo was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Update: Construction Activities Adjacent to
Amenity Center and Timing for Amenity
Center Closing and Reopening**

40 Mr. Cotter stated Forestar representatives were working with the geotechnical
41 personnel. Mr. Halle did not have any newer data; he stated that construction activities could
42 be completed within the next 60 days. There was a construction delay due to a dirt shortage.

43 Ms. Cerbone stated that the CDD is working with Access Management and taking
44 reservations ten days out for the Amenity Center, in case it is necessary to close the facility.
45 Staff would continue with this process, until a firm date is given, and would not schedule events
46 too far into the future.

47 • **Credit to New River CDD During Closure(s)**

48 Ms. Cerbone stated because the Amenity Center was closed for about a month, a
49 question arose regarding what type of credit would be available to the New River CDD
50 (NRCDD). The credit amount due is \$4,794. Mr. Cotter felt that, if the Amenity Center will be
51 closed for three to four months, residents should be able to receive half of the amount due
52 now. Ms. Cerbone would issue a credit memo and a payment after that.

53

54 **On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor,**
55 **issuing a credit to the New River CDD during closure, as discussed, was**
56 **approved.**

57

58

59 **FOURTH ORDER OF BUSINESS**

**Discussion: Cost Sharing with New River
CDD**

60

61

62 Ms. Cerbone recalled previous discussions about sharing costs with NRCDD, the existing
63 amenities in both CDDs and other opportunities to engage in reverse cost-sharing. Mr. Cotter
64 voiced his opposition to taking on additional costs from NRCDD and proposed getting the ponds
65 in front of the amenities so APWCDD can maintain them, along with the assignment of the plat,
66 and in exchange, APWCDD would give the NRCDD the right to use the APWCDD amenities free
67 of charge for three years, from October 2022 through September 2025.

68 Asked about the total costs for amenity maintenance, Ms. Cerbone stated the cost is
69 \$300,000 for NRCDD and \$180,000 for APWCDD and staff did not anticipate anything other
70 than cost of living expenses. Discussion ensued regarding the cost-sharing agreement, the HOA
71 agreement, repair costs, landscape and streetlight costs and every resident paying their

72 proportionate share of maintenance. Ms. Cerbone hoped to reach a conclusion on this issue at
73 the March meeting so that Staff can prepare draft budgets, Cost-sharing would be a carry-over
74 discussion item on the next agenda.

75 Ms. Cerbone recapped that, per the Board, at the end of the current Fiscal Year, for the
76 next three years, there would not be an interlocal agreement in place, requesting \$50,000 from
77 NRCDD. Mr. Earlywine stated he thought that Zac already gave the CDD notice of the
78 cancellation of the Interlocal Agreement; he would double check the time window.

79

80 **FIFTH ORDER OF BUSINESS**

**Update: Monuments and Future
Connection**

81

82

83 This item was deferred to the next meeting.

84

85 **SIXTH ORDER OF BUSINESS**

**Consideration of Stantec Consulting
Services Cost Proposal for Preparation of
Stormwater Management Needs Analysis**

86

87

88

89 Ms. Cerbone discussed the new requirement for CDDs to submit a Stormwater
90 Management Needs Analysis Report by June 30, 2022.

91 **▪ Discussion Resumed: Cost Sharing with New River**

92 Mr. Earlywine stated, upon review of the termination provision, it will be necessary to
93 provide a notice to terminate the agreement prior to March 1, 2022. He stated part of the issue
94 is that the agreement was not fully completed. He asked if the Board was amenable to issuing
95 a termination notice of the agreement today, for recording purposes; whatever process the
96 CDD ends up with, there would most likely be a modification of the new agreement, going
97 forward. Conceivably, the only reason to act on this issue is so that the other party can
98 withdraw its prior notice.

99 A Board Member noted that the plan is to have an agreement in 30 days and asked Mr.
100 Earlywine to contact the NRCDD attorney regarding the cost-share agreement and advise the
101 Board on how to proceed in the next 30 days.

102 Ms. Cerbone voiced her understanding that, since the Amenity Center is owned by
103 APWCDD, the Board would be terminating the contract and vice versa and asked about the

104 effect of NRCDD terminating the agreement. She asked about the worst-case scenario for
105 NRCDD residents if the Board takes no action. Mr. Earlywine stated the agreement is currently
106 written such that NR CDD residents would use the facility at no charge and, if it is taken away by
107 the APWCDD Board, NRCDD residents would have to pay the non-resident user rate to access
108 the facility. A Board Member stated right now there is no notice that the partially completed
109 agreement is terminated and, as of today, there is an assumption that NRCDD is going to pay
110 APWCDD \$50,000. A new agreement will have to be drafted but, as of now, the Interlocal
111 Agreement should be terminated and NRCDD must pay APWCDD \$50,000.

112 **Discussion Resumed: Consideration of Stantec Consulting Services Cost Proposal for**
113 **Preparation of Stormwater Management Needs Analysis**

114 Ms. Stewart presented the Stormwater Management Needs Analysis Report and
115 supporting informational documents. She stated that she previously completed three such
116 reports and most of them have been based on completely developed communities, unlike
117 APWCDD, which commenced construction in 2020 and is still being developed. She discussed
118 developing stormwater best management practices, stormwater quality improvement, littoral
119 shelf requirements, rainfall and erosion potential. She recommended budgeting \$5,000
120 annually for plant material and \$12,000 annually for general maintenance.

121 Mr. Earlywine stated that the Report was timely and thorough and, although the full
122 plan is incomplete because the infrastructure is not fully in place, he felt that Ms. Stewart's
123 Report is a great submittal to meet the June 30, 2022 deadline. Ms. Cerbone would forward
124 Report to the Board and Staff.

125 Regarding the cost proposal for preparation of the Report, Mr. Earlywine recommended
126 approval of a not-to-exceed amount of \$2,500, which he felt is very affordable.

127 Discussion ensued regarding the HOA budget, the District Engineer's budget for the
128 year, a separate proposal for the Engineer's Report for bond issuance, construction requisitions,
129 community mapping and pond maintenance. Ms. Cerbone recommended approving the
130 \$2,500 proposal as a safeguard.

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On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, the Stantec Consulting Services Cost Proposal for preparation of a Stormwater Needs Analysis, in a not-to-exceed amount of \$2,500, was approved.

Asked if she knew of Stocking Savvy Environmental Consulting, Ms. Stewart stated she was not. Mr. Halle stated it is an Orlando environmental company that is on the cutting edge of aquatic pond planting, emphasizing native plants and fish. He recommended engaging them to draft a report for the New River Pond. Mr. Halle would email the contact information to Ms. Stewart. Ms. Stewart would share Mr. Halle’s email with the Board.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-01, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District’s Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date

Ms. Cerbone presented Resolution 2022-01 and read the title.

On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, Resolution 2022-01, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District’s Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2022-02, Adopting Amended and Restated Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

171 Ms. Cerbone presented Resolution 2022-02.

172 Mr. Earlywine stated one statutory change worth noting was that the interest rate for
173 delinquent payments increased from 1% to 2%.

174

On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, Resolution 2022-02, Adopting Amended and Restated Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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NINTH ORDER OF BUSINESS

Consideration of Resolution 2022-03, Authorizing and Approving Change of Registered Agent and Registered Office of the District, and Providing for an Effective Date

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187 Ms. Cerbone presented Resolution 2022-03.

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On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, Resolution 2022-03, Authorizing and Approving Change of Registered Agent and Registered Office of the District, and Providing for an Effective Date, was adopted.

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TENTH ORDER OF BUSINESS

Consideration of Resolution 2022-04, Making Certain Findings; Waiving a Portion of Rule 1.3(1), Rules of Procedure; Providing for Reasonable Notice of Board Meetings; Providing a Severability Clause; and Providing an Effective Date

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202 Mr. Earlywine presented Resolution 2022-04. He stated this could be a cost-saving for
203 the CDD as it would waive the requirement for Staff to publish a notice for every normal
204 meeting, which were already announced in the annual meeting notice.

205

206

242 Discussion ensued regarding documenting acknowledgment of the electrical issues and
243 obtaining proposals from a third party to make the repairs.

244 **B. District Engineer: *Stantec Consulting Services***

245 There was nothing further to report.

246 **▪ District Manager: *Wrathell, Hunt and Associates, LLC***

247 **This item, previously Item 13D, was presented out of order**

248 Ms. Cerbone reported the following:

249 ➤ The next meeting would be held on March 25, 2022.

250 ➤ There would likely be three upcoming back-to-back CDD meetings, with Silverado CDD
251 first, followed by APWCDD and followed by Summerstone CDD.

252 Ms. Cerbone asked if it is okay to move the meeting location to Avalon Park. The
253 consensus was to hold the meetings at the current location. Ms. Cerbone would have the
254 meetings advertised for the NRCDD location. She would give an update after every meeting.

255 ➤ To avoid conflicts, Ms. Cerbone suggested holding the meeting on April 22, 2022.

256 **C. Operations Manager: *Access Management***

257 Discussion ensued regarding the spa electrical issue. In response to a question, it was
258 noted that the repairs would cost \$3,600. The Board directed the Operations Manager to
259 proceed with facilitating the repairs and splitting the costs between the vendor and APWCDD.

260

261 **On MOTION by Mr. Cotter and seconded by Mr. Halle, with all in favor,**
262 **authorizing Staff facilitate the spa electrical repairs, in the amount of \$3,600,**
263 **was approached.**

264

265

266 Discussion ensued regarding construction cleanup after events. Ms. Williams would
267 contact the Marketing Department.

268 **D. District Manager: *Wrathell, Hunt and Associates, LLC***

269 • **NEXT MEETING DATE: March 25, 2022, immediately following the adjournment**
270 **of the Silverado CDD meeting, scheduled to commence at 10:00 A.M. [Avalon**
271 **Park West Amenity Center]**

272 ○ **QUORUM CHECK**

273 This item was presented following Item 13B.

274

275 **FOURTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

276

277 Ms. Moulton asked about necessary amendments to the budget and asked Staff to
278 review the budgets, focusing on actual costs, and report their findings regarding the increases
279 to the CDD budget and the HOA budget.

280

281 **FIFTEENTH ORDER OF BUSINESS** **Public Comments**

282

283 There were no public comments.

284

285 **SIXTEENTH ORDER OF BUSINESS** **Adjournment**

286

287 There being nothing further to discuss, the meeting adjourned.

288

289 **On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, the**
290 **meeting adjourned at 11:16 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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301 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

11D

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2021 <i>rescheduled to October 29, 2021</i>	Regular Meeting	10:00 AM*
October 29, 2021	Regular Meeting	10:00 AM*
November 19, 2021*	Regular Meeting	10:00 AM*
December 17, 2021* CANCELED	Regular Meeting	10:00 AM*
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
January 28, 2022 CANCELED	Regular Meeting	10:00 AM*
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
February 25 2022	Regular Meeting	10:00 AM*
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
March 25, 2022	Regular Meeting	10:00 AM*
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
April 22, 2022	Regular Meeting	10:00 AM*
May 27, 2022	Regular Meeting	10:00 AM*
June 24, 2022	Regular Meeting	10:00 AM*
July 22, 2022	Regular Meeting	10:00 AM*
August 26 2022	Public Hearing & Regular Meeting	10:00 AM*
September 23, 2022	Regular Meeting	10:00 AM*
<i>*Meetings will commence at 10:00 AM, or immediately following the adjournment of the Silverado CDD Meetings, scheduled to commence at 10:00 AM</i>		
CALL-IN NUMBER: 1-888-354-0094	PARTICIPANT PASSCODE: 801 901 3513	

Exception:

**meeting date is one week early to accommodate holiday*