

**AVALON PARK WEST
COMMUNITY DEVELOPMENT
DISTRICT**

October 29, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Avalon Park West Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

October 22, 2021

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 October 29, 2021, at 10:00 a.m., or immediately following the adjournment of the Silverado CDD Meeting at Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545. The agenda is as follows:

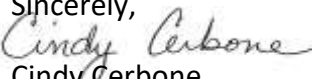
1. Call to Order/Roll Call
2. Public Comments
3. Discussion: Parking Lot Towing
 - Agreement For Private Property Impounds
4. Consideration of Fiscal Year 2022 Deficit Funding Agreement for Additional Services
5. Consideration of Proposals
 - A. Integrity Pressure Cleaning, Inc., Power Washing Proposal of Services
 - B. B & G Painting for Amenity Center
 - C. Grandview Botanicals for Additional Landscape Items for Amenity Center
 - D. EZ Mulch for Playground Chip
6. Update: Stormwater Reporting Requirements
7. Acceptance of Unaudited Financial Statements as of September 30, 2021
8. Approval of August 27, 2021 Public Hearings and Regular Meeting Minutes
9. Staff Reports
 - A. District Counsel: *KE Law Group, PLLC.*
 - B. District Engineer: *Stantec Consulting Services*

- C. Operations Manager: *Access Management*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: November 19, 2021, *immediately following the adjournment of the Silverado CDD Meeting, scheduled to commence at 10:00 A.M.*
 - QUORUM CHECK

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

- 10. Board Members' Comments/Requests
- 11. Public Comments
- 12. Adjournment

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

Sincerely,

Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 801 901 3513

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

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**813 TOWING SERVICE, LLC
1112 East 127th Avenue
Tampa, FL 33612**

**AGREEMENT FOR PRIVATE PROPERTY IMPOUNDS
PURSUANT TO FLORIDA STATUTES §§715.07 & 713.78**

Whereas the parties listed below wish to enter into an agreement for towing services for the purposes of maintaining a clean, safe, and desirable environment in and around the parking lot of the property listed below; and

Whereas, the landowner and/or agent of the landowner wants 813 Towing Service, LLC to be the exclusive operator of towing on its premises; and

Whereas 813 Towing Service, LLC wants to be the exclusive operator of towing on the landowner's premises; the parties agree as follows:

This agreement is entered on this ___ day of _____, 202__, between 813 Towing Service, LLC (hereinafter "813"), located at _____, and _____, (name of condominium or apartment association, hereinafter "CLIENT") the address of the property to which this agreement refers to being located at _____.

This agreement gives 813 the authority to enter upon the property referenced above to remove vehicles that are unauthorized, abandoned, illegally parked or inoperable pursuant to the CLIENT'S, property owner's, Board of Director's, or property management's instructions and requests.

CLIENT acknowledges that CLIENT has provided all tenants, guests, and business invitees with copies of any rules and regulations regarding parking rules to include tenant parking, guest parking, illegal parking, improper parking, parking restrictions, or after-hours parking, and understands that Florida Statutes §§ 715.07 and 713.78, as well as other local/county ordinances, may govern these towing services.

The exclusive use of 813 as the towing service for this property named above shall commence on the ___ day of _____, 202__, and this agreement shall remain in full force and effect until such time as the parties agree to terminate this agreement.

Any changes in parking enforcement procedures not included in this agreement and/or addendum must be faxed or emailed to 813. Improper notice of any such changes will not result in any liability to 813.

Authorized Names:

Main Contact: _____ Title: _____ Telephone: _____

Email: _____

Contact: _____ Title: _____ Telephone: _____

Email: _____

LEGAL JURISDICTION: (CIRCLE ONE)

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

TAMPA POLICE DEPARTMENT

TEMPLE TERRACE POLICE

PASCO COUNTY SHERIFF'S OFFICE

**PINELLAS COUNTY SHERIFF'S OFFICE
DEPARTMENT**

CLEARWATER POLICE

ST. PETERSBURG POLICE DEPARTMENT

Now, in consideration of the terms, conditions, covenants, and performances contained herein, the parties agree as follows:

1. Scope of Services

813 will perform towing services at the direction of CLIENT. 813 will furnish all materials, equipment, and property necessary for the full performance of towing services, which may include the furnishing of No Parking Signs, tow vehicles and all equipment necessary to perform tows in a safe and reasonable manner.

It shall be the responsibility of the CLIENT to provide "notice stickers" to residents or guests on their property. 813 assumes no liability for improper tows that were requested by CLIENT.

2. Term

The project shall begin as dated previously, and shall be enforced for one calendar year and renew every year until updated or terminated, regardless of management changes.

3. Compensation and Method of Payment

CLIENT shall not pay 813 for services, nor shall CLIENT pay 813 employees, owners, managers, agents, drivers or any officer for services governed by Fl. Stat. §715.07 and 713.78.

813 shall not pay CLIENT for services, nor shall 813 pay CLIENT employees, owners, managers, agents, tenants or any guest for services governed by Fl. Stat. §715.07 and 713.78.

813 shall receive payment pursuant to Fl. Stat. §715.07 and 713.78, and/or any local county ordinance that is in effect at the time of the tow.

4. Relationship

The parties agree that 813's relationship will be created by this agreement. The CLIENT is interested primarily in the safe towing of improperly parked/unauthorized vehicles being safely removed pursuant to Florida Statutes and/or County Ordinances. The implementation of services will be solely within the discretion of 813 by inspection of such violations allowed for towing as per this Agreement. No employee or representative of 813 shall be deemed to be an employee of the CLIENT for any purpose, and the employees of 813 are not entitled to any of the benefits that the CLIENT provides for its employees.

However, 813 may be considered an agent of CLIENT in that CLIENT is requesting 813 to perform services in connection with CLIENT's property and invitee /vehicles/property.

5. Insurance

813 shall produce and maintain for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by 813, their agents, representatives, or employees. 813 shall provide a Certificate of Insurance upon request for the following:

- Automobile liability insurance for bodily injury and property damages
- Commercial General Liability Insurance
- Workers Comp Insurance

6. Compliance with laws

813, in the performance of this Agreement, shall comply with all applicable Federal, State and local laws and ordinances.

7. Changes

Either party may request changes to the services to be provided, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and signed by both parties. Such changes will be attached at the end and be made part of this Agreement.

8. Prohibited Interest

No member, officer, or employee of the CLIENT shall receive compensation or have any interests as it is a violation of the Florida Statute §715.07.

9. Termination of this agreement

It is agreed between the parties that either party may terminate this agreement by providing notice, in writing, of their intent to do so. Should CLIENT provide written notice to terminate, 813 shall have 15 days to remove any signage from the property being serviced. Should 813 provide written notice to terminate, 813 will continue service to CLIENT for only 15 days following CLIENT's receipt of the written notice.

10. Indemnification and Hold Harmless

Both 813 and CLIENT agree that litigation as a result of accusations of illegal and improper tows may arise out of the actions of CLIENT and/or 813. CLIENT hereby agrees to Indemnify, Defend, and Hold Harmless 813 for any such allegations of improper tows, or violations of Florida Statute §715.07 and §713.78. That duty will include paying for the defense of such claims.

Both parties agree that if there are allegations of damage to a vehicle and/or personal property that is alleged to have occurred during a tow, 813 is responsible and will defend itself and submit such claims to its own insurance company.

10. Attorneys Fees And Costs

If any legal action is taken to enforce this agreement, or legal action is taken as a result of any dispute, breach, default, or misrepresentation in connection with any of the provisions of this agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees and costs associated with that legal action. Any such dispute must be filed in Hillsborough County and the laws of Florida shall govern.

**PLEASE PLACE C, P or T NEXT TO THE SERVICE TYPE
FOR WHICH VEHICLES MAY BE TOWED.**

- C:** The property Calls in to tow company for vehicle removal when needed.
P: The towing company Patrols and removes violations.
T: The towing company Tags the vehicles for 24,48 or 72 hours before towing.

For Patrol, direct violations: Start Enforcement Time _____ Stop Enforcement Time _____

1. ___ No valid permit, No valid resident, tenant, or expired visitors permit.
2. ___ Tow away zone, sign posted and/or pavement markings.
3. ___ Abandoned/inoperable vehicle: Flat tire(s), vehicle on jacks, blocks, broken or missing windows, wheels, minor or major parts.
4. ___ No vehicle registration stickers on the vehicle.
5. ___ Expired Registration Sticker (over 31 days expired). License plate does not match the vehicle.
6. ___ Vehicle parked in a designated fire lane.
7. ___ Management request and abandoned vehicle removal.
8. ___ Vehicle wrecked or inoperable.
9. ___ No tractor, trailer, or large vehicle (over 1 ton).
10. ___ No commercial vehicles with writing or advertising signage displayed in or on the vehicle unless authorized by the office.
11. ___ Vehicles parked on grass, off pavement, or landscaping.
12. ___ Vehicles parked in handicap space, ramp or unloading zone with no handicap permit.
13. ___ Vehicle blocking or parked in isle or roadway.
14. ___ Guest parking on the community longer than 14 days.
15. ___ Hindering access. Blocking dumpster, building entrances, loading docks or zones, etc.
16. ___ Vehicle taking up more than one parking space or parked over the line. Tire must be completely over the line.
17. ___ Vehicle is displaying a "for sale" sign.
18. ___ Vehicle parked in a reserved or assigned parking space.
19. ___ Vehicle is parked in a non-parking space that is primarily used for pedestrian access.
20. ___ Vehicle is parked on property where posted "NO PARKING".
21. ___ Vehicle is parked on the sidewalk.
22. ___ Double parked behind another vehicle.
23. ___ No backing into parking space.
24. ___ No parking over the sidewalk.

Authorized Signature

Date

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

4

**FISCAL YEAR 2022 DEFICIT FUNDING AGREEMENT
FOR ADDITIONAL SERVICES**

This *Fiscal Year 2022 Deficit Funding Agreement for Additional Services* ("**Agreement**") is made and entered into this ___ day of _____, 2021, by and between:

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in unincorporated Pasco County, Florida ("**District**"), and

FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, and whose mailing address is 10700 Pecan Park Blvd., Suite 150, Austin, Texas 78750 ("**Developer**").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Pasco County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District has adopted its annual budget for Fiscal Year 2022 ("**FY 2022 Budget**") and has levied and imposed operations and maintenance assessments ("**O&M Assessments**") on lands within the District to fund the FY 2022 Budget; and

WHEREAS, the District intends to amend its FY 2022 Budget ("**Amended FY 2022 Budget**") to include additional services ("**Additional Services**"), as outlined in **Exhibit A**, and the Developer has agreed to fund the cost of such Additional Services, subject to the terms of this Agreement.

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

1. **FUNDING.** The Developer agrees to make available to the District any monies ("**Developer Contributions**") necessary for the Additional Services as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers' consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District.

To repay any Developer Contributions made hereunder, the District agrees to take all reasonably necessary steps to adopt a budget and promptly levy operations and maintenance assessments to repay the Developer Contributions in the fiscal year beginning October 1, 2022. Within 30 days of receipt of such future assessments, the District shall repay the Developer Contributions. The parties recognize and agree that any such repayment shall be subject to the District's successful and lawful completion of its budget and assessment processes. In the event that the District is unable to successfully and lawfully complete

its budget and assessment processes to secure funding to repay the Developer Contributions, after taking reasonable actions to do so, then the District shall have no repayment obligation hereunder.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

FORESTAR (USA) REAL ESTATE GROUP, INC.

By: _____
Its: _____

EXHIBIT A: Amendment to FY 2022 Budget

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

5A



How Integrity Can Meet Your Property's Needs:

- Competitive pricing
- Schedules that flow with your community's demands
- Minimize disruption to community
- Preventative maintenance programs for concrete surfaces and roofs
- Professional employees that are friendly and courteous
- Established contractor since 2004
- **Protect your owners** from lawsuits:
 - No subcontractors, all workers are our employees and are covered by Worker's Comp in the roofing code
 - We follow OSHA safety standards
- State-of-the-art equipment to help streamline maintenance and increase production



Proposal of Services



Micah Valladares Jr.
Business Development Manager
(813) 732-2041
Micahjr@integritypressurecleaning.com

10/1/21
Avalon Park West
5060 River Glen Blvd.
Wesley Chapel, FL 33545

Scope of Work

Concrete Cleaning & Treatment

Pressure clean concrete and pool pavers to remove mold, dirt and loose oils from surfaces. Treat concrete with mild bleach solution to remove stubborn mold and keep concrete clean longer.

- Sidewalks (RED), curbs (YELLOW) and dumpster pad
- Pool deck pavers (includes furniture removal) and splash pad

TOTAL = \$1,250

TOTAL = \$1,800

Building Cleaning

Chemically treat (mild bleach solution) and soft wash (rinse with light pressure) exterior walls of clubhouse, PVC dumpster enclosure and playground to remove mold, dirt and bugs from surfaces.

TOTAL = \$575

GRAND TOTAL (cost based on bulk pricing) = \$3,625



Site Plan

- Water source to come from hose bibs and red hydrant
- 2-man crew onsite to perform work
- Client to ensure residents are noticed regarding schedule
- Ops manager to visit site periodically

Project Duration & Payment

- 2 days
- Net 15

Terms & Conditions

General. This proposal is subject to change without notice and is automatically withdrawn on the 15th day following the date of issue if not accepted in writing and a copy of this proposal returned to **INTEGRITY PRESSURE CLEANING, INC.** (“Contractor”). If Customer cancels this prior to the start of work, Customer is liable for 15% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. By executing this Agreement, Customer and Contractor agree that the liquidated damages amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or to cancel this Agreement prior to commencing work if the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word “or” is not exclusive, (b) the word “including” is always without limitation, (c) “days” means calendar days and (d) singular words include plural and vice versa.

Access. Customer shall provide Contractor with adequate access to electricity, water and other utilities as needed, the work site, and the work area adjacent to the structure. Customer represents to Contractor that all of the existing surfaces are suitable to receive the cleaning and/or work identified in the scope of work. Customer shall provide Contractor with access to deliver and/or remove materials and debris. Prior to the commencement of work, Customer shall provide Contractor with all information necessary to prepare any necessary permitting. Customer and/or owner shall hold harmless and indemnify Contractor from all damages, liabilities, attorney’s fees and other expenses incurred as a result of the Customer and/or Customer’s failure to fulfill its obligations under this paragraph.

Payment Terms. Contractor reserves the right to require a deposit in excess of 10%, and Customer hereby waives the requirements of Florida Statute 489.123. Customer agrees to pay interest at the rate of 1 1/2 % per month (**ANNUAL PERCENTAGE RATE OF 18%**), unless otherwise required by law, on the balance of any and all unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. The total Agreement amount, including the charges for changes/extras outside the scope of work identified herein, shall be payable to Contractor in accordance with the Agreement. No portion of the agreed upon payment may be withheld, back charged or used as a setoff of the agreed upon payment amount without the written consent of Contractor. Customer acknowledges and agrees that it has an independent obligation to pay Contractor. If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney’s fees, costs, and expenses incurred whether or not litigation is initiated. Collection matters may be processed through litigation or arbitration at Contractor’s sole discretion. If Customer fails to pay Contractor in accordance with this Agreement, then Contractor may, at its sole discretion, suspend performance of all work until full payment is made, and/or terminate this Agreement. If a suspension occurs that is not caused solely by the Contractor, the Agreement sum shall be increased by the amount of contractor’s reasonable costs of shut-down delay and start-up. Contractor reserves the right to terminate the Agreement for convenience.

Site Conditions. Should the Contractor discover concealed or unknown conditions at the site that vary from those conditions ordinarily encountered and generally recognized as inherent in the work of the character identified in this Agreement, then the Agreement amount shall be equitably adjusted upon notice thereof from the Contractor to the Customer.

Restrictions and Requirements. Contractor shall carry worker’s compensation, automobile liability, commercial general liability and any other insurance required by law. In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or that differs materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra costs for Contractor’s labor and materials shall be the sole obligation of the Customer. Prior to executing this Agreement, Customer shall notify Contractor in writing of all property and deed restrictions and/or covenants that relate to or restrict the work contemplated under this Agreement. Contractor shall not be responsible for work performed that does not comply with or conform to the property restrictions or covenants. Customer shall pay

Contractor for all work performed in violation of any covenant or restriction if Customer failed to notify Contractor in writing prior to executing this Agreement.

Customer Protection of Property. Customer shall be solely responsible for any pre-existing damages to curbs, walkways, driveways, structures, HVAC, utility lines, pipes, gutters, landscaping, appurtenances, or other real or personal property at the project location during work. Unless otherwise specified, there is no specific completion date for Contractor's work. Contractor will perform the work within a reasonable time and in a workmanlike manner.

Choice of Law, Venue and Attorney's Fees. This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be **Pasco County, Florida**. The non-prevailing party in any legal or equitable action arising out of or relating to this Agreement including arbitration, administrative, appellate and/or bankruptcy proceedings shall reimburse the prevailing party on demand for all attorney's fees, costs, and expenses incurred by the prevailing party in connection with the action.

Jury Trial Waiver. In the event there is litigation over the enforcement of a collection matter or construction lien, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**

Damage Limitation. Customer understands that the services contemplated under this Agreement involve pressure washing and other actions that may cause physical alteration to the site. Customer understands and accepts the risks inherent in the actions used to provide the services and holds Company harmless for any damages resulting from spraying of water or bleach onto areas requested to be cleaned by Customer. Customer also understands and accepts that performance of the work is no guarantee of the removal of stains, mold, mildew or other issues associated with the site and Contractor is in no way liable for any pre-existing conditions that are unable to be cleaned. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, punitive, or indirect damages, including loss of use or loss of profits.

Warranties. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The sole warranty associated with the work will be issued by Roof-A-Cide US, Inc. or one of its affiliates or subsidiaries. This warranty is not issued by Contractor and any claim under the warranty must be made directly to Roof-A-Cide US, Inc. under the terms of the warranty.

Claims. It is Customer's duty to notify Contractor in writing within three (3) days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.

Acts of God. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

Customer Delay. The Parties agree that the Contractor should be permitted to execute its work without interruption. If Contractor's work is delayed at any time by any act or neglect of Customer and/or Customer's representatives, employees, agents, guests, or invitees, or any other contractor employed by the Customer, or by any changes ordered in the work, then Contractor shall be reimbursed or paid for all additional costs or damages incurred as a result. This shall include damages related to lost use of equipment caused by the delay.

Working Hours. The proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.

Notification. Customer shall be responsible for notifying its residents of any work performed by Contractor. Customer shall be liable for any delay in work resulting from a resident obstructing or delaying the work.

Construction and Interpretation. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled "Proposal/Contract," "Statutory Warnings," and "Work Authorization" (if applicable), as well as any other document signed by

both parties as part of this Agreement. Customer represents that it has read and fully understood the Contract Documents, or has had an opportunity to consult with counsel, prior to executing this Agreement. In the event of a conflict between this Agreement and any other Contract Document, the order of precedence is Work Authorization (to the extent it exists) followed by these terms and conditions.

Note: Signing this proposal indicates the proposed scope and any sketch outlines above have been reviewed thoroughly. Any additional scope will require an additional cost. This contract may be withdrawn if not accepted in 90 days.

Authorized Signature _____

Date _____

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

5B

 Fax Memo Mail Proposal

6017 Jarvis Street
Tampa, FL 33634

(813) 882-6000 - Phone

(813) 882-3613 - Fax

Proposal

To: Access difference

Avalon Park West CDD

Attn: Patrick Allen

Date: 10/4/2021 Page 1 of 1
From: Hunter Rhodes

Re: 5060 River Glenn Blvd Wesley Chapel
Amenity Center

Cell 727-742-3102

Provide labor and materials for the following scope of work:

Painting- approximate 3000 SF existing Amenity center

Interior - items on walls to be removed & replaced by others . \$ **2,880.00**

GWB walls - spot prime & 2 cts Latex Eggshell

Wood base - repaint S/G enamel

Doors & frames - prep & repaint S/G enamel

Includes 2 rest rooms . Excludes any work on GWB ceilings / soffits / Wd crown /Wd window trim

Use OF PPG or SW Low voc products - will change finish on walls from Flat to Eggshell / Satin

We will protect existing flooring & items to remain in space .

Exterior - Pressure wash & repaint to match existing colors 100% acrylic

Prep & repaint Front & Rear porch ceilings / joist & columns \$ **3,140.00**

Building Ext. - Pressure wash /prep & repainting Facia/Soffit /Korbals /Walls /Trim \$ **3,250.00**

Includes exterior side of painted doors & frames - repaint S/G enamel

Use of SW Resilience Exterior 100% acrylic - to match existing colors

Single mobilization to complete all exterior painting **Total** \$ **9,270.00**

ADD Alt - Re Paint Wood trim on Roof top Cupola- \$ **1,170.00**

includes boom lift rental to safely work on cupola due to pitch on metal roof

Clarifications

All work during normal hours M-F

Excludes any work on sidewalks or pool area

Existing colors codes / #'s to be provided

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

5C



Proposal #AVP102121

To: Avalon Park West Clubhouse

Project: Avalon Park West Clubhouse
Wesley Chapel, Florida

Date: October 21, 2021

Re: Additional landscape items for Clubhouse

Service Description	Price
1. 50 cyds of special hardwood mulch for playground area, estimated at 2" depth	\$2,850
2. 30, 1g lirope around palm trees closest to pool area	\$ 210
3. <u>Removal of 21 palm tree braces</u>	<u>\$ 550</u>
Total	\$3,610



Standard Scope of Work:

1. Add 2” depth of special hardwood playground mulch to existing playground.
2. Remove existing pinebark mulch and plant 1g liriopie in its place to limit the amount of mulch that is runs over onto the pool deck and inside the pool. see pictures below
3. Remove 21 palm tree stakes originally installed at time of clubhouse construction

Submitted by

Paul Finora
Grandview Botanicals

Approved by: _____ Date: _____

Purchase Order #: _____



AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

5D



PO Box 10707
Tampa, FL 33679
Phone: 813.242.0300
Fax: 813.242.0303
www.ezmulch.com

October 20, 2021

Avalon Park West
Wesley Chapel, FL
Attn: Patrick Allen

RE: Playground Chip Quote

Dear Patrick:

EZMulch can offer Avalon Park West the following price for our service:

- Playground Chips – 45 yards @ \$41.000 per yard = \$1,845.00

This price includes material and installation. Thank you for the opportunity to do business with Avalon Park West.

Sincerely,
EZMulch, Inc.

Dick Compton

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

6



MEMORANDUM

To: District Manager
District Engineer

From: District Counsel

Date: October 12, 2021

Subject: Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

We are writing with an update regarding the new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s).

The Office of Economic and Demographic Research (“OEDR”) recently promulgated additional details and an excel template for reporting the stormwater needs analyses (attached hereto for reference). Similar documents for the wastewater needs analyses will be available soon at which time we will again supplement this memorandum.

A brief summary of the new law and its requirements were set forth in our previous memorandum, attached to this memorandum for your reference in **Exhibit A**. Please feel free to contact us with any questions.

When is the deadline?

For both wastewater and stormwater, the first analysis must be submitted by **June 30, 2022** and updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should the District take?

- District engineers should review the stormwater needs analysis excel workbook and submit a work authorization for approval by the District’s Board prior to commencing work. We recommend presenting the work authorization to the Board as soon as is practical, but no later than the first quarter of 2022.
- District managers should review the stormwater needs analysis excel workbook and start entering information that is readily available. The district manager may be able to complete the “background information” section and provide data on stormwater O&M expenditures, among other assistance.
- Once the work authorization is approved, the district manager should work with the district engineer to complete the remainder of the stormwater needs analyses with the final version submitted to the District no later than May 15, 2022.



- In some cases, districts may require outside consulting or evaluation to complete the needs analyses. Since the necessity of this additional step may not be immediately apparent, we recommend that district managers begin coordinating with their engineers as soon as possible.

Stormwater Needs Analysis Resources from OEDR

- OEDR website <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>
- Excel Workbook (stormwater needs analysis reporting template)
http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.xlsx
(last updated October 8, 2021)
- PDF Version for (essentially the same as the Excel workbook)
http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.pdf
(last updated October 8, 2021)

Wastewater Needs Analysis Resources from OEDR

- Forthcoming.

Exhibit A



MEMORANDUM

To: District Manager, District Engineer
From: District Counsel
Date: September 7, 2021
Subject: Wastewater Services and Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

What is required?

The Office of Economic and Demographic Research (“OEDR”) is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.



- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

When is the deadline?

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should districts take?

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

CHAPTER 2021-194

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida’s water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Domestic wastewater” has the same meaning as provided in s. 367.021.

(b) “Facility” means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) “Treatment works” has the same meaning as provided in s. 403.031(11).

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (*e.g.*, five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.*, FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (*e.g.*, Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:

Name of stormwater utility, if applicable:

Contact Person

Name:

Position/Title:

Email Address:

Phone Number:

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWFMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?

If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?

If no, do you have another funding mechanism?

If yes, please describe your funding mechanism.
- Does your jurisdiction have a Stormwater Master Plan or Plans?

If Yes:

How many years does the plan(s) cover?

Are there any unique features or limitations that are necessary to understand what the plan does or does not address?

Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?

If Yes, does it include 100% of your facilities?

If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	
An illicit discharge inspection and elimination program?	
A public education program?	
A program to involve the public regarding stormwater issues?	
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	
A stormwater ordinance compliance program (<i>i.e.</i> , for low phosphorus fertilizer)?	
Water quality or stream gage monitoring?	
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?	
A system for managing stormwater complaints?	
Other specific activities?	

Notes or Comments on any of the above:

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)?

Notes or Comments on the above:

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No)

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	
Invasive plant management associated with stormwater infrastructure?	
Ditch cleaning?	
Sediment removal from the stormwater system (vacator trucks, other)?	
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	
Street sweeping?	
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	
Non-structural programs like public outreach and education?	
Other specific routine activities?	

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:		
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:		
Estimated number of storage or treatment basins (<i>i.e.</i> , wet or dry ponds):		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :		
Number of chemical treatment systems (<i>e.g.</i> , alum or polymer injection):		
Number of stormwater pump stations:		
Number of dynamic water level control structures (<i>e.g.</i> , operable gates and weirs that control canal water levels):		
Number of stormwater treatment wetland systems:		
Other:		

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes		
Rain gardens		
Green roofs		
Pervious pavement/pavers		
Littoral zone plantings		
Living shorelines		
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
- GIS program
- MS4 permit application
- Aerial photos
- Past or ongoing budget investments
- Water quality projects

Other(s):

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government’s population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district’s boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (e.g., the expiration of an interlocal agreement, introduction of an independent special district, etc.).

[Proceed to Part 5](#)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance

Expenditures (in \$thousands)

	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs					
Brief description of growth greater than 15% over any 5-year period:					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.2.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.3.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

<input type="checkbox"/>	Stormwater Master Plan
<input type="checkbox"/>	Basin Studies or Engineering Reports
<input type="checkbox"/>	Adopted BMAP
<input type="checkbox"/>	Adopted Total Maximum Daily Load
<input type="checkbox"/>	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify:
<input type="checkbox"/>	Other(s):

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Resiliency Projects with No Identified Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

- Has a vulnerability assessment been completed for your jurisdiction’s storm water system?
- If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
- If yes, please provide a link if available:
- If no, is a planning effort currently underway?

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

End of Useful Life Replacement Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Expansion

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Resiliency

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Replacement of Aging Infrastructure

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	0	0	0	0

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Total of Projects without Project Type and/or Funding Source Type			0	0	0	0	0

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

7

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2021**

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2021**

	General Fund	Debt Service Fund Series 2019	Debt Service Fund Series 2020	Capital Projects Fund Series 2019	Capital Projects Fund Series 2020	Total Governmental Funds
ASSETS						
Cash	\$ 66,041	\$ -	\$ -	\$ -	\$ -	\$ 66,041
Investments						
Revenue	-	-	8	-	-	8
Reserve	-	-	156,178	-	-	156,178
Construction	-	-	-	-	116,357	116,357
Capitalized interest	-	-	102,152	-	-	102,152
Due from Developer	49,896	-	-	-	-	49,896
Deposits	8,737	-	-	-	-	8,737
Prepaid expense	31,093	-	-	-	-	31,093
Total assets	<u>\$155,767</u>	<u>\$ -</u>	<u>\$ 258,338</u>	<u>\$ -</u>	<u>\$ 116,357</u>	<u>\$ 530,462</u>
LIABILITIES						
Liabilities:						
Accounts payable	\$ 15,443	\$ -	\$ -	\$ -	\$ -	\$ 15,443
Accounts payable - on-site	17,820	-	-	-	-	17,820
Contracts payable	-	-	-	-	116,356	116,356
Sales tax payable	30	-	-	-	-	30
Rental deposits	900	-	-	-	-	900
Developer advance	34,933	-	-	-	-	34,933
Total liabilities	<u>69,126</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>116,356</u>	<u>185,482</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	3,849	-	-	-	-	3,849
Total deferred inflows of resources	<u>3,849</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,849</u>
FUND BALANCES						
Restricted for						
Debt service	-	-	258,338	-	-	258,338
Capital projects	-	-	-	-	1	1
Unassigned	82,792	-	-	-	-	82,792
Total fund balances	<u>82,792</u>	<u>-</u>	<u>258,338</u>	<u>-</u>	<u>1</u>	<u>341,131</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$155,767</u>	<u>\$ -</u>	<u>\$ 258,338</u>	<u>\$ -</u>	<u>\$ 116,357</u>	<u>\$ 530,462</u>

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget
REVENUES			
Developer contribution	\$ 64,715	\$ 217,622	\$ 278,390
Interlocal agreement	-	50,000	50,000
Miscellaneous	-	1,285	-
Total revenues	<u>64,715</u>	<u>268,907</u>	<u>328,390</u>
EXPENDITURES			
Professional & administrative			
Financial & administrative			
Administrative services	-	-	3,600
District management	4,000	41,675	20,100
Engineering	511	1,696	5,000
Dissemination agent	83	833	5,000
Trustee fees	-	-	6,500
Tax collector/property appraiser	-	242	150
Financial & revenue collection	-	300	3,600
Assessment roll preparation	-	5,000	5,000
Accounting services	-	1,800	18,000
Auditing services	-	-	3,500
Arbitrage	-	-	750
Insurance	-	2,421	2,550
Legal advertising	129	5,602	2,500
Dues, licenses & fees	-	175	500
Miscellaneous mailings	-	79	1,500
Website hosting, maintenance and backup	-	3,317	7,500
Contingency	17	641	-
District counsel	4,439	19,296	15,000
Total professional & administrative	<u>9,179</u>	<u>83,077</u>	<u>100,750</u>

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget
Field operations			
Electric utility services			
Utility services	202	2,624	4,500
Utility - recreation facilities	930	11,990	13,250
Garbage/solid waste control services			
Garbage - recreation facilities	90	524	2,500
Solid waste assessment	-	-	500
Water-sewer combination services			
Utility services	942	9,220	7,500
Water - reclaimed	160	811	-
Stormwater control			
Stormwater assessment	-	-	500
Other physical environment			
General liability insurance	-	2,960	3,101
Property insurance	-	24,662	24,675
Flood insurance	-	2,042	650
Entry & walls maintenance	-	2,833	2,500
Landscape maintenance	-	24,864	50,000
Irrigation repairs	-	148	2,500
Landscape replacement	-	-	5,000
Lift station maintenance	84	303	1,500
Parks & recreation			
Employee - salaries	7,822	9,185	59,414
Management contract	-	6,750	10,800
Gate maintenance & repair	378	5,071	2,500
Telephone, fax, internet	118	1,098	1,500
Pool permits	-	570	600
Amenity supplies	640	673	2,500
Pest control	318	1,272	500
Clubhouse janitorial service	565	6,780	5,250
Computer support, maintenance & repair	-	-	1,500
Pool service contract	1,980	11,880	11,900
Maintenance & repair	97	4,119	1,500
Pool/water park maintenance	-	1,861	1,000
Access card system monitoring & maintenance	1,573	1,573	5,000
Clubhouse - facility janitorial supplies	164	617	1,000
Office supplies	-	-	1,000
Contingency			
Miscellaneous contingency	1,321	4,936	3,000
Total field operations	17,384	139,366	227,640
Total expenditures	26,563	222,443	328,390
Excess/(deficiency) of revenues over/(under) expenditures	38,152	46,464	-
Fund balances - beginning	44,640	36,328	-
Fund balances - ending	\$ 82,792	\$ 82,792	\$ -

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019 BAN
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Interest	-	49,722
Principal prepayment	-	2,000,000
Total debt service	<u>-</u>	<u>2,049,722</u>
 Excess/(deficiency) of revenues over/(under) expenditures	-	(2,049,722)
 OTHER FINANCING SOURCES/(USES)		
Transfers out	-	(50,335)
Transfers in	-	2,050,051
Total other financing sources	<u>-</u>	<u>1,999,716</u>
 Net change in fund balances	-	(50,006)
Fund balances - beginning	-	50,006
Fund balances - ending	<u>\$ -</u>	<u>\$ -</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 SEPTEMBER 30, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1	\$ 16
Total revenues	1	16
EXPENDITURES		
Debt service		
Interest - 5/1	-	103,279
Cost of issuance	-	182,000
Total debt service	-	285,279
Excess/(deficiency) of revenues over/(under) expenditures	1	(285,263)
OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	-	2,643,001
Underwriters discount	-	(109,900)
Original issue premium	-	9,886
Transfers out	-	(2,049,722)
Transfers in	-	50,336
Total other financing sources	-	543,601
Net change in fund balances	1	258,338
Fund balances - beginning	258,337	-
Fund balances - ending	\$ 258,338	\$ 258,338

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 BAN
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
OTHER FINANCING SOURCES/(USES)		
Transfers out	-	(329)
Total other financing sources/(uses)	<u>-</u>	<u>(329)</u>
Net change in fund balances	-	(329)
Fund balances - beginning	-	329
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1	\$ 117
Total revenues	1	117
EXPENDITURES		
Construction costs - Developer	-	2,852,115
Total expenditures	-	2,852,115
Excess/(deficiency) of revenues over/(under) expenditures	1	(2,851,998)
OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	-	2,851,999
Total other financing sources/(uses)	-	2,851,999
Net change in fund balances	1	1
Fund balances - beginning	-	-
Fund balances - ending	\$ 1	\$ 1

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

8

DRAFT

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

The Board of Supervisors of the Avalon Park West Community Development District held Public Hearings and a Regular Meeting on August 27, 2021 at 11:00 a.m., at Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.

Present were:

Christian Cotter	Chair
Mary Moulton	Vice Chair
Ross Halle	Assistant Secretary
Ty Vincent	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine	District Counsel
Tonja Stewart (via telephone)	District Engineer
Barry Mazzoni	Operations Manager
Ray Demby	Forestar

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 11:01 a.m. Supervisors Cotter, Moulton, Vincent and Halle were present. Supervisor Defillo was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of Ty Vincent,
Seat 4; Term Expires November, 2022**

Ms. Cerbone presented Mr. Ty Vincent's resignation letter.

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On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the resignation of Mr. Ty Vincent from Seat 4, Term Expires November, 2022, was accepted.

FOURTH ORDER OF BUSINESS

Consider Appointment of Ray Demby to Fill Unexpired Term of Seat 4

Ms. Moulton nominated Mr. Ray Demby to fill Seat 4. No other nominations were made.

On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, the appointment of Mr. Ray Demby to Seat 4, term expires November 2022, was approved.

• Administration of Oath of Office (the following will be provided in a separate package)

Ms. Cerbone, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Demby. She provided the following items:

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

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2021-09, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Avalon Park West Community Development District, and Providing for an Effective Date

76 Ms. Cerbone presented Resolution 2021-09. Ms. Moulton nominated the following slate
77 of officers:

- 78 Chair Christian Cotter
- 79 Vice Chair Mary Moulton
- 80 Secretary Craig Wrathell
- 81 Assistant Secretary Ross Halle
- 82 Assistant Secretary Marybel Defillo
- 83 Assistant Secretary Ray Demby
- 84 Assistant Secretary Cindy Cerbone
- 85 Treasurer Craig Wrathell
- 86 Assistant Treasurer Jeff Pinder

87 No other nominations were made.

88

89 **On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor,**
 90 **Resolution 2021-09, Designating a Chair, a Vice Chair, a Secretary, Assistant**
 91 **Secretaries, a Treasurer and an Assistant Treasurer of the Avalon Park West**
 92 **Community Development District, as nominated, and Providing for an Effective**
 93 **Date, was adopted.**

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96 **SIXTH ORDER OF BUSINESS**

**Ratification of Engagement with KE Law
Group, PLLC., for District Counsel Services
[Jere Earlywine]**

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99

100 • **Consideration of Fee Agreement**

101 Mr. Earlywine presented the joint letter by Hopping Green & Same and KE Law Group
102 and the KE Law Group Fee Agreement.

103

104 **On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor,**
 105 **engagement of KE Law Group, PLLC, for District Counsel Services, and the KE**
 106 **Law Group Fee Agreement, were ratified.**

107

108

109 **SEVENTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2021/2022 Budget**

110

111 **A. Proof/Affidavit of Publication**

112 The affidavit of publication was included for informational purposes.

113 **B. Consideration of Resolution 2021-10, Relating to the Annual Appropriations and**
114 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2021 and Ending**
115 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**
116 **Date**

117 Ms. Cerbone discussed revenues and the two Interlocal Agreements with New River
118 CDD (NRCDD). The current Interlocal Agreement included a flat fee of \$50,000 for amenity
119 services and the additional Interlocal Agreement addressed cost sharing for the Amenity
120 Manager.

121 Ms. Cerbone reviewed the proposed Fiscal Year 2022 budget highlighting any line item
122 increases, decreases and adjustments, compared to the Fiscal Year 2021 budget, and explained
123 the reasons for any adjustments.

124 Discussion ensued regarding landscaping and maintenance, whether budgeted amounts
125 for janitorial services were adequate and if additional services are provided by Forestar.

126 Ms. Cerbone stated that three months working capital is typically established to cover
127 expenses pending receipt of assessment revenue funds from the Tax Collector. She reviewed
128 revenues and expenditures, use of unassigned funds and development of sufficient working
129 capital.

130

131 **On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, the**
132 **Public Hearing was opened.**

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135 No members of the public spoke.

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137 **On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, the**
138 **Public Hearing was closed.**

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141 Ms. Cerbone presented Resolution 2021-10.

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On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, Resolution 2021-10, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2021/2022, Pursuant to Florida Law

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 2021-11, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and Enforcement of Special Assessments; Including but Not Limited To Penalties and Interest Thereon; Certifying an Assessment Roll; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, the Public Hearing was opened.

There were no public comments.

On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, the Public Hearing was closed.

Ms. Cerbone presented Resolution 2021-11.

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On MOTION by Ms. Moulton and seconded by Mr. Demby, with all in favor, Resolution 2021-11, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and Enforcement of Special Assessments; Including but Not Limited To Penalties and Interest Thereon; Certifying an Assessment Roll; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS **Ratification of Acquisition of Certain Site Work**

Mr. Earlywine presented the documents related to the acquisition of site work, which were previously executed.

On MOTION by Ms. Moulton and seconded by Mr. Demby, with all in favor, acquisition of certain site work and associated documentation, was ratified.

TENTH ORDER OF BUSINESS **Consideration of Amended and Restated Field Operations Agreement (Access Management)**

Ms. Cerbone presented the Amended and Restated Field Operations Agreement; approval in substantial form was requested.

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the Amended and Restated Field Operations Agreement, in substantial form, and authorizing the Chair to execute, was approved.

ELEVENTH ORDER OF BUSINESS **Consideration of Amenities Management Agreement (Access Management)**

Ms. Cerbone presented the Amenities Management Agreement approved at the joint meeting in cooperation with the NRCDD District Manager. An attachment was distributed outlining the services to be provided.

254 **FIFTEENTH ORDER OF BUSINESS** **Staff Reports**

255

256 **A. District Counsel: *KE Law Group, PLLC.***

257 There was no report.

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

259 There was no report.

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

261 Mr. Mazzoni reported the following:

262 ➤ Mr. Patrick Allen started on August 17, 2021; he has a laptop and is assessing and
263 addressing issues with the amenities and the rental agreements.

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

- 265 • **NEXT MEETING DATE: September 24, 2021 at 11:00 A.M**

- 266 ○ **QUORUM CHECK**

267 The next meeting would be held on September 24, 2021 at 11:00 a.m., unless canceled.

268

269 **SIXTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

270

271 Ms. Moulton asked Mr. Mazzoni to keep the Board apprised of additional funding
272 needs, such as unanticipated repairs.

273

274 **SEVENTEENTH ORDER OF BUSINESS** **Public Comments**

275

276 There were no public comments.

277

278 **EIGHTEENTH ORDER OF BUSINESS** **Adjournment**

279

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

281

282 **On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, the**
283 **meeting adjourned at 11:40 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

9C



AVALON PARK WEST CDD FIELD OPERATIONS REPORT October 21, 2021 | Barry Mazzoni - Field Ops Manager

FIELD OPERATIONS TRANSITION:

As of December 1st, I will be transitioning into a new role with Access Management. In preparation for this change, we will be assigning a new team to Avalon Park West CDD. Training for the team commenced on October 1st and will continue for 60 days.

Thank you for the opportunity to provide service and support to the Avalon Park West Community Development District. Should either District staff or our team need anything from historical perspective, I will continue to be available as needed. I have every confidence that the new team assuming responsibility for the district will be just as strong, if not stronger than where we stand today.

Patrick Allen
Amenity Manager
pallen@accessdifference.com

Tirria Williams
HOA Manager
twilliams@accessdifference.com

Patty Desthers
Regional Director of Operations – Tampa
pdesthers@accessdifference.com

Tirria and Patty will be attending the November CDD meeting.

FIELD NOTES:

- **Fieldstone & Landscaping Transition** – The district has successfully transitioned over to the new vendor Grandview Botanicals. As the Board of Supervisors and District staff many or may not be aware, we were able to determine why there were issues with maintaining different sections of the amenity grounds at the termination of Fieldstone's agreement. Fieldstone was refusing to maintain parcels owned by New River CDD, due to approximately \$40,000 in back payments due to Fieldstone from that district. I was able to resolve the matter by talking with the vice president over at fieldstone in coming to an agreement.
- **Dog waste / personal vehicle** - We have been discussing the use of Patrick's personal vehicle to transport trash from New River CDD and pet waste to the dumpster located at the Avalon Park West amenity. As of this report, we are still working with the district staff to find an alternative solution.

- **Towing** - Our neighboring district has instituted towing policy for their amenity. Should the Board of Supervisors wish to institute a towing policy for the APW amenity, please let us know.
- **Food Trucks / Marketing** - On behalf of the amenity manager, I want to advise the Board of Supervisors know that we've had some issues with food trucks that are utilizing our amenities parking lot. Residents that are using the food truck, particularly unsupervised minors, are leaving waste on the ground in the common area. There are also issues with waste being left in and around the dumpster by the food trucks.

Recently, at an event requested to be held by the marketing team, there was damage to a wall in the clubhouse by a group that was left unattended. Patrick will be repairing and repainting the wall. We have advised the marketing team that these types of events will no longer be allowed without supervision. Earlier this year there was landscaping damage after one of the other marketing events.

Please advise us if the Board of Supervisors wishes to handle this situation differently.



- **Wasp Nests** – We noted several wasp nests on the exterior of the building. These nests do not appear to be active. They will be removed during the pressure washing.
- **Sun/ Monday** - We are experiencing issues on Sundays and Mondays, the days that Patrick are off. On these days, residents are leaving messes, not closing umbrellas, and not putting items back after use. We are trying to have discussions with residents about this and will keep the Board of Supervisors advised of our progress. If we cannot change this behavior, we may require additional labor hours to provide supervision of the amenity on these days.
- **Gas Grills** - we have inspected the gas grills in the common area. One of them no longer lights. They're both rusting out and will require replacement. Unless the Board of Supervisors would prefer a more permanent gas grill station, we will be pursuing replacement units for this area.



COMPLETED PROJECTS:

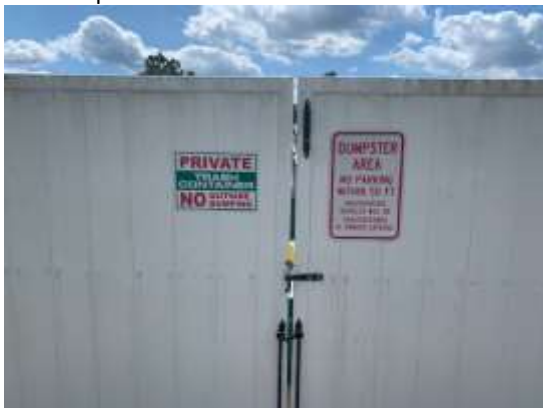
- **Umbrella repairs** - replacement frames for the umbrellas were received. I was able to patch, sew and repair the fabric covers of the umbrellas, thus saving the district about \$3000. The umbrellas have been reassembled and placed back on the pool deck. We have attached small signs to the umbrellas to help residents remember to put down the umbrella after use and hopefully protect them from wind damage to extend their useful life.



- **Insurance Recommendations** - Patrick and I have been completing the list provided following the most recent insurance inspection. A new sign with playground rules has been installed by the playground, no lifeguard on duty signs have been installed at the pool, and anti-slip mats have been placed in the bathroom entrances.



Dumpster Signage - to combat outside dumping, we have installed additional signage on the exterior enclosure of the dumpster.



A/C Drain Repair & Cleaning - We recently completed repair of the AC drain pan and a cleaning of the lines. We have not been able to determine how the pan or lines were broken as they are contained in a locked closet.



REPLACEMENT RUG - A rug inside the clubhouse was unable to be cleaned and was frayed thus it required replacement. The new rug is expected to arrive on 10/30.



OPEN ITEMS:

- **Landscape Billing** - We noted on the most recent invoice from Grandview botanicals that they billed the CDD and HOA areas together. We will be requesting a separate invoice for the HOA items.
- **Exit Tower** - the housing that holds the exit button from the pool area has been damaged and we are working to replace it.



- **Spa Repair** – We have scheduled service Suncoast Pools to repair issues with the Spa.
- **Shower Repairs** – We have scheduled service with Irena Plumbing & Heating to service the pool showers. The one in the splash pad area does not work and the one near the restrooms was damaged by someone pulling on the shower head.
- **Playground Mulch** - We have requested a bid from to replace the mulch at the playground. The proposal from EZmulch has been provided for the Board’s approval.
- **Pressure washing** - We have provided for consideration proposals for pressure washing the pool area and the common areas.
- **Painting Amenity** – submitted our proposals for repainting the rafters under the roof, the exterior of the amenity, and the interior of the amenity.
- **Camera Recommendations** - Patrick has communicated that there are issues with the number of cameras and the areas that you can see from the camera system when he is not on property. We will be seeking a proposal for additional cameras to be reviewed by the board.
- **Trash Can Recommendations** - The current trash cans on the property allow for too much moisture and access by animals resulting in water filled containers and trash being strewn across the pool deck. We will be providing a proposal to replace the existing trash can lids with lids like the two shown below.



AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

9D

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2021 <i>rescheduled to October 29, 2021</i>	Regular Meeting	10:00 AM*
October 29, 2021	Regular Meeting	10:00 AM*
November 19, 2021*	Regular Meeting	10:00 AM*
December 17, 2021*	Regular Meeting	10:00 AM*
January 28, 2022	Regular Meeting	10:00 AM*
February 25, 2022	Regular Meeting	10:00 AM*
March 25, 2022	Regular Meeting	10:00 AM*
April 22, 2022	Regular Meeting	10:00 AM*
May 27, 2022	Regular Meeting	10:00 AM*
June 24, 2022	Regular Meeting	10:00 AM*
July 22, 2022	Regular Meeting	10:00 AM*
August 26, 2022	Public Hearing & Regular Meeting	10:00 AM*
September 23, 2022	Regular Meeting	10:00 AM*
<i>*Meetings will commence at 10:00 AM, or immediately following the adjournment of the Silverado CDD Meetings, scheduled to commence at 10:00 AM</i>		
CALL-IN NUMBER: 1-888-354-009		
PARTICIPANT PASSCODE: 801 901 3513		

Exception:

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