

**AVALON PARK WEST
COMMUNITY DEVELOPMENT
DISTRICT**

February 25, 2022

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

Avalon Park West Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

February 18, 2022

Board of Supervisors
Avalon Park West Community Development District

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

Dear Board Members:

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

1. Call to Order/Roll Call
2. Public Comments
3. Update: Construction Activities Adjacent to Amenity Center and Timing for Amenity Center Closing and Reopening
 - Credit to New River CDD During Closure(s)
4. Discussion: Cost Sharing with New River CDD
5. Update: Monuments and Future Connection
6. Consideration of Stantec Consulting Services Cost Proposal for Preparation of Stormwater Management Needs Analysis
7. Consideration of Resolution 2022-01, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District's Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date
8. Consideration of Resolution 2022-02, Adopting Amended and Restated Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
9. Consideration of Resolution 2022-03, Authorizing and Approving Change of Registered Agent and Registered Office of the District, and Providing for an Effective Date

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

11. Acceptance of Unaudited Financial Statements as of January 31, 2022

12. Approval of November 19, 2021 Regular Meeting Minutes

13. Staff Reports

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

- Update: Spa Warranty Claim

B. District Engineer: *Stantec Consulting Services*

C. Operations Manager: *Access Management*

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

- NEXT MEETING DATE: March 25, 2022, immediately following the adjournment of the Silverado CDD Meeting, scheduled to commence at 10:00 A.M. [Avalon Park West Amenity Center]

○ 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

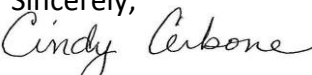
- Discussion: Conflict with April 29, 2022 Meeting Date

14. Board Members' Comments/Requests

15. Public Comments

16. Adjournment

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

Sincerely,

 Cindy Cerbone
 District Manager

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

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

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AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIR AND VICE CHAIR THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed thereto (the "**Improvements**"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, the District may, from time to time, (i) obtain and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the Improvements, and (ii) accept, convey and dedicate certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of Improvements, work product and land ((i) and (ii) together, the "**Conveyance Documents**"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair, and other officers in the Chair's absence, to approve and execute the Conveyance Documents; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

- 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.
- 2. DELEGATION OF AUTHORITY.** The Chair of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute Conveyance Documents as defined above. The Vice Chair or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any

such Conveyance Documents in the Chair's absence. The Vice Chair, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such Conveyance Documents. Such authority shall be subject to the review and approval of the District Engineer and District Manager, in consultation with District Counsel.

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

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of Conveyance Documents.

PASSED AND ADOPTED this 25th day of February, 2022.

ATTEST:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) has previously adopted the *Prompt Payment Policies and Procedures* (“Policies”) to govern prompt payments; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board finds that it is in the best interests of the District to adopt by resolution the *Amended and Restated Prompt Payment Policies and Procedures* (“Amended Policies”), attached hereto as **Exhibit A**, for immediate use and application.

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

SECTION 1. The Amended Policies, attached hereto as **Exhibit A**, are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Amended Policies shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Amended Policies shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

SECTION 2. The Amended Policies hereby adopted supplant and replace all previous versions of the Policies (if any).

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

PASSED AND ADOPTED this 25th day of February, 2022.

ATTEST:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Prompt Payment Policies and Procedures

EXHIBIT A

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

Amended & Restated Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

February 25, 2022

Avalon Park West Community Development District
Amended and Restated Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Avalon Park West Community Development District (“District”) Amended and Restated Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, “Date Stamped” shall mean the date of actual receipt by the Agent.

- E. Improper Invoice**
An invoice that does not conform to the requirements of a Proper Invoice.
- F. Improper Payment Request**
A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.
- G. Non-Construction Goods and Services**
All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.
- H. Proper Invoice**
An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.
- I. Proper Payment Request**
A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.
- J. Provider**
Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.
- K. Purchase**
The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.
- L. Vendor**
Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

- A. General**
Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the

specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors (“Board”) or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District’s current tax-exempt number is 85-8017620163C-7. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (561) 571-0010, email wraithellc@whhassociates.com).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date
4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates,

- percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
- d. Itemization of other direct, reimbursable costs (including description and amount)
- e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
- 9. Any applicable discounts
- 10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

Avalon Park West Community Development District
 c/o Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, Florida 33431
 Attn: District Manager

2. Email Address

avalonparkwestcdd@districtap.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except

for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction

contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).

6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND APPROVING CHANGE OF REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*; and

WHEREAS, the District previously designated a registered agent and a registered office location; and

WHEREAS, at this time, the District desires to designate a new registered agent and registered office for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

1. **DESIGNATION OF REGISTERED AGENT.** Craig Wrathell is hereby designated as Registered Agent for the District.
2. **REGISTERED OFFICE.** The District's Registered Office shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.
3. **FILING.** In accordance with Section 189.014, *Florida Statutes*, the District's Secretary is hereby directed to file certified copies of this resolution with the County and the Florida Department of Economic Opportunity.
4. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 25th day of February, 2022.

ATTEST:

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; WAIVING A PORTION OF RULE 1.3(1), RULES OF PROCEDURE; PROVIDING FOR REASONABLE NOTICE OF BOARD MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (“Board”) holds public meetings, hearings, and workshops for the purpose of conducting District business; and

WHEREAS, Section 189.015, *Florida Statutes*, requires that the District file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements, and such regularly scheduled meetings are required to be listed on the District’s website by Section 189.069(2)(a), *Florida Statutes*; and

WHEREAS, Section 286.011(1), *Florida Statutes*, requires the District to provide reasonable notice of all meetings of its Board; and

WHEREAS, the District previously adopted Rule 1.3(1) of its Rules of Procedure providing, among other things, that “Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board,” and that “Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located”; and

WHEREAS, the Board finds that providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District’s website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*; and

WHEREAS, the Board accordingly finds that it is in the District’s best interests to waive the requirement of Rule 1.3(1) that published notice of meetings may not be published more than thirty (30) days before the meeting, and to set forth alternative minimum standards for reasonable notice of Board meetings.

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

SECTION 1. RECITALS. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. FINDINGS. The Board hereby finds providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District's website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*.

SECTION 3. WAIVER. The Board hereby waives the provision of Rule 1.3(1) of the District's Rules of Procedure that the required published notice of meetings may not be published more than thirty (30) days before the meeting. Publication of the quarterly, semiannual, or annual meeting notice as required by Section 189.015, *Florida Statutes*, is deemed to satisfy the requirement for published notice in Rule 1.3(1) of the District's Rules of Procedure for those meetings included in the quarterly, semiannual, or annual notice. This Resolution does not supersede any requirements of the Florida Statutes as to additional published notice required for any meeting or hearing of the District.

SECTION 4. REASONABLE NOTICE.

- A. **Regular meetings.** The District Manager is directed to (a) file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements; (b) post the date, time, and location of all regular meetings on the District's website at least seven (7) days prior to each meeting; and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- B. **Special meetings.** For any meeting not included in the quarterly, semiannual, or annual notice, the District Manager is directed to (a) publish an additional notice at least seven (7) days before said meeting in the manner specified in Rule 1.3(1), and (b) post the date, time, and location on the District's website at least seven (7) days prior to each meeting, and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- C. **Statutorily required notice.** Where the Florida Statutes require published notice of certain meetings or hearings, including but not limited to budget hearings, assessment hearings, rulemaking hearings, and others, the District Manager is directed to strictly comply with such requirements.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 25th day of February, 2022.

ATTEST:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

11

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2022**

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2022**

	General Fund	Debt Service Fund Series 2020	Total Governmental Funds
ASSETS			
Cash	\$157,442	\$ -	\$ 157,442
Investments			
Revenue	-	312,631	312,631
Reserve	-	156,178	156,178
Capitalized interest	-	10	10
Due from Developer	920	-	920
Deposits	8,737	-	8,737
Total assets	<u>\$167,099</u>	<u>\$ 468,819</u>	<u>\$ 635,918</u>
LIABILITIES			
Liabilities:			
Accounts payable	\$ 10,989	\$ -	\$ 10,989
Accounts payable - on-site	743	-	743
Rental deposits	1,400	-	1,400
Developer advance	34,933	-	34,933
Total liabilities	<u>48,065</u>	<u>-</u>	<u>48,065</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	3,849	-	3,849
Total deferred inflows of resources	<u>3,849</u>	<u>-</u>	<u>3,849</u>
FUND BALANCES			
Restricted for			
Debt service	-	468,819	468,819
Unassigned	115,185	-	115,185
Total fund balances	<u>115,185</u>	<u>468,819</u>	<u>584,004</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 167,099</u>	<u>\$ 468,819</u>	<u>\$ 635,918</u>

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment: on-roll	\$ -	\$ 131,565	\$ 131,562	100%
Assessment: off-roll	-	-	64,874	0%
Interlocal agreement - amenity mgr	21,481	21,481	35,139	61%
Interlocal agreement	-	-	50,000	0%
Miscellaneous	-	1,051	-	N/A
Total revenues	<u>21,481</u>	<u>154,097</u>	<u>281,575</u>	55%
EXPENDITURES				
Professional & administrative				
Financial & administrative				
District management	4,000	16,000	48,000	33%
Engineering	845	1,225	5,000	25%
Dissemination agent	167	667	2,000	33%
Trustee fees	-	-	6,500	0%
Tax collector/property appraiser	-	2,631	2,741	96%
Assessment roll preparation	458	1,833	-	N/A
Field operations accounting	-	-	2,250	0%
Telephone	17	66	200	33%
Debt service accounting services	-	-	5,500	0%
Auditing services	-	-	3,500	0%
Arbitrage	-	-	750	0%
Printing & binding	42	167	500	33%
Insurance	-	5,570	5,919	94%
Legal advertising	-	382	1,500	25%
Dues, licenses & fees	-	175	175	100%
Miscellaneous mailings	10	10	500	2%
ADA website compliance	-	-	210	0%
Website hosting, maintenance and backup	-	-	705	0%
Contingency	206	293	500	59%
District counsel	6,116	6,116	15,000	41%
Total professional & administrative	<u>11,861</u>	<u>35,135</u>	<u>101,450</u>	35%

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations				
Electric utility services				
Utility services	3,004	3,413	3,000	114%
Utility - recreation facilities	1,056	3,318	12,000	28%
Garbage/solid waste control services				
Garbage - recreation facilities	146	326	2,500	13%
Solid waste assessment	-	-	500	0%
Water-sewer combination services				
Utility services	670	1,423	4,000	36%
Stormwater control				
Stormwater assessment	-	-	500	0%
Other physical environment				
Property insurance	-	25,523	27,175	94%
Flood insurance	-	-	1,322	0%
Entry & walls maintenance	-	-	500	0%
Landscape maintenance	8,535	30,885	15,500	199%
Irrigation repairs	-	-	2,000	0%
Landscape replacement	-	-	5,000	0%
Lift station maintenance	84	335	1,500	22%
Parks & recreation				
Employee - salaries	3,249	17,968	-	N/A
Management contract	-	-	70,278	0%
Gate maintenance & repair	-	1,269	2,500	51%
Telephone, fax, internet	-	356	1,500	24%
Pool permits	-	-	600	0%
Amenity supplies	121	327	500	65%
Pest control	-	318	500	64%
Clubhouse janitorial service	625	1,755	5,250	33%
Pool service contract	-	2,970	12,000	25%
Maintenance & repair	-	3,540	1,500	236%
Pool/water park maintenance	-	1,322	1,000	132%
Access card system monitoring & maintenance	-	-	4,000	0%
Clubhouse - facility janitorial supplies	292	292	1,000	29%
Office supplies	-	-	1,000	0%
Contingency				
Miscellaneous contingency	-	-	3,000	0%
Total field operations	<u>17,782</u>	<u>95,340</u>	<u>180,125</u>	53%
Total expenditures	<u>29,643</u>	<u>130,475</u>	<u>281,575</u>	46%
Excess/(deficiency) of revenues over/(under) expenditures	(8,162)	23,622	-	
Fund balances - beginning	123,347	91,563	5,857	
Fund balances - ending	<u>\$ 115,185</u>	<u>\$ 115,185</u>	<u>\$ 5,857</u>	

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020 BONDS
FOR THE PERIOD ENDED JANUARY 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 318,999	\$ 319,001	100%
Interest	-	5	-	N/A
Total revenues	<u>-</u>	<u>319,004</u>	<u>319,001</u>	100%
EXPENDITURES				
Debt service				
Interest	-	102,144	204,288	50%
Principal	-	-	105,000	0%
Total debt service	<u>-</u>	<u>102,144</u>	<u>309,288</u>	33%
Other fees & charges				
Property appraiser	-	-	175	0%
Tax collector	-	6,380	6,646	96%
Total other fees and charges	<u>-</u>	<u>6,380</u>	<u>6,821</u>	94%
Total expenditures	<u>-</u>	<u>108,524</u>	<u>316,109</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	-	210,480	2,892	
Net change in fund balances	-	210,480	2,892	
Fund balances - beginning	468,819	258,339	258,329	
Fund balances - ending	<u>\$ 468,819</u>	<u>\$ 468,819</u>	<u>\$ 261,221</u>	

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

12

DRAFT

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

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The Board of Supervisors of the Avalon Park West Community Development District held a Regular Meeting on November 19, 2021 at 10:00 a.m., immediately following the adjournment of the Silverado CDD Meeting at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.

Present were:

Mary Moulton	Chair
Christian Cotter	Vice Chair
Raymond Demby III	Assistant Secretary
Marybel Defillo (via telephone)	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
Tirria Williams	Access Management
Ryan Zook (via telephone)	Silverado CDD Board Member
David Lione	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 11:06 a.m. Supervisors Cotter, Moulton and Demby were present, in person. Supervisor Defillo was present via telephone. Supervisor Halle was not present.

SECOND ORDER OF BUSINESS

Public Comments

Resident David Lione asked for the extent to which the project with Forestar would impact the Amenity Center and what route the trucks would use to haul the fill. He was

39 concerned that they would be entering from the back of Hawthorne Village. Ms. Stewart
 40 confirmed that the Amenity Center would be closed for safety reasons. She identified the exit
 41 route on the map, which showed where trucks would eventually arrive at the Forestar
 42 Development. The project will be supervised and areas cleaned up and restored to their original
 43 conditions. She would confirm with the Development Team that the impact will strictly be at
 44 the Amenity Center and the route is only the main road. The New River CDD would notify
 45 Avalon Park CDD homeowners about the facility, road closures and any related changes.

46 Mr. Lione reported that D.R. Horton was building entrance monuments at the far
 47 northwest end of the CDD. He asked where the future connection will go. Ms. Moulton stated
 48 that Forestar installed the monuments. An update about the connection would be provided at
 49 the next meeting.

50

51 **THIRD ORDER OF BUSINESS**

**Consideration of All Done Services, Inc.
Rate Increase**

52

53

54 Mr. Mazzoni recommended the Board approve the All Done Services, Inc., rate increase,
 55 which is nominal. It would go into effect in December and would probably be the last invoice
 56 before the CDD janitorial services becomes part of the HOA budget, which was to be approved
 57 in January, 2022.

58

59 **On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, the**
 60 **All Done Services, Inc. Rate Increase and authorizing District Staff to send a**
 61 **letter confirming acceptance, was approved.**

62

63

64 **FOURTH ORDER OF BUSINESS**

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

65

66

67

68 Mr. Earlywine reported that Ms. Stewart was working on the 24-page template and
 69 would present a proposal at the next meeting. This item was deferred.

70

71 **FIFTH ORDER OF BUSINESS****Discussion: Temporary Closure of APW
CDD Amenity Center**

72

73

74 • **Consideration of Temporary Access and Staging Easement**

75 Mr. Earlywine presented the Temporary Access and Construction Staging Easement for
76 approval, in substantial form, subject to review by Developer's Counsel.

77 The following associated with the project was discussed:

78 ➤ The project would take a few months to complete. It would commence on November
79 22, 2021 and is expected to be completed at the end of February 2022. The project was
80 scheduled in the winter months to not disrupt summer access to the Amenity Center.

81 ➤ The Amenity Center may remain open Thanksgiving week, if mobilization is not finalized
82 and Forestar has not yet executed the contract, as it requires several department reviews.

83 ➤ Access Management was asked stop taking reservations for the Amenity Center. The last
84 event would occur for those scheduled this week. Mr. Halle and Mr. Garrity were reviewing the
85 logistics to determine if the Amenity Center can open from December 10 through December 12,
86 2021, for a preplanned event, subject to a walkthrough to deem the area safe.

87 ➤ Mr. Patrick Allen, of Access Management, would remain employed by the CDD.

88 ➤ Trash collection: A response from the Land Development Department was pending. Ms.
89 Cerbone would be advised about homeowners being able to access the dumpsters during
90 construction. Ms. Cerbone stated she would advise Mr. Mark Vega that this matter is pending.

91 ➤ Mr. Mazzoni was asked to review the route and give Mr. Cotter suggestions of how to
92 keep trash from being visible and for making the collection process easy for the truck to access.

93 ➤ Mr. Mazzoni was asked to contact a homeowner to schedule her planned event at the
94 New River facility. Ms. Moulton wanted to see if it is possible to clean up the area so the
95 homeowner can hold her event at Avalon, along with scheduled Avalon Park events.

96 ➤ Mr. Mazzoni thanked New River CDD Staff for accommodating Avalon Park
97 homeowners' events.

98 ➤ If opening the Amenity Center is possible, Mr. Cotter was designated to coordinate the
99 on-site walkthrough with Mr. Halle on December 10, 2021, before noon, to determine if the

100 area is deemed safe to hold the event on December 12, 2021; invites would be sent to Ms.
101 Cerbone, Ms. Defillo and Mr. Allen and Mr. Mazzoni from Access Management.

102

103 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the**
104 **Temporary Access and Construction Staging Easement Agreement with**
105 **Forestar (USA) Real Estate Group, Inc, in substantial form, subject to review by**
106 **Developer's Counsel, was approved.**

107

108

109 **SIXTH ORDER OF BUSINESS**

Consideration of Conveyance Items

110

111 Mr. Earlywine stated the following conveyances were due diligence items. He reviewed
112 the conveyance map and its correlation to each of the conveyance items, as it relates to Phase
113 1 due diligence. The document behind Tab D was included for informational purposes only, as it
114 did not involve the CDD. He was working on the scope of work to attached to the Maintenance
115 Agreement with the HOA. He instructed the Engineer to update the South Florida Water
116 Management (SFWMD) permit, as they need to split and define those ponds that are outside
117 and within the CDD's boundaries.

118 Ms. Moulton stated that these items clarify the CDD's obligations; funds were already
119 included in the budget.

120 **A. Review of Conveyance Map**

121 **B. Deed from New River CDD to Avalon Park West CDD**

122 **C. Deed from Forestar to Avalon Park West CDD**

123 **D. Deed from Forestar to Avalon Park West HOA (Informational Purposes Only)**

124 **E. Assignment of Plat Rights**

125 **F. Consideration of Temporary Construction Easement**

126

127 **On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, the**
128 **Deed from New River CDD to Avalon Park West CDD, the Deed from Forestar to**
129 **Avalon Park West CDD, the Assignment of Plat Rights from New River CDD to**
130 **Avalon Park West Homeowner's Association, Inc., and the Temporary**
131 **Construction Easement, in substantial form, and authorizing the Chair or Vice**
132 **Chair to execute, was approved.**

133

134 In response to a question, Mr. Earlywine stated he would follow up with New River CDD
 135 regarding any comments to the documents that were just prepared and sent this week. Ms.
 136 Cerbone would keep the executed documents at her office until they hear back from Forestar.

137

138 **SEVENTH ORDER OF BUSINESS** **Consideration of CDD/HOA Maintenance**
 139 **Agreement**

140

141 The CDD/HOA Maintenance Agreement was presented.

142

143 **On MOTION by Mr. Moulton and seconded by Mr. Cotter, with all in favor, the**
 144 **Maintenance Agreement between the Avalon Park West CDD and the Avalon**
 145 **Park West Homeowners Association, Inc., in substantial form subject to Mr.**
 146 **Earlywine finalizing the scope of work, and authorizing the Chair or Vice Chair**
 147 **to execute, was approved.**

148

149

150 **EIGHTH ORDER OF BUSINESS** **Approval of October 29, 2021 Regular**
 151 **Meeting Minutes**

152

153 Ms. Cerbone presented the October 29, 2021 Regular Meeting Minutes.

154

155 **On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, the**
 156 **October 29, 2021 Regular Meeting Minutes, as presented, were approved.**

157

158

159 **NINTH ORDER OF BUSINESS** **Staff Reports**

160

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

- 162 • **Update: Letter Regarding Spa Warranty Claim**

163 Mr. Earlywine reported that the General Liability Insurance Carrier for Bob’s Pools and
 164 Screens contacted him in response to his letter about resolving the issues with the spa
 165 equipment not functioning properly. He and Mr. Halle provided background about the claim
 166 and advised him to contact Mr. Mazzoni directly. Mr. Mazzoni had not received any calls as of
 167 yesterday. Ms. Cerbone advised that she copied Mr. Mazzoni on an email to the vendor asking
 168 why they submitted an invoice, which she would not process.

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

170 There was nothing to report.

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

172 Mr. Mazzoni discussed the upcoming Operations Management transition and
173 introduced Ms. Tirria Williams as the HOA Manager and the new CDD Field Operations
174 Manager, effective December 1, 2021. Ms. Williams has worked actively for the CDD over the
175 last six weeks under his guidance and would be working with Mr. Allen in managing the CDD
176 operations. Mr. Mazzoni stated he would continue to be a resource for the CDD, as his new role
177 is with Access Management.

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

- 179 • **NEXT MEETING DATE: December 17, 2021, *immediately following the***
180 ***adjournment of the Silverado CDD meeting, schedule to commence at 10:00***
181 ***A.M.***

182 ○ **QUORUM CHECK**

183 Ms. Cerbone reported that the Amenity Center meeting location would be temporarily
184 unavailable for the December 2021 and January and February 2022 CDD meetings.

185 The Board directed Ms. Cerbone to change the meeting location to the New River CDD
186 Clubhouse and, if any of the dates are not available, she should find an alternate location and
187 advertise accordingly, subject to the Chair’s approval.

188 Mr. Demby stated he would not attend the December meeting. Ms. Cerbone stated
189 that the December meeting might be cancelled, if there are no urgent matters to address.

190

191 **TENTH ORDER OF BUSINESS**

Board Members’ Comments/Requests

192

193 There were no Board Members’ comments or requests.

194

195 **ELEVENTH ORDER OF BUSINESS**

Public Comments

196

197 There were no public comments.

198

199

200 **TWELFTH ORDER OF BUSINESS**

Adjournment

201

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

203

204 **On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, the**
205 **meeting adjourned at 11:36 a.m.**

206

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212

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

213
214
215
216
217
218

Secretary/Assistant Secretary

Chair/Vice Chair

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

13C



AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC.
February 17, 2022 | Tirria Williams - Field Ops Manager

Tirria Williams
HOA Manager & Field Operations Manager
twilliams@accessdifference.com

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

FIELD NOTES:

COMPLETED PROJECTS / CONCERNS:

- **Landscaping** – Two trees along the Blvd. were crooked, they were straightened by Grandview. Due to the cold front, the landscaping at the sales office is dead, Paul from Grandview has been contacted.
- **Property Inspection:** January 14, 2022 Mary Moulton, Christian Cotter, Patty Desthers, and I met with Paul Finora from Grandview and Kevin Wilt from Solitude to discuss the scope of work since the property is developing quickly. This inspection was to ensure everything was being covered and if anything would need to be added.
- **Events:** Patrick has reported, after the events held at Avalon, numerous amounts of trash is left behind for cleanup.
- **Vacation:** While Patrick was on vacation, I was out at both locations New River and Avalon. During my visits, I picked up trash at the pool area (New River). Each visit the trash can lids were flipped over near the playground area by individuals and vendors placed trash in the cans located inside by the pool.



- **Truck:** The truck has been purchased and is parked at the New River Location.

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

13D

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2021 <i>rescheduled to October 29, 2021</i>	Regular Meeting	10:00 AM*
October 29, 2021	Regular Meeting	10:00 AM*
November 19, 2021*	Regular Meeting	10:00 AM*
December 17, 2021* CANCELED	Regular Meeting	10:00 AM*
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
January 28, 2022 CANCELED	Regular Meeting	10:00 AM*
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
February 25 2022	Regular Meeting	10:00 AM*
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
March 25, 2022	Regular Meeting	10:00 AM*
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*