

**AVALON PARK WEST
COMMUNITY DEVELOPMENT
DISTRICT**

January 26, 2024

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

January 19, 2024

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 January 26, 2024 at 10:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Declination of Seat from Steven Hart [Seat 2]
4. Consider Appointment to Fill Unexpired Term of Seat 2; *Term Expires November 2024*
 - Administration of Oath of Office to Newly Appointed Supervisor
5. Consider Appointment to Fill Unexpired Term of Seat 4; *Term Expires November 2026*
 - Administration of Oath of Office to Newly Appointed Supervisor
6. Consideration of Resolution 2024-04, Appointing and Removing Officers of the District and Providing for an Effective Date
7. Consideration of Resolution 2024-05, Implementing Section 190.006(3), Florida Statutes, and Requesting that Pasco County Supervisor of Elections Begin Conducting the District's General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
8. Consideration of Resolution 2024-06, Designating a Date, Time and Location for a Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date
9. Consideration of Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement

10. Ratification of Amenities Usage Agreement (Multifamily Owner)
11. Consideration of Resolution 2024-07, Setting a Public Hearing to Adopt the Amended and Restated Recreational Facilities Rules; and Providing for Severability and an Effective Date
 - Presentation of Amended and Restated Recreational Facilities Rules
12. Consideration of Resolution 2024-08, Ratifying, Confirming, and Approving the Sale of the Avalon Park West Community Development District Special Assessment Revenue Bonds, Series 2023 (2023 Project Area); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date
13. Consideration of Easement for Maintenance of Retaining Wall
14. Acceptance of Unaudited Financial Statements as of December 31, 2023
15. Approval of November 17, 2023 Special Meeting Minutes
16. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - Required Ethics Training
 - B. District Engineer: *Stantec Consulting Services*
 - C. Operations Manager: *Access Management*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: February 23, 2024 at 10:00 AM

○ QUORUM CHECK

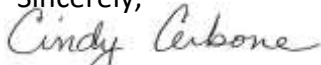
SEAT 1	ANDRE CARMACK	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2		<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	MARY MOULTON	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4		<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	CHRISTIAN COTTER	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

17. Board Members' Comments/Requests
18. Public Comments

19. 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 Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 131 733 0895

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

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From: [Steven Hart](#)
To: cerbonec@whhassociates.com; [Daphne Gillyard](#)
Cc: [Mary Moulton](#)
Subject: FW: Avalon Park West CDD Board
Date: Monday, January 22, 2024 1:25:35 PM

You don't often get email from stevenhart@forestar.com. [Learn why this is important](#)

I decline the CDD board seat for Avalon Park West. Thank you.

From: Mary Moulton <MaryMoulton@forestar.com>
Sent: Monday, January 22, 2024 11:38 AM
To: Steven Hart <StevenHart@forestar.com>
Subject: Avalon Park West CDD Board

Steve,

Please send a decline of CDD board seat for Avalon Park West today to Cindy Cerbone cerbonec@whhassociates.com and Daphne Gillyard gillyardd@whhassociates.com

John Garrity has a new employee, Josh Temper, that can take this seat following your decline.



Mary E. Moulton
HOA Manager – Florida Region
4042 Park Oaks Blvd., Suite 200
Tampa, FL 33610
O: 813-517-0175
C: 813-777-2320
Forestar.com

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-04

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

WHEREAS, the Avalon Park West Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District's Board of Supervisors desires to appoint and remove Officers of the District.

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

SECTION 1. The following is/are appointed as Officer(s) of the District effective January 26, 2024:

- _____ is appointed Chair
- _____ is appointed Vice Chair
- _____ is appointed Assistant Secretary
- _____ is appointed Assistant Secretary
- _____ is appointed Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of January 26, 2024:

- | | |
|-------------|---------------------|
| Steven Hart | Assistant Secretary |
| _____ | _____ |
| _____ | _____ |

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Jamie Sanchez is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 26TH DAY OF JANUARY, 2024.

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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RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE PASCO COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FOR THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND 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 Avalon Park West Community Development District ("Board") seeks to implement section 190.006(3), Florida Statutes, and to instruct the Pasco County Supervisor of Elections ("Supervisor") to conduct the District's General Elections ("General Election").

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

1. **GENERAL ELECTION SEATS.** Seat 2, currently vacant, and Seat 5, currently held by Christian Cotter, are scheduled for the General Election in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Pasco County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District’s General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District’s Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 26TH DAY OF JANUARY, 2024.

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

CHAIR/VICE CHAIR, BOARD OF SUPERVISORS

ATTEST:

SECRETARY/ASSISTANT SECRETARY

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE
AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Avalon Park West Community Development District will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Pasco County Supervisor of Elections located at the East Pasco Government Center, 14236 6th Street, Room 200, Dade City, Florida 33523-3411 (352) 521-4302. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Pasco County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Avalon Park West Community Development District has two (2) seats up for election, specifically seats 2 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, in the manner prescribed by law for general elections.

For additional information, please contact the Pasco County Supervisor of Elections.

District Manager
Avalon Park West Community Development District

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Avalon Park West Community Development District (the “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 District’s Board of Supervisors (the “Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, the effective date of Ordinance No. 18-23 creating the District (the “Ordinance”) is June 25, 2018; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board of Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), Florida Statutes.

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

SECTION 1. The Board is currently made up of the following individuals.

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Andre Carmack	November 2026
2	Vacant	November 2024
3	Mary Moulton	November 2024
4	Vacant	November 2026
5	Christian Cotter	November 2024

This year, Seat 3, currently held by Mary Moulton, is subject to election by landowners in November 2024. The candidate receiving the highest number of votes shall be elected for a term of four (4) years. The term of office for each successful candidate shall commence upon election.

SECTION 2. In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect one (1) supervisor of the District, shall be held on the ___ day of November 2024, at 10:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.

SECTION 3. The District's Secretary is hereby directed to publish notice of this landowners meeting and election in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 4. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced by the Board at its January 26, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented in at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the at the office of the District Manager, Wrathell, Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by emailing cerbonec@whhassociates.com or calling (561) 571-0010.

SECTION 5. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution or any part thereof.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 26th day of January, 2024.

ATTEST:

**AVALON PARK WEST COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Avalon Park West Community Development District (the "District") in Pasco County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November __, 2024
TIME: 10:00 a.m.
PLACE: Avalon Park West Amenity Center
5060 River Glen Boulevard
Wesley Chapel, Florida 33545

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by emailing gillyardd@whhassociates.com or calling (561) 571-0010. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November __, 2024**

TIME: **10:00 a.m.**

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

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, one (1) seat on the Board will be up for election by landowners. The candidate receiving the highest number of votes shall be elected for a term of four (4) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER __, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Avalon Park West Community Development District to be held at 10:00 a.m. on November __, 2024, at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
---------------------------	----------------	-------------------------

_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER ____, 2024**

For Election (1 Supervisor): The candidate receiving the highest number of votes will receive a four (4)-year term with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Avalon Park West Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
3		

Date: _____

Signed: _____

Printed Name: _____

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

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EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Avalon Park West Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Avalon Park West Community Development District

Disclosure Technology Services, LLC

By: _____

By: 

Print: _____

Print: Michael Klurman

Title: _____

Title: Vice President

Date: _____

Date: 01-02-2024

Exhibit A – Fee Schedule

Annual License Fee:

1. \$1000 per annum for all bond issuances to be issued by the District.

Exhibit B – CDD Addendum

The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):

PUBLIC RECORDS. DTS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, DTS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. DTS acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, DTS shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which 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 the contract term if DTS does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in DTS's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by DTS, DTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Craig Wrathell, Wrathell, Hunt & Associates, 2300 Glades Road, 33431

LIMITATIONS ON LIABILITY. Nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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 statute or 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 under the Doctrine of Sovereign Immunity or by operation of law.

SCRUTINIZED COMPANIES. DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

E-VERIFY. DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

10

AMENITIES USAGE AGREEMENT

This Amenities Usage Agreement (“**Agreement**”) is made and entered into by and between:

Avalon Park West Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**CDD**”); and

APW Downtown II, LLC, a Florida limited liability company, and whose mailing address is 3801 Avalon Park East Blvd., Suite 400, Orlando, Florida 32828 (“**Apartment Owner**”).

RECITALS

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

WHEREAS, the CDD owns certain amenity facilities (“**Amenities**”) serving the community of Avalon Park West, and has a rule establishing a Non-Resident Annual User Fee for non-residents of the District to use the Amenities; and

WHEREAS, the Apartment Owner owns and operates an apartment building nearby the District, and has offered as a variance from the rule to pay a bulk rate of \$75 per unit per month for residents (“**Apartment Residents**”) of the apartment building to use the Amenities; and

WHEREAS, in consideration for the bulk rate payment by the Apartment Owner to the District, the District is agreeable to providing the Apartment Residents the right to use the Amenities, on the terms set forth herein;

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

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

2. AMENITY USAGE. The District agrees that, for the term of this Agreement, the Apartment Residents may use the Amenities subject to the District’s rules and policies, but without paying a non-resident user fee. In consideration for the District providing the Apartment Residents with use of the Amenities, the Apartment Owner agrees to pay to the District the amount of \$75 per month, per leased unit (together, “**Monthly Fees**”). Payment of Monthly Fees shall be due by the 10th day of each month. The Apartment Owner shall provide a list of all leased units together with each payment, and such other information as the District may reasonably request to verify the number of leased units.

3. TERM. This Agreement shall be effective upon execution of this Agreement and continue in full force and effect through September 30, 2025, unless terminated pursuant to its terms.

4. TERMINATION. Either party shall have the right to terminate this Agreement, with any or no reason, upon 30 days prior written notice.

5. DEFAULT. A default by either party under this Agreement shall entitle the other only to injunctive relief, and the recovery of unpaid Monthly Fees. The parties agree to waive any claims for any other damages, including but not limited to consequential damages, of any kind.

6. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

7. 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 both parties hereto.

8. NOTICES. All notices, requests, consents, and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed 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 District and counsel for Apartment Owner may deliver Notice on behalf of the District and Apartment Owner. 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.

9. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Apartment Owner 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 District and Apartment Owner 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 District and Apartment Owner and their respective representatives, successors, and assigns.

10. ASSIGNMENT. Neither the District nor Apartment Owner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

11. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

12. PUBLIC RECORDS. Apartment Owner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Apartment Owner agrees to comply with all applicable provisions of Florida law in handling such records,

including but not limited to section 119.0701, *Florida Statutes*. Apartment Owner acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Apartment Owner shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which 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 the contract term if Apartment Owner does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Apartment Owner's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Apartment Owner, Apartment Owner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE APARTMENT OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE APARTMENT OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; 561-571-0010 (PHONE); CERBONEC@WHHASSOCIATES.COM (EMAIL).

13. 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.

14. HEADINGS. 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. NEGOTIATIONS AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

16. LIMITATIONS ON LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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 statute or 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 under the Doctrine of Sovereign Immunity or by operation of law.

17. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

18. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

19. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the date first written above.

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
Christian Cotter
By: _____
Print: CHRISTIAN COTTER
Its: Chairman

APW DOWNTOWN II, LLC

Marybel Defillo
By: _____
Print: _____
Its: Marybel Defillo - Vice-President

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

11

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO ADOPT THE AMENDED AND RESTATED RECREATIONAL FACILITIES RULES; AND PROVIDING FOR SEVERABILITY AND 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 in the Pasco County, Florida;

WHEREAS, the District owns and maintains certain recreational facilities that are located within the boundaries of the District (“**District Property**”);

WHEREAS, the Board of Supervisors of the District (“**Board**”) is authorized by Sections 190.011(15) and 190.012(3), Florida Statutes, to amend and restate the District’s policies related to the use of the Recreational Facilities; and

WHEREAS, the Board has determined that it is in the best interest of the district to adopt the amended and restated Recreational Facilities Rules;

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

SECTION 1. A Public Hearing will be held to consider the proposed Amended and Restated Recreational Facilities Rules, a copy of which is attached hereto as **Exhibit A**. The Public Hearing will be held at the following date, time and location:

Date: _____, 2024
Time: 10:00 a.m.
Location: Avalon Park West Amenity Center
5060 River Glen Boulevard
Wesley Chapel, Florida 33545

SECTION 2. The District Secretary is directed to publish notice of rule development and rulemaking regarding the public hearing in accordance with the Act and Section 120.54, Florida Statutes.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 26th day of January, 2024.

ATTEST:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Amended Amenity Rules

Exhibit A:
Amended Amenity Rules

Avalon Park West Community Development District

Recreational Facilities Policies

Adopted _____, 2024

Definitions

“Board” shall mean the District’s Board of Supervisors.

“Amenity Manager” – shall mean the person or firm so designated by the Board to manage the Recreational Facilities.

“Amenity Staff” – shall mean the Amenity Manager, including their employees, or such other individuals so designated by the Board to operate the Recreational Facilities.

“District” shall mean the Avalon Park West Community Development District.

“District Manager” shall mean the professional management company with which the District has contracted to provide management services to the District.

“District’s website” – shall mean <http://avalonparkwestcdd.org>

“Guest” shall mean any individual who is invited by a Patron and must be accompanied to use the Recreational Facilities by a Patron.

“New River CDD” shall mean the New River Community Development District.

“Non-Resident Annual User Fee” shall mean the fee established by the Board for any person that wishes to become a Non-Resident Member. The amount of the user fee is set forth herein, and that amount is subject to change based on Board action at a noticed public hearing.

“Non-Resident Member” shall mean any individual not owning property in the District who has paid the Non-Resident Annual User Fee to the District for use of the Recreational Facilities.

“Patron” shall mean Residents, Non-Resident Members, and Tenants, including and members of the households of any of the foregoing.

“Recreational Facilities” shall mean the properties and areas owned by the District intended for recreational use, including but limited to, the clubhouse, pool, splash area, playground area, and adjacent parking lot together with their appurtenant facilities and areas.

“Renter” shall mean any person who rents certain portions or spaces of the Recreational Facilities for specified events pursuant to the approval of the District staff.

“Resident” shall mean any person, spouse or registered domestic partner of a person or family owning property within the District or the New River CDD.

“Tenant” shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

Enforcement of Policies

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenity Operating Rules.
2. **General Rule.** All persons using the Recreational Facilities and entering District properties are responsible for compliance with, and shall comply with, the Recreational Facilities Rules established for the safe operations of the District's Recreational Facilities.
3. **Suspension of Rights.** The District, through its Board, District Manager, and Amenity Manager, shall have the right to restrict, suspend, or terminate the Recreational Facilities privileges of any person to use the Recreational Facilities for any of the following behavior:
 - a. Submits false information on any application for use of the Recreational Facilities;
 - b. Exhibits unsatisfactory behavior, deportment or appearance;
 - c. Fails to pay amounts owed to the District in a proper and timely manner;
 - d. Fails to abide by any District rules and policies;
 - e. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
 - f. Damages or destroys District property; or
 - g. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.
4. **Authority of Amenity Manager.** The Amenity Manager, in consultation with the District Manager, may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Recreational Facilities for a period to be established by the Amenity Manager. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.
5. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.
6. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.
7. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Use of Recreational Facilities at Your Own Risk

Patrons and their Guests are welcome to enjoy the Recreational Facilities at their own risk and pursuant to the District's rules and policies. The District does not provide on-site staff dedicated for the purpose of monitoring the use of the Recreational Facilities or safety of the Patrons, Renters, or their Guests. The District will not accept responsibility for any injuries from the use of the Recreational Facilities or damage or theft of personal property.

Persons interested in using the Recreational Facilities are encouraged to consult with a physician prior to commencing a physical fitness program.

Access Cards

1. The District operates an access system for entry into certain Recreational Facilities equipped with access systems to ensure that only Patrons and their Guests enjoy such facilities.
2. The current Residents of a home in the District will be issued 2 initial Access Cards at no charge. If the current owners sell their property, then they may transfer their Access Cards to the purchaser of their home. If no transfer is made, then the new owners may purchase an Access Card from the District for a non-refundable fee of \$25.00 per card.
3. Tenants who have proof of a valid rental agreement will be issued Access Cards after they pay the District a non-refundable fee of \$25.00 per Access Card.
4. There is a \$25.00 non-refundable fee to replace a lost Access Card or to purchase an additional Access Card. No more than 4 Access Cards (issued to those 16 years or older) may be held by any household at any time.
5. Under no circumstance should a Patron provide their Access Cards to another person to allow them to utilize the Recreational Facilities. To obtain an Access Card, proof of residence (Driver's License, State ID, utility bill or a vehicle registration) is required.
6. The current owners of a home in the New River CDD will be able to use their access cards for the Recreational Facilities equipped with access systems.

General Policies

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these policies at a duly-noticed Board meeting and will notify the Patrons of any changes by posting such changes on the District's website. However, in order to change or modify rates or fees beyond any increases that may be specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing.
2. Each Patron household may bring no more than 7 persons as Guests to the Recreational Facilities at one time. This section does not apply to any Renters, if space has been rented then the number of Patron's attendees shall be limited applicable policies or by the capacity of such space.
3. All Patrons and their Guests shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Recreational Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
4. All Patrons and their Guests using the Recreational Facilities are expected to conduct themselves in a responsible, courteous, respectful, and safe manner, in compliance with all District policies, and rules governing the Recreational Facilities. Violation of the District's Policies and/or misuse or destruction of Recreational Facilities equipment may result in the suspension or termination of privileges with respect to the offending Patron in accordance with the policies set forth herein.
5. Upon the District's insurance carrier's recommendation to ensure that the District mitigates children's exposure to injury, children under 16 years of age must be accompanied by a parent or adult Patron, 18 years of age or older. This policy is meant to follow the sound public policy and determination of appropriate age for minors to assume responsibility for their actions in accordance with the State of Florida's requirements for obtaining a Florida's driver license.
6. Patrons, Renters, or their Guests shall not bring, serve, or consume alcoholic beverages at the Recreational Facilities without the express written permission of the District as authorized by the Board.
7. The Recreational Facilities is available for use by Patrons and their Guests during normal operating hours to be established and posted by the District.
8. Patrons are responsible for any damage, contamination, pollution, or other such action they or their Guests cause to District property and will be responsible for the costs associated with repairing, treating, remediating, or fixing such District property.
9. Patrons are responsible for any and all actions taken by any of their Guests. Violation by a Guest of any of these policies as set forth by the District could result in loss of the privileges and/or membership of that Patron.
10. All Patrons and their Guests may be required to present a valid government issued identification card in order to gain access to the Recreational Facilities.
11. No Patron or Guest wearing a wet bathing suit will be allowed to sit on the indoor clubhouse furniture.

12. Vehicles must be parked in designated areas. Vehicles must not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situations. The District Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event. Overnight parking for vehicles of any kind in the parking lot will be only be allowed with permission from the District Manager.
13. Except for designated parking areas, Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Recreational Facilities.
14. Fireworks of any kind are not permitted anywhere at or in the Recreational Facilities or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
15. Only District contractors, vendors, or authorized personnel are allowed in the service areas of the Recreational Facilities.
16. Except for District contractors, vendors, or authorized personnel, no watercrafts of any kind are allowed in any District stormwater ponds.
17. No fishing or swimming is permitted in any District stormwater ponds.
18. Audio or Video playing devices must be kept at reasonable volumes.
19. No signage or advertisements shall be posted or circulated within the Recreational Facilities property or other District property.
20. The Recreational Facilities shall not be used for commercial purposes without written permission from the District Manager or Amenity Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
21. The District Manager or Amenity Manager have the right to authorize all programs and activities, including the number of participants, usage of equipment and supplies etc., at the Recreational Facilities, except user and rental fees that have been established by the Board. The District Manager or Amenity Manager also have the right to authorize management sponsored events and programs to better serve the Patrons, and to reserve any Recreational Facilities for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees, the District Manager will coordinate the compensation from such programs or events to the District accordingly.
22. For any emergencies, please call 911. Afterwards please report all emergencies and injuries to the Amenity Manager as well as the District Manager via the contact information on the District's website.
23. All malfunctioning or broken equipment should immediately be reported to the District Manager via the contact information on the District's website.

Pets and Service Animals Policies

Dogs or other pets (with the exception of Service Animals- defined below) are not permitted on or within the Recreational Facilities. A **“Service Animal”** includes dogs or other pets trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

1. The Service Animal is out of control and its handler fails to take effective measures to control it
2. The Service Animal is not housebroken; or
3. The Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Where dogs or other pets are permitted on the grounds, they must be leashed. Owners of any pets are responsible for picking up after their pets as a courtesy to residents.

Pool and Splash Area Policies

1. There is no lifeguard on duty.
2. Swimming is permitted only during posted swimming hours.
3. No one should use the pool or splash area during inclement weather (especially when lightning is present).
4. Proper swimwear is required. Loose clothing, especially with strings, is prohibited.
5. Children under 3 years of age and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.
6. The changing of diapers or clothes should only be done in the restrooms.
7. No glass containers are permitted in the fenced pool or splash area.
8. No Food or Beverages are permitted in the pool, splash area, or on the wet deck.
9. Patrons and their Guests should shower before entering the pool or splash area.
10. Pool Furniture should not be removed from the fenced pool or splash area or placed in the pool or splash area.
11. No profanity, harassment, diving, running, rough housing, chicken fighting, or horseplay is permitted.
12. No skates, skateboards, scooters, or bicycles are permitted within the fenced pool or splash area.

Playground Area Policies

1. Proper footwear and clothing is required. Loose clothing, especially with strings, is prohibited.
2. Mulch must not be picked up, thrown, or kicked for any reason.
3. No food, drinks or gum are permitted at the playground.
4. No glass containers are permitted at the playground.
5. No jumping off from any climbing bar or platform.
6. Profanity, rough-housing, and disruptive behavior are prohibited.

Designation of Tenant to Use Resident's Membership Privileges

1. Residents who rent or lease out their home shall have the right to designate the Tenant of their home as the beneficial users of the Resident's membership privileges for purposes of Recreational Facilities use.
2. A Tenant who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Recreational Facilities as a Resident. If the Resident does not designate the Tenant as a beneficial user of the Resident's membership privileges, the Tenant will be required to pay the Non-Resident Annual User Fee to acquire a membership, unless that Tenant is a Guest.
3. During the period when a Tenant is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Recreational Facilities with respect to that membership.

Non-Resident Annual User Fee

1. The residents of the District pay both debt assessments and annual operation and maintenance assessments in exchange for the benefits provided by the District's infrastructure and services, including but not limited to the Recreational Facilities. To be fair and equitable to the residents of the District, any person who wish to enjoy the Recreational Facilities will be required to pay a fair and reasonable user fee that covers a proportional share of the District's infrastructure expenses and operation and maintenance expenses of the Recreational Facilities and the requisite supporting infrastructure. The Board may elect to cap the number of Non-Resident Members to account for size and capacity limitations of the Recreational Facilities.
2. Anyone who desires to become a Non-Resident Member may purchase an annual membership for use of the Recreational Facilities on a year-to-year basis. The Non-Resident Annual User Fee is \$1,200 per household, payable in advance. The rate for an individual is the same as for a family. Upon purchase of the membership, the Non-Resident Member is entitled to 2 Key Cards for a family unit. Membership becomes effective upon the date full payment of the Non-Resident Annual User Fee and the Non-Resident Member Application are received by the District. The Non-Resident Annual User Fee rate is subject to change from year to year based upon the costs of operation of the Recreational Facilities.
3. Notwithstanding Section 2, and as a variance to the foregoing provision, the District shall have the authority in the Board's discretion to use a discounted rate of \$75 per month per household, with a third party landowner, where the landowner offers a bulk agreement for use of the Recreational Facilities by multiple households.

Rental Policies

The meeting room portion of the clubhouse may be rented for private events. The meeting room may be rented during non-regular hours. Rentals may be made by both Patrons and non-Patrons subject to the rates table below. Rentals may not be made by Patrons more than 4 months prior to the event. Rentals made by non-Patrons may be made no more than 3 months in advance of the event. Renters interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note that the meeting room may be unavailable for private events on the following holidays and on surrounding dates:

Easter Sunday	Memorial Day Weekend	4 th of July
Labor Day Weekend	Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve	

The District retains the right to reserve the Recreational Facilities and additional facilities for District use at any time. Since the revocation of access privileges impacts Patrons more than non-Patrons and since the District may have alternatives to enforce violations of the District's rules and policies against Patrons, the fees associated with renting the space are higher for non-Patrons. These fees are solely intended to ensure that the District is reasonably compensated for renting the space and also are in place to ensure the District can recoup some costs in the event there is damage to the space.

- 1. Maximum Rental Duration.** Rentals may be made for up to 5 total hours (including set-up and post-event cleanup)
- 2. Rental Fees:** A non-refundable room rental fee will be charged according to the schedule below:

Patron Rates	\$0
non-Patron Rates	\$250.00 for up to 25 attendees \$450.00 for 26 attendees or more, up to the maximum designated occupancy

- 3. Deposit.** A refundable deposit of \$250.00 is required for any rental.
- 4. Rental Process.** Renters interested in renting a room must submit to the Amenity Manager, no later than 14 days prior to the event, a completed Meeting Room Rental Application indicating the date of the event, the hours when the event will be held, a description of the event, the number of attendees that will be attending, and whether alcohol and/or food will be served. The Amenity Manager will determine if a Special Event Agreement (including evaluating if security services are needed to ensure public safety and any applicable costs will be the responsibility of the Renter along with naming the District as an additional insured) will need to be executed prior to use of the meeting room. Where determined by the Amenity Manager to be required, a properly executed Special Event Agreement, along with all documentation required therein, must be received by the Amenity Manager no less than 10 days prior to the date of the event. The Amenity Manager will review the Meeting Room Rental Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the Board for consideration.
- 5. Payment to the District upon Approval.** Upon approval and no later than 10 days from the rental date Renters should submit a check or money order (no cash) to the Amenity Manager made payable to the Avalon Park West Community Development District for the rental fee (if applicable) and for

the deposit (should be separate checks or money orders). Failure to submit the applicable payments in time may result in the room not being reserved. Checks will be cashed by the District prior to the event.

6. **Cancellations:** The Renter must provide written notice of cancellation to the Amenity Manager at least 10 days prior to the event. If the rental is cancelled less than 10 days prior to the event, 50% of the deposit will be retained as a cancellation fee and the remainder deposit will be returned to the Renter. Rental Fees are not subject to a refund.
7. **Refund of Deposit.** The District will issue a refund for the amount of the deposit following the event provided the Amenity Manager determines that there has been no damage to the Recreational Facilities and the premises has been properly cleaned after use. If the premises is not properly cleaned, the deposit will be kept for this purpose. To receive a full refund of the deposit, the following must be completed:
 - a. Ensure that all garbage is removed and placed in the outside receptacles.
 - b. Remove all displays, favors or remnants of the event.
 - c. Restore the furniture and other items to their original position.
 - d. Wipe off counters, table tops and sink area.
 - e. Replace garbage liner.
 - f. Clean out and wipe down the refrigerator, and all cabinets and appliances used. Clean any windows and doors in the rented room. Floor should be swept clean.
 - g. Ensure that no damage has occurred to the Recreational Facilities and its property.

If additional cleaning is required, the Renter will be liable for any expenses incurred by the District to hire an outside cleaning contractor. Additional cleaning costs shall first be subtracted from the amount of deposit. If the deposit is insufficient to cover all such cleaning costs, the Amenity Manager shall bill the Renter for the remaining balance. The Amenity Manager shall determine the amount of deposit to return, if any.

8. Additional Policies:

- a. Renters renting the facilities are responsible for ensuring that their attendees adhere to the policies set forth herein.
- b. Please note all policies remain in force for these special circumstances and the District has final say in these matters.
- c. The volume of live or recorded music must not violate applicable Pasco County noise ordinances.
- d. Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the District feels should require additional liability coverage on a case by case basis to be reviewed by the District Manager or Board. The District is to be named on these policies as an additional insured party.
- e. Unless the Renter renting the facilities is a Patron, they shall not use any other portion of the Recreational Facilities

Avalon Park West Community Development District

Disciplinary and Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)

Effective Date: _____, 2024

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Avalon Park West Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's *Recreational Facilities Policies*.

2. **General Rule.** All persons using the Recreational Facilities and entering District properties are responsible for compliance with, and shall comply with, the *Recreational Facilities Policies* established for the safe operations of the Recreational Facilities.

3. **Violations.** The privileges of a Patron to use the Recreational Facilities may be suspended or terminated if the Patron engages in any of the following behavior:

- a. Submits false information on any application for use of the Recreational Facilities.
- b. Permits the unauthorized use of an Access Card.
- c. Exhibits unsatisfactory behavior or appearance.
- d. Fails to pay fees or assessments owed to the District in a proper and timely manner.
- e. Fails to abide by any policies or rules established for the use of the Recreational Facilities.
- f. Treats the District's supervisors, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner.
- g. Damages or destroys District property.
- h. Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.

4. **Documentation of Violations.** The Amenity Staff or District Manager shall record all violations, including repeat violations, on written incident reports and shall include the date, time, name of the parties involved, and nature of the violation. The Amenity Staff shall file such report with the District Manager within 24 hours of the incident. The District Manager shall maintain all records in accordance with public record laws.

5. **Suspension by the Amenity Manager or District Manager**

- a. The Amenity Manager or District Manager may at any time suspend a Patron's privileges to use the Recreational Facilities for committing any of the violations outlined above.
- b. The Amenity Manager or District Manager shall ask the Patron to leave the Recreational Facilities immediately and shall call local law enforcement for assistance if the Patron fails to comply with the request.
- c. Such suspension shall be for a maximum period of 30 consecutive days.
- d. In determining the length of any suspension, the Amenity Manager or District Manager, shall take into account the nature of the conduct and any prior violations.

6. Appeal of Suspension

- a. A Patron subject to a suspension may appeal the suspension to the District's Board by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson with a copy to the District Manager.
- b. The filing of a request for an appeal shall not result in the stay of the suspension.
- c. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered.
- d. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose.
- e. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations.
- f. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

7. Longer Suspension or Termination of Privileges by the Board.

- a. The Amenity Manager or District Manager may recommend to the Board, or the Board on its own initiative may elect to consider, a longer suspension or termination of a Patron's privileges for committing any of the violations.
- b. At least 15 days prior to any Board meeting where a longer suspension or termination is to be considered, the District shall send written notice of the meeting by United States mail to the Patron's last known address.
- c. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose.
- d. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations, including imposing a longer suspension or permanent termination of a Patron's privileges to use the Recreation Facilities.
- e. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

8. **Enforcement of Penalties/Fines.** For any of the violations set forth in this rule, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

9. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in this rule, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

10. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

2300 Glades Road, Suite 410W Boca Raton, Florida 33431 | <https://www.avalonparkwestcdd.org/>

RESIDENT – CLUBHOUSE RENTAL FORM

Today's Date: ___/___/___

Event Date: ___/___/___

Rental Hours Available (8 am to 9 PM)

Cost: \$100 for Rental by Residents – Full Day / Deposit - \$250

TYPE OF EVENT: _____

MAXIMUM NUMBER OF PEOPLE ATTENDING: _____

RESIDENT NAME: _____

RESIDENT ADDRESS: _____

RESIDENT PHONE NUMBER: _____ RESIDENT EMAIL: _____

*****RESPONSIBILITY FOR THE RENTAL AND ALL DAMAGES ARE THE LIABILITY OF THE RESIDENT*****

THE RENTAL FEE AND DEPOSIT MUST BE RECEIVED WITHIN FIVE (5) DAYS OF SETTING OF RESERVATION AND NO RESERVATION WILL NOT BE ACCEPTED WITHIN TWO WEEKS OF PROPOSED RESERVATION DATE. PAYMENTS THAT ARE NOT RECEIVED WITHIN FIVE DAYS WILL LEAD TO CANCELLATION OF RESERVATION.

CHECKS / MONEY ORDERS MUST BE WRITTEN TO: AVALON PARK WEST CDD

DEPOSIT: CHECK # _____ AMOUNT: _____ EMPLOYEE: _____

RENTAL: CHECK # _____ AMOUNT: _____ EMPLOYEE: _____

DRIVER'S LICENSE NUMBER: _____ STATE: _____

*****ALL NSF & CHECKS RETURNED FOR ANY REASON WILL RESULT IN ADDITIONAL FEE OF \$30.00 PER RETURNED CHECK*****

FOR OFFICE USE ONLY:

WERE THERE DAMAGES / RENTAL ISSUES?: YES: _____ NO: _____

IF YES, DESCRIBE ISSUES:

IF NO, DATE DEPOSIT CHECK REFUND REQUESTED: ___/___/___

REQUEST BY: _____

**PAYMENTS MAY BE MAILED OR HAND DELIVERED TO:
ACCESS MANAGEMENT - 5322 Primrose Lake Circle, Suite C Tampa FL 33647**

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

2300 Glades Road, Suite 410W Boca Raton, Florida 33431 | <https://www.avalonparkwestcdd.org/>

CLUBHOUSE RENTAL POLICY & RULES

(YOU MUST BE A RESIDENT OF NEW RIVER CDD OR APW CDD TO RENT THE CLUBHOUSE OR SATISFY THE NON-RESIDENT REQUIREMENT)

The rental fee and deposit must be received within five (5) days of setting of reservation and no reservation will be accepted within two weeks of proposed reservation date. All rentals and deposit checks will be deposited when booking the event. After your event, the clubhouse will be inspected for cleanliness. If the inspection is approved, you will be mailed your deposit refund as soon as possible after the event. Final approval is given at the sole discretion of the District Manager. If the clubhouse fails inspection after your event, you will receive the balance of your deposit minus the cleaning fee of \$25 per hour and charges for any damages or time overedge. It is your responsibility to call or email and get the code to the lock box 24 hours in advance of the reservation. Failure to do so means forfeiting your reservation.

- 1) Residents reserving clubhouse will be responsible for their own cleaning supplies and trash bags. All trash must be placed in trash cans located outside the trash area across from the clubhouse after the event.
- 2) Keys may be picked up no earlier than one hour prior to the event during normal business hours unless special arrangements are made with the district field manager. Keys not returned immediately following event will result in a charge of \$40 against the deposit for replacement.
- 3) The facility shall not be rented beyond the rental period, all overages on time will be billed at \$25 per quarter hour.
- 4) Absolutely no decorations on walls, window dressing, fans or ceilings (no staples, no nails, no tape, no tax and no screws). Stand up decorations and table decorations are permitted. Balloons are only allowed inside the clubhouse.
- 5) Renter must assign a person to let party guests into the clubhouse and open doors for guests use of the restrooms. Restroom doors, main gate and pool gate are not to be propped open.
- 6) No bathing suits permitted in clubhouse, shoes and shirts are required.
- 7) No grills or cooking permitted in or outside the facility. This is by order of the fire Marshall.
- 8) Rental fees are \$100 for a full day. With \$250 deposit for residents. Rental fees for nonresidents are as posted on nonresident forms. The deposit is required to be submitted to ensure the clubhouse is clean, undamaged, and all rules are followed. Keys must be returned at the end of the event. Please place the key in the lock box if staff members are not present.
- 9) No food or drink permitted within 15 feet of the pools edge.
- 10) The clubhouse's exterior, including the pool, pool furniture, Splashpad, spa, grills, playground, pond, and exterior grounds may not be used for party purposes. They are for the communities' use.
- 11) Pool usage is by resident / member pass only. All pool rules and guest limitations apply to that pass.
- 12) Cancellation of a booked event two weeks prior will receive full refund of rental and deposit. Cancellation within two weeks of the event will result in the rental fee being retained in deposit return.
- 13) No smoking is permitted in the clubhouse at any time. All smoking materials used outside must be placed in approved containers.
- 14) In case of emergency, call 911 and notify the District Manager at 1 (877) 276-0889.
- 15) All regulations are subject to change by the Board of Supervisors of the Avalon Park West CDD.
- 16) No alcohol allowed, without prior proof of license bartender and copy of their license is submitted, along with prior proof of their insurance listing the Avalon Park West CDD and its staff as additionally insured.
- 17) Note: We do not adjust the air conditioner or the heat except in extreme conditions.

I, the undersigned, understand and will ensure all guests comply with the rules and regulations listed above.

RENTER'S SIGNATURE _____ Date: ____/____/____

PRINTED RENTER'S FULL NAME _____

PAYMENTS MAY BE MAILED OR HAND DELIVERED TO:

ACCESS MANAGEMENT - 5322 Primrose Lake Circle, Suite C Tampa FL 33647

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (2023 PROJECT AREA); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE BONDS; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING 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*; and

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Revenue Bonds, Series 2023 (2023 Project Area), in the par amount of \$3,355,000 (“Series 2023 Bonds”); and

WHEREAS, the District previously adopted a resolution authorizing the finalization of the debt assessment lien securing the Series 2023 Bonds, including but not limited to authorization to finalize the supplemental engineer’s report and supplemental assessment report; and

WHEREAS, the District closed on the sale of the Series 2023 Bonds on September 12, 2023; and

WHEREAS, as prerequisites to the issuance of the Series 2023 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2023 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2023 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2023 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2023 Bonds, including but not limited to: (1) the execution and delivery of the Closing Documents, (2) the exercise of all authority granted pursuant to Resolution 2023-06 which authorized the issuance of the Bonds, (3) the exercise of all authority pursuant to, and finalization of, Resolution 2023-07 which confirmed the maximum assessment lien securing the Bonds, and (4) the execution and delivery of such other certifications or other documents required for the closing on the Series 2023 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects, and Resolutions 2023-06 and 2023-07 on file with the District Manager and as included in the transcript for the Series 2023 Bonds are hereby determined to be in final form.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 26th day of January, 2024.

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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This instrument was prepared by and upon recording should be returned to:

Jere Earlywine
Kutak Rock, LLP
107 W. College Ave
Tallahassee, Florida 32301

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made this ___ day of _____, 2024,
by:

FORESTAR (USA) REAL ESTATE GROUP, INC., a foreign corporation, and whose address is 10700 Pecan Park Blvd., Suite 150, Arlington, Texas 76011 (“**Grantor**”), and

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

WITNESS

WHEREAS, Grantor is the owner in fee simple of certain real property located in Pasco County, Florida, and more particularly described in **Exhibit A (“Property”)**; and

WHEREAS, for the benefit of Grantee and its landowners and residents, Grantee desires to access and maintain certain stormwater improvements located within the Property, specifically related to retaining walls constructed on the property (“**Improvements**”); and

WHEREAS, Grantor agrees to grant to Grantee an easement through the Property for the purposes of Grantee maintaining the Improvements located thereupon; and

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

- 1. RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.
- 2. GRANT OF NON-EXCLUSIVE EASEMENT.** Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to

Grantee, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, easements for ingress and egress over, upon and across the Property, together with the rights but not the obligation to construct, install, maintain, repair and replace the Improvements now or hereafter located on the Property. Grantee accepts responsibility for maintaining the Improvements.

3. INCONSISTENT USE. Grantor agrees and covenants that it shall not exercise any rights in the Property inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.

4. BENEFICIARIES. This Agreement shall be for the benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Agreement.

5. BINDING EFFECT. This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Property.

6. DEFAULT. A default or termination by either party under this Agreement shall only entitle the other party to terminate this Agreement, and, in connection with any default hereunder, both parties hereto waive and release the other party from any and all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. NOTICES. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

9. ASSIGNMENT. This Agreement shall be deemed to run with the Property and be binding upon the District and future owners of the Property.

10. CONTROLLING LAW; VENUE. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. PUBLIC RECORDS. The Grantee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Grantee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Grantee acknowledges that the designated public records custodian for the District is its District Manager (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Grantee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which 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 the contract term if the Grantee does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grantee’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Grantee, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O WRATHELL, HUNT & ASSOCIATES LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, PHONE (561)571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.

12. 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.

13. BINDING EFFECT. This Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Property.

14. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. 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 both parties hereto.

16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

17. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and District caused this Agreement to be executed, effective as of the day and year first written above.

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP, INC.

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of **FORESTAR (USA) REAL ESTATE GROUP, INC.**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

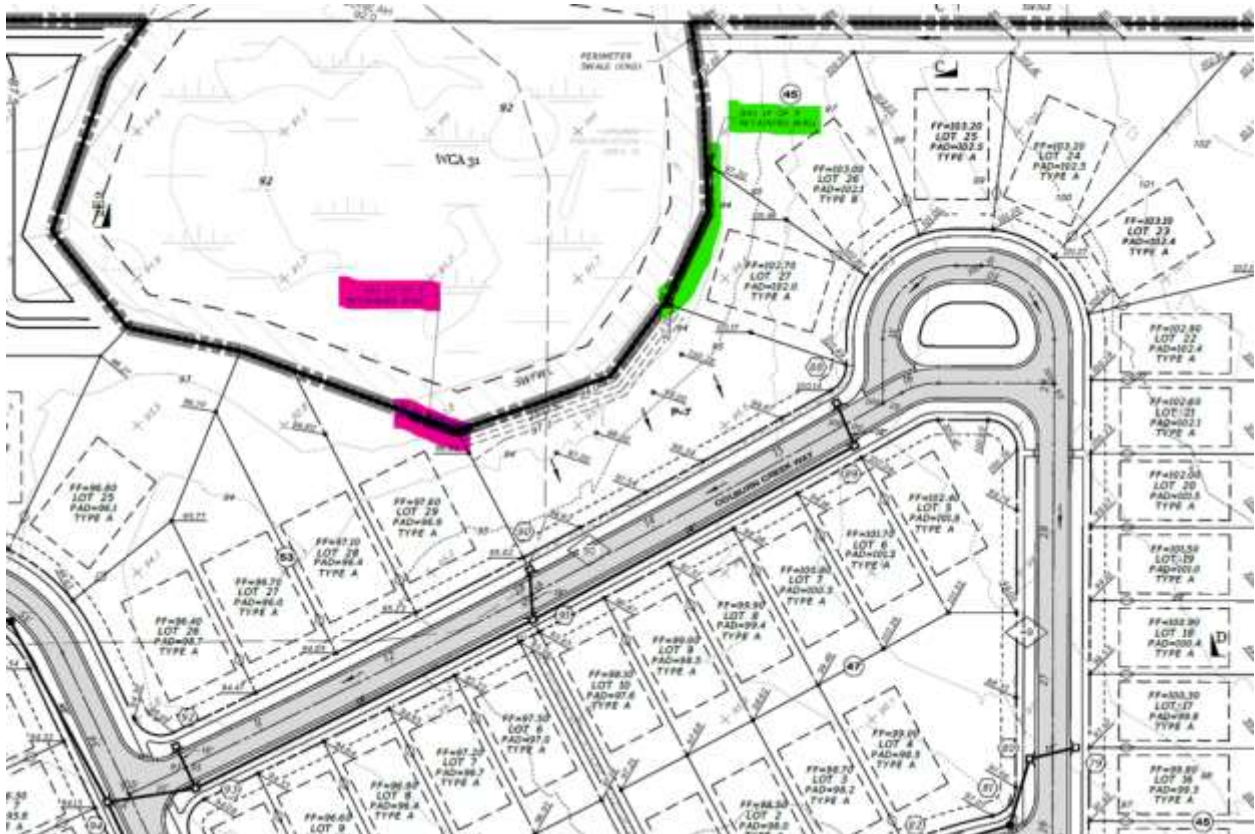
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

EXHIBIT A

That certain portion of Block 45 Lot 27 and Block 53 Lot 29 of the plat entitled *Avalon Park West – North Phases 2, 4, 5, 6 and 7*, as recorded in Plat Book 90, Pages 11-27, of the Official Records of Pasco County, Florida, including the retaining wall depicted below:



AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2023**

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2023**

	General Fund	Debt Service Fund Series 2020	Debt Service Fund Series 2022	Debt Service Fund Series 2023	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS						
Cash	\$949,073	\$ -	\$ -	\$ -	\$ -	\$ 949,073
Investments						
Revenue	-	25,412	20,694	22,538	-	68,644
Reserve	-	156,178	101,039	119,987	-	377,204
Construction	-	-	-	-	199	199
Cost of issuance	-	-	-	5,624	-	5,624
Capitalized interest	-	-	-	177	-	177
Undeposited funds	351	-	-	-	-	351
Due from general fund	-	307,561	397,975	-	-	705,536
Total assets	<u>\$949,424</u>	<u>\$ 489,151</u>	<u>\$ 519,708</u>	<u>\$ 148,326</u>	<u>\$ 199</u>	<u>\$ 2,106,808</u>
LIABILITIES						
Liabilities:						
Due to debt service fund 2020	\$307,561	\$ -	\$ -	\$ -	\$ -	\$ 307,561
Due to debt service fund 2022	397,975	-	-	-	-	397,975
Sales tax payable	144	-	-	-	-	144
Rental deposits	1,400	-	-	-	-	1,400
Developer advance	34,933	-	-	-	-	34,933
Total liabilities	<u>742,013</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>742,013</u>
FUND BALANCES						
Restricted for						
Debt service	-	489,151	519,708	148,326	-	1,157,185
Capital projects	-	-	-	-	199	199
Unassigned	207,411	-	-	-	-	207,411
Total fund balances	<u>207,411</u>	<u>489,151</u>	<u>519,708</u>	<u>148,326</u>	<u>199</u>	<u>1,364,795</u>
Total liabilities and fund balances	<u>\$ 949,424</u>	<u>\$ 489,151</u>	<u>\$ 519,708</u>	<u>\$ 148,326</u>	<u>\$ 199</u>	<u>\$ 2,106,808</u>

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment: on-roll	\$ 131,341	\$ 143,918	\$ 146,316	98%
Miscellaneous	1,463	2,207	-	N/A
Total revenues	<u>132,804</u>	<u>146,125</u>	<u>146,316</u>	100%
EXPENDITURES				
Professional & administrative				
Financial & administrative				
District management	4,000	12,000	48,000	25%
Legal general counsel	1,395	4,901	25,000	20%
Engineering	3,457	3,457	7,500	46%
Audit	-	-	4,000	0%
Arbitrage	-	-	2,250	0%
Dissemination agent	250	750	3,000	25%
Trustee fees	-	8,277	14,000	59%
Telephone	17	50	200	25%
Postage	19	58	500	12%
Printing & binding	42	125	500	25%
Legal advertising	-	250	2,500	10%
Annual special district fee	-	175	175	100%
Insurance: general liability	-	6,197	6,586	94%
Insurance: property	-	20,296	25,413	80%
Insurance: flood	-	-	2,230	0%
Website hosting, maintenance and backup	-	705	705	100%
ADA website compliance	-	-	210	0%
Contingency	703	705	500	141%
Total professional & administrative	<u>9,883</u>	<u>57,946</u>	<u>143,269</u>	40%
Field operations				
Garbage/solid waste control services				
Solid waste assessment	-	1,453	-	N/A
Total field operations	<u>-</u>	<u>1,453</u>	<u>-</u>	N/A

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Other fees & charges				
Property taxes	-	493	-	N/A
Property appraiser & tax collector	<u>2,627</u>	<u>2,878</u>	<u>3,048</u>	94%
Total other fees & charges	<u>2,627</u>	<u>3,371</u>	<u>3,048</u>	111%
Total expenditures	<u>12,510</u>	<u>62,770</u>	<u>146,317</u>	43%
Excess/(deficiency) of revenues over/(under) expenditures	120,294	83,355	(1)	
Fund balances - beginning	87,117	124,056	87,702	
Assigned				
3 months working capital	-	-	62,251	
Unassigned	<u>207,411</u>	<u>207,411</u>	<u>25,450</u>	
Fund balances - ending	<u>\$ 207,411</u>	<u>\$ 207,411</u>	<u>\$ 87,701</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 DECEMBER 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 286,411	\$ 313,838	\$ 319,001	98%
Interest	738	3,031	-	N/A
Total revenues	<u>287,149</u>	<u>316,869</u>	<u>319,001</u>	99%
EXPENDITURES				
Debt service				
Interest	-	99,456	198,913	50%
Principal	-	-	110,000	0%
Total debt service	<u>-</u>	<u>99,456</u>	<u>308,913</u>	32%
Other fees & charges				
Property appraiser	-	-	175	0%
Tax collector	5,728	6,277	6,646	94%
Total other fees and charges	<u>5,728</u>	<u>6,277</u>	<u>6,821</u>	92%
Total expenditures	<u>5,728</u>	<u>105,733</u>	<u>315,734</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	281,421	211,136	3,267	
Fund balances - beginning	207,730	278,015	268,492	
Fund balances - ending	<u>\$ 489,151</u>	<u>\$ 489,151</u>	<u>\$ 271,759</u>	

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment - on roll	\$ 370,608	\$ 406,097	\$ 412,757	98%
Interest	494	2,861	-	N/A
Total revenues	<u>371,102</u>	<u>408,958</u>	<u>412,757</u>	99%
EXPENDITURES				
Debt service				
Interest	-	157,191	314,383	50%
Principal	-	-	90,000	0%
Total debt service	<u>-</u>	<u>157,191</u>	<u>404,383</u>	39%
Other fees & charges				
Tax collector	<u>7,412</u>	<u>8,122</u>	<u>8,599</u>	94%
Total other fees and charges	<u>7,412</u>	<u>8,122</u>	<u>8,599</u>	N/A
Total expenditures	<u>7,412</u>	<u>165,313</u>	<u>412,982</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	363,690	243,645	(225)	
Fund balances - beginning	156,018	276,063	360,765	
Fund balances - ending	<u>\$ 519,708</u>	<u>\$ 519,708</u>	<u>\$ 360,540</u>	

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year To Date
REVENUES		
Lot closing	22,538	22,538
Interest	536	1,596
Total revenues	23,074	24,134
EXPENDITURES		
Debt service		
Interest	-	25,910
Cost of issuance	5,925	5,925
Total debt service	5,925	31,835
Excess/(deficiency) of revenues over/(under) expenditures	17,149	(7,701)
Fund balances - beginning	131,177	156,027
Fund balances - ending	\$ 148,326	\$ 148,326

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1	\$ 199
Total revenues	1	199
EXPENDITURES		
Construction costs	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	1	199
Fund balances - beginning	198	-
Fund balances - ending	\$ 199	\$ 199

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

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 Special Meeting on November 17, 2023 at 10:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.

Present were:

Christian Cotter	Chair
Mary Moulton	Vice Chair
Andre Carmack	Assistant Secretary

Also present, were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates LLC (WHA)
Sarah Sandy (via telephone)	District Counsel
Lori Lansing	Access Management
Nick Craniotis	Supervisor-Appointee

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Sanchez called the meeting to order at 10:08 a.m.
Supervisors Cotter, Moulton and Carmack were present. Supervisor Vincent was not present. Supervisor-Appointee Hart was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Steve Hart [Seat 2] (the following will be provided in a separate package)

As Mr. Hart is not present, this item was deferred.

- 39 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 40 **B. Membership, Obligations and Responsibilities**
- 41 **C. Financial Disclosure Forms**
- 42 **I. Form 1: Statement of Financial Interests**
- 43 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
- 44 **III. Form 1F: Final Statement of Financial Interests**
- 45 **D. Form 8B: Memorandum of Voting Conflict**

46

47 **FOURTH ORDER OF BUSINESS** **Acceptance of Resignation of Supervisor Ty**
 48 **Vincent [Seat 4]; Term Expires November**
 49 **2026**

50

51 Ms. Sanchez presented Mr. Ty Vincent’s resignation letter.

52

53 **On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the**
 54 **resignation of Supervisor Ty Vincent, was accepted.**

55

56

57 **FIFTH ORDER OF BUSINESS** **Consider Appointment of Nicholas**
 58 **Craniotis to Fill Unexpired Term of Seat 4**

59

60 Mr. Nicholas Craniotis was nominated to fill Seat 4. No other nominations were made.

61

62 **On MOTION by Mr. Carmack and seconded by Mr. Cotter, with all in favor, the**
 63 **appointment of Nicholas Craniotis to Seat 4, was approved.**

64

65

- 66 • **Administration of Oath of Office to Newly Appointed Supervisor**

67 Ms. Sanchez, a Notary of the State of Florida and duly authorized, administered the
 68 Oath of Office to Mr. Craniotis. She provided and briefly reviewed the contents of the
 69 Supervisor’s packet listed in the Third Order of Business.

70 Ms. Sandy stated Staff recommends having a separate email address for CDD-related
 71 emails and to respond to public records requests, etc. Regarding Form 1, additional information
 72 from the Commission on Ethics about the new requirement for CDD Supervisors to attend four

73 hours of ethics training. District Counsel’s firm will offer a form of online training. She suggested
74 that Mr. Craniotis check the ethics requirement training box on Form 1.

75 Ms. Cerbone asked Mr. Craniotis to complete Form 8B and stated the following:

76 “The Form will state that you are a member of the Board of Supervisors of the Avalon
77 Park West CDD and under Chapter 190, Florida Statutes, you are a principal employee and/or a
78 business associate or relative of a Landowner in the District. Decisions potentially affecting the
79 Landowner may come before the Board from time to time, pursuant to Sections 112 through
80 114(3)(b) Florida Statutes. You understand that you do not have a conflict of interest when
81 voting on such matters and that you are not prohibited from voting on such matters. That said,
82 you are following this disclosure of voting conflict in an abundance of caution and follow the
83 procedures in 112 through 114(3)(b) Florida Statutes, and for the duration of your term and any
84 subsequent terms.”

85

86 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-01,
Appointing and Removing Officers of the
District and Providing for an Effective date**

87
88
89

90 Ms. Sanchez presented Resolution 2024-01. Mr. Cotter nominated the following slate:

- | | | |
|----|------------------|---------------------|
| 91 | Christian Cotter | Chair |
| 92 | Mary Moulton | Vice Chair |
| 93 | Andre Carmack | Assistant Secretary |
| 94 | Steve Hart | Assistant Secretary |

95 No other nominations were made. Prior appointments by the Board for Secretary,
96 Treasurer, Assistant Treasurer and Assistant Secretaries Cindy Cerbone and Jamie Sanchez,
97 remain unaffected by this Resolution.

98

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**On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor,
Resolution 2024-01, Appointing and Removing Officers of the District, as
nominated, and Providing for an Effective date, was adopted.**

104 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2024-02,**
105 **Relating to the Amendment of the Budget**
106 **for the Fiscal Year Beginning October 1,**
107 **2022 and Ending September 30, 2023; and**
108 **Providing for an Effective Date**
109

110 Ms. Sanchez presented Resolution 2024-02 and read the title.

111 Ms. Moulton asked what change was made to the budget. Ms. Cerbone stated the
112 change is related to the bond issuance in Fiscal Year 2023. Asked how significant the change
113 was to the assessment amount, Ms. Cerbone stated the assessments cannot be changed once
114 they are set.

115 Ms. Moulton stated since there is no change in the assessments, she does not have a
116 concern with the amendment.

117

**On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor,
Resolution 2024-02, Relating to the Amendment of the Budget for the Fiscal
Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing
for an Effective Date, was adopted.**

122

123

124 **EIGHTH ORDER OF BUSINESS** **Consideration of Resolution 2024-03,**
125 **Ratifying, Confirming, and Approving the**
126 **Sale of the Avalon Park West Community**
127 **Development District Special Assessment**
128 **Revenue Bonds, Series 2023 (2023 Project**
129 **Area); Ratifying, Confirming, And**
130 **Approving the Actions of the Chairman,**
131 **Vice Chairman, Treasurer, Secretary,**
132 **Assistant Secretaries, and All District Staff**
133 **Regarding the Sale and Closing of the**
134 **Bonds; Determining Such Actions as Being**
135 **in Accordance with the Authorization**
136 **Granted by the Board; Providing a**
137 **Severability Clause; and Providing an**
138 **Effective Date**

139

140 Ms. Sanchez presented Resolution 2024-03 and read the title.

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On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, Resolution 2024-03, Ratifying, Confirming, and Approving the Sale of the Avalon Park West Community Development District Special Assessment Revenue Bonds, Series 2023 (2023 Project Area); Ratifying, Confirming, And Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

Discussion: Recission of Boundary Amendment

This item was tabled.

TENTH ORDER OF BUSINESS

Discussion: Speeding

Ms. Sanchez reported the following:

- Ms. Lansing contacted Management’s office and reported receiving numerous complaints from residents about speeding in the community.
- She personally spoke with three residents via telephone regarding their concerns and advised them to contact the Pasco County Sheriff’s Department and provide them with videos of speeding vehicles near neighborhood children.
- Ms. Lansing contacted the Sheriff’s Department to see if a town hall meeting can be scheduled to educate residents about what can be done regarding speeding; they will need 90 days’ notice schedule that so Ms. Lansing provided them with the CDD’s January and February meeting.
- Staff invited the Sheriff’s Department to today’s meeting but they could not attend because of the holidays.
- Residents were invited to today’s meeting and provided with copies of the meeting schedule. They were content knowing that speeding would be a discussion item today.

Ms. Cerbone stated Management encounters speeding issues in communities across Florida. She noted that, if a law enforcement officer attends a CDD meeting in response to an

176 invitation, it is not a town hall meeting; rather, it is governmental meeting, which should attract
 177 their attention. It is primarily meant to inform the Board and, secondarily, any members of the
 178 public that attend. Oftentimes, the Sheriff’s Department will send a Community Liaison Officer
 179 to CDD meetings. She discussed the difference between a CDD meeting and a town hall
 180 meeting, advising residents on how best to report suspicious/dangerous activities to the
 181 Sheriff’s Department, safety precautions, speed hump installations, traffic studies and the fact
 182 that the CDD is not an enforcement agency, its responsibility to share ideas and encourage
 183 smart decisions.

184 Ms. Lansing stated “see it, call it, record it” will be the message that the HOA
 185 communicates to residents. She expressed her appreciation for the insight that Management
 186 has given.

187

188 **ELEVENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
 189 **Statements as of September 30, 2023**

190
 191 **On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the**
 192 **Unaudited Financial Statements as of September 30, 2023, were accepted.**

193

194

195 **TWELFTH ORDER OF BUSINESS** **Approval of August 25, 2023 Public Hearing**
 196 **and Regular Meeting Minutes**

197
 198 **On MOTION by Mr. Carmack and seconded by Mr. Cotter, with all in favor, the**
 199 **August 25, 2023 Public Hearing and Regular Meeting Minutes, as presented,**
 200 **were approved.**

201

202

203 **THIRTEENTH ORDER OF BUSINESS** **Staff Reports**

204

205 **A. District Counsel: Kutak Rock LLP**

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

207 There were no reports from District Counsel or the District Engineer.

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

209 There was no report.

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

211 • **NEXT MEETING DATE: January 26, 2024 at 10:00 AM**

212 ○ **QUORUM CHECK**

213 The next meeting will be on January 26, 2024.

214

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

216

217 There were no Board Member comments or requests.

218

219 **FIFTEENTH ORDER OF BUSINESS** **Public Comments**

220

221 There were no public comments.

222

223 **SIXTEENTH ORDER OF BUSINESS** **Adjournment**

224

225

226 **On MOTION by Mr. Cotter and seconded by Mr. Carmack, with all in favor, the**
227 **meeting adjourned at 10:34 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
A

MEMORANDUM

To: Board of Supervisors, Avalon Park West Community Development District

From: Jere Earlywine

Date: January 4, 2024

Subject: Ethics Training Requirements

Beginning January 1, 2024, all Board Supervisors of Florida Community Development Districts will be required to complete four (4) hours of Ethics training each year. The four (4) hours must be allocated to the following categories: two (2) hours of Ethics Law, one (1) hour of Sunshine Law, and one (1) hour of Public Records law.

This training may be completed online, and the four (4) hours do not have to be completed all at once. The Florida Commission on Ethics (“COE”) has compiled a list of resources for this training. An overview of the resources are described below, and links to the resources are included in this memo.

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the Ethics training requirements. At this time, there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

Free Training Options

The Florida Commission on Ethics’ (“COE”) website has several free online resources and links to resources that Supervisors can access to complete the training requirements. Navigate to that page here: [Florida Commission on Ethics Training](https://ethics.state.fl.us/Training/Training.aspx).¹ Please note that the COE only provides free training for the two (2) hour Ethics portion of the annual training. However, the COE does provide links to free outside resources to complete the Sunshine and Public Records portion of the training. These links are included in this memorandum below for your ease of reference.

¹ <https://ethics.state.fl.us/Training/Training.aspx>

Free Ethics Law Training

The COE provides several videos for Ethics training, none of which are exactly two (2) hours in length. Please ensure you complete 120 minutes of Ethics training when choosing a combination of the below.

State Ethics Laws for Constitutional Officers & Elected Municipal Officers (100 minutes)

Click here: [Kinetic Ethics](#)

Business and Employment Conflicts and Post-Public-Service (56 minutes) Restriction

Click here: [Business and Employment Conflicts](#)

Gifts (50 minutes)

Click here: [Ethics Laws Governing Acceptance of Gifts](#)

Voting Conflicts - Local Officers (58 minutes)¹

Click here: [Voting Vertigo](#)

Free Sunshine/Public Records Law Training

The Office of the Attorney General provides a two (2) hour online training course (audio only) that meets the requirements of the Sunshine Law and Public Records Law portion of Supervisors' annual training.

Click here to access: [Public Meeting and Public Records Law](#)

Other Training Options

4- Hour Course

Some courses will provide a certificate upon completion (not required), like the one found from the Florida State University, Florida Institute of Government, linked here: [4-Hour Ethics Course](#). This course meets all the ethics training requirements for the year, including Sunshine Law and Public Records training. This course is currently \$79.00

CLE Course

The COE's website includes a link to the Florida Bar's Continuing Legal Education online tutorial which also meets all the Ethics training requirements. However, this is a CLE course designed more specifically for attorneys. The 5 hours 18 minutes' long course exceeds the 4-hour requirement and its cost is significantly higher than the 4-Hour Ethics course provided by the Florida State University. The course is currently \$325.00. To access this course, click here: [Sunshine Law, Public Records and Ethics for Public Officers and Public Employees](#).

If you have any questions, please do not hesitate to contact me.

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
D

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 27, 2023 CANCELED	Regular Meeting	10:00 AM
November 17, 2023	Special Meeting	10:00 AM
November 24, 2023 CANCELED	Regular Meeting	10:00 AM
December 22, 2023 CANCELED	Regular Meeting	10:00 AM
January 26, 2024	Regular Meeting	10:00 AM
February 23, 2024	Regular Meeting	10:00 AM
March 22, 2024	Regular Meeting	10:00 AM
April 26, 2024	Regular Meeting	10:00 AM
May 24, 2024	Regular Meeting	10:00 AM
June 28, 2024	Regular Meeting	10:00 AM
July 26, 2024	Regular Meeting	10:00 AM
August 23, 2024	Regular Meeting	10:00 AM
September 27, 2024	Regular Meeting	10:00 AM