

AVALON PARK WEST

**COMMUNITY DEVELOPMENT
DISTRICT**

August 23, 2024

BOARD OF SUPERVISORS

**PUBLIC HEARINGS
AND REGULAR
MEETING AGENDA**

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Avalon Park West Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

August 16, 2024

ATTENDEES:

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

Board of Supervisors

Avalon Park West Community Development District

Dear Board Members:

The Board of Supervisors of the Avalon Park West Community Development District will hold Public Hearings and a Regular Meeting on August 23, 2024 at 10:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consider Appointment to Fill Unexpired Term of Seat 2; *Term Expires November 2024*
 - Administration of Oath of Office *(the following will also be provided in a separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2024-16, Electing and Removing Officers of the District and Providing for an Effective Date
5. Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2024-17, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

6. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2024-18, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
7. Update: Egis Insurance & Risk Advisors - Site Visit Report
8. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting
9. Consideration of Resolution 2024-19, Amending Resolution 2024-10 to Reset the Date, Time, and Location of the Public Hearing Regarding the Amended and Restated Recreational Facilities Rules; Providing a Severability Clause; and Providing an Effective Date
 - Presentation of Amended and Restated Recreational Facilities Rules
10. Consideration of Resolution 2024-15, District Directing the Chairman and District Staff to Take All Actions Necessary to Withdraw the Petition Filed with the Pasco County Board of County Commissioners Requesting the Adoption of an Ordinance Amending the District's Boundary; and Providing an Effective Date
 - A. Boundary Amendment Funding Agreement
11. Consideration of Letter Agreement for the Assignment of Amenity Management Agreement and Assignment of Cost Share Agreement
 - A. Amended and Restated CDD / HOA Maintenance Agreement
12. Acceptance of Unaudited Financial Statements as of July 31, 2024
13. Approval of May 30, 2024 Regular Meeting Minutes
14. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*

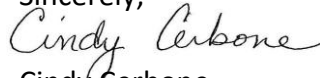
- B. District Engineer: *Stantec Consulting Services*
 - Update: Speed Tables
- C. Operations Manager: *Access Management*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: September 27, 2024 at 10:00 AM
 - QUORUM CHECK

SEAT 1	JOHN WIGGINS	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2		<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	MARY MOULTON	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JOSH TEPPER	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	CHRISTIAN COTTER	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 15. Board Members' Comments/Requests
- 16. Public Comments
- 17. Adjournment

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

Sincerely,


Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 131 733 0895

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

3A

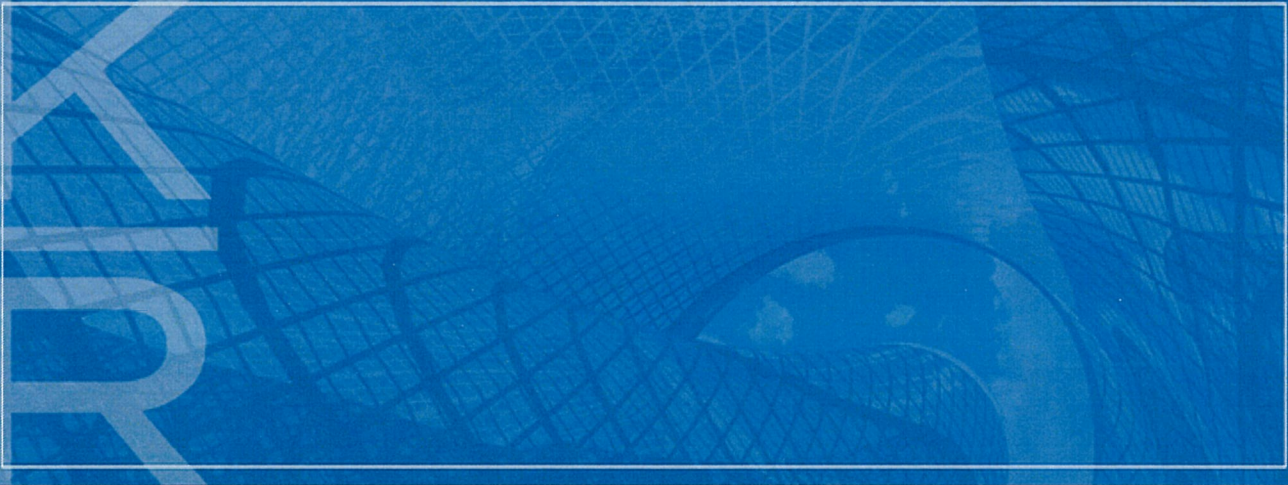
Daphne Gillyard

From: Kutak Rock Development and Improvement Districts Group
<communications@kutakrock.com>
Sent: Friday, January 5, 2024 4:49 PM
To: Cindy Cerbone
Subject: Ethics Training 2024

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

KUTAKROCK

Development and Improvement Districts Practice Group



ABOUT US

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NEWS & PUBLICATIONS

District Managers,

As of January 1, 2024, all Board Supervisors of Florida Community special districts are required to complete four (4) hours of ethics training each year that addresses at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of Florida. The purpose of this email is to notify you of free, on-demand resources available to Board Supervisors to satisfy this requirement. Further information regarding the requisite training is available on the [Florida Commission on Ethics' \("COE"\) website](#).

Please share this information with Board Supervisors or include in the next available agenda package. As always, if you have any questions, please do not hesitate to reach out to your Kutak Rock attorney.

Free Training Resources

The COE has produced several free, online training tutorials that will satisfy the ethics component of the annual training. The on-demand videos are available at the link below. Further, the website provides additional links to resources that Supervisors can access to complete the training requirements.

Florida Commission on Ethics Training Resources

Please note that the COE-produced content only provides free training for the ethics component of the annual training. However, the Office of the Attorney General of the State of Florida offers a free, two-hour online audio course that covers the Sunshine Law and Public Records Act components of the requisite training. The on-demand audio course is available at the link below.

Office of the Attorney General Training Resources

Compliance

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

We have received multiple inquiries as to whether Board Supervisors are required to annually file Form 6 in addition to Form 1. Currently, Board Supervisors continue to be exempt from the requirement to file Form 6.

Finally, with respect to the annual filing of Form 1, beginning this year the Commission on Ethics will be requiring electronic submission of Form 1. Filers, including Board Supervisors, should be receiving an email directly from the Commission on Ethics, providing detailed information about the electronic filing process and the upcoming deadline of July 1, 2024. Note the submission of the forms will no longer be handled through county Supervisor of Election's offices.

Kutak Rock's Development and Improvement Districts Practice Group

Kutak Rock's Florida Development and Improvement Districts Practice Group



Jonathan Johnson
Partner

(850) 264-6882



Lindsay Whelan
Partner

(850) 692-7308



Joseph Brown
Partner

(850) 692-7303



Katie Buchanan
Partner

(850) 294-5184



Michael Eckert
Partner

(850) 567-0558



Wesley Haber
Partner

(850) 566-3413



Tucker Mackie
Partner

(850) 692-7300



Sarah Sandy
Partner

(850) 556-5947



Alyssa Willson
Partner

(850) 661-9973



Jere Earlywine
Of Counsel

(850) 692-7300



Bennett Davenport
Associate

(850) 692-7300



Ryan Dugan
Associate

(850) 692-7333



Kate John
Associate

(850) 692-7330



Kyle Magee
Associate

(850) 692-7300



Michelle Rigoni
Associate

(850) 692-7310



Ashley Ligas
Attorney

(850) 692-7300



Cheryl Stuart
Attorney

(850) 692-7300



Betty Zachem
Attorney

(850) 692-7300



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107 W College Ave, Tallahassee, Florida 32301



2023 Form 1 - Statement of Financial Interests

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500 in major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write "none" or "n/a")

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000)
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

Liabilities

LIABILITIES (Major debts valued over \$10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

2023 Form 1 Instructions

Statement of Financial Interests

Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

When To File:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

3B

BOARD OF SUPERVISORS

MEMBERSHIP, OBLIGATIONS AND RESPONSIBILITIES

A Community Development District ("District") is a special-purpose unit of local government which is established pursuant to and governed by Chapter 190, Florida Statutes.

The Board

The Community Development District ("District") is governed by a five (5)-member Board of Supervisors ("Board"). Member of the Board "Supervisor(s)" are elected in accordance with Section 190.006, F.S., either upon a one (1)-vote per one (1)-acre basis ("landowner voting") or through traditional elections ("resident voting"), depending upon the number of registered voters in the District and the length of time which has passed since the establishment of the District.

A CDD Board typically meets once per month, but may meet more often if necessary. Board meetings typically last from one (1) to three (3) hours, depending upon the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with an agenda package which will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these packages prior to each meeting, and may consult with District Staff (General Counsel, Management, Engineering, etc.) concerning the business to be addressed.

Qualifications of Supervisors

Each Supervisor must be a resident of the state of Florida and a citizen of the United States. Once a District has transitioned to resident voting, Supervisors must also be residents of the District.

Compensation

By statute, Board Members are entitled to be paid \$200 per meeting for their service, up to an annual cap of \$4,800 per year. To achieve the statutory cap, the District would have to meet twice each month, which is rare.

Sometimes Supervisors who are employees of the primary landowner waive their right to compensation, although this is not always the case.

Responsibilities of Supervisors

The position of Supervisor is that of an elected local public official. It is important to always remember that serving as an elected public official of a District carries with it certain restrictions and obligations. Each Supervisor, upon taking office, must subscribe to an oath of office acknowledging that he/she is a public officer, and as a recipient of public funds, a supporter of the constitutions of the State of Florida and of the United States of America.

Each Supervisor is subject to the same financial disclosure requirements as any other local elected official and must file a Statement of Financial Interests disclosing

sources of income, assets, debts, and other financial data, with the Supervisor of Elections in the County where he/she resides.

A Supervisor must act in accordance with the Code of Ethics for Public Officers and Employees, codified at Part III, Chapter 112, F.S., which addresses acceptance of gifts, conflicts of interest, etc. By law, it is not a conflict of interest for an employee of the developer to serve on a CDD Board of Supervisors.

Since a District is a unit of local government, the Sunshine Law (Chapter 286, F.S.) applies to Districts and to the Supervisors who govern them. In brief, the Sunshine Law states that two(2) or more Supervisors may never meet outside of a publicly noticed meeting of the Board and/to discuss District business.

Florida's Public Records Law (Chapter 119, F.S.) also applies to Districts and Supervisors. All records of the District, and the records of each individual Supervisor relating to the District, are public records. As such, any member of the public may inspect them upon request. Supervisors are therefore urged to keep any District records or documents in a separate file to allow ease of access by the public or press.

Conclusion

The position of Supervisor of a Community Development District is an important one, requiring both the time and the dedication to fulfill the responsibilities of a position of public trust. It should not be undertaken lightly. Each new Supervisor should enter office fully cognizant of the ethical, legal, and time requirements which are incumbent upon those who serve as Supervisors.

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

3C

FLORIDA COMMISSION ON ETHICS



GUIDE to the SUNSHINE AMENDMENT and CODE of ETHICS for Public Officers and Employees

2024

State of Florida

COMMISSION ON ETHICS

Ashley Lukis, *Chair*
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Indialantic

Freddie Figgers
Fort Lauderdale

Luis M. Fusté
Coral Gables

Wengay M. Newton, Sr.
St. Petersburg

Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

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I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec. 112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly

were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. Unauthorized Compensation

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. Abuse of Public Position

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. **PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. FORM 1 - Limited Financial Disclosure

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other

than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000*, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*Conduct occurring after May 11, 2023, will be subject to a recommended civil penalty of up to \$20,000. [Ch. 2023-49, Laws of Florida.]

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. *Who Can Request an Opinion*

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. *How to Request an Opinion*

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. *How to Obtain Published Opinions*

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), and commissioners of community development districts are required to receive a total of four hours training, per calendar year, in the area of ethics, public

records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

3D

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY COUNTY	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2024-16

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

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

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective August 23, 2024:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of August 23, 2024:

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

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Jamie Sanchez is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 23RD DAY OF AUGUST, 2024.

ATTEST:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

5A

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pasco


} ss

Before the undersigned authority personally appeared **Jean Mitotes** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Notice of FY2025 Budget Hearing** was published in said newspaper by print in the issues of: 8/ 7/24 or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pasco** County, Florida and that the said newspaper has heretofore been continuously published in said **Pasco** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pasco** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



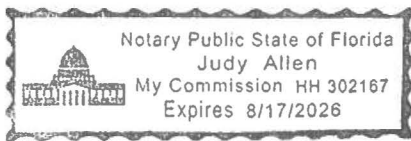
Signature Affiant

Sworn to and subscribed before me this **08/07/2024**


Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

**AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT****NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the Avalon Park West Community Development District ("District") will hold a public hearing on **August 23, 2024 at 10:00 a.m. at Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545** for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("**Proposed Budget**") of the District for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431 ("**District Manager's Office**"), during normal business hours, or by visiting the District's website at <https://www.avalonparkwestcdd.org/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

August 7, 2024

District Manager

0000353920

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

5B

RESOLUTION 2024-17

THE ANNUAL APPROPRIATION RESOLUTION OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2024, submitted to the Board of Supervisors (“**Board**”) of the Avalon Park West Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Avalon Park West Community Development District for the Fiscal Year Ending September 30, 2025."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2024/2025, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2024/2025 or within 60 days following the end of the Fiscal Year 2024/2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 23RD DAY OF AUGUST, 2024.

ATTEST:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Title: _____

By: _____
Its: _____

Exhibit A: Fiscal Year 2024/2025 Budget(s)

Exhibit A: Fiscal Year 2024/2025 Budget(s)

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025
PROPOSED BUDGET**

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
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**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: on-roll	\$ 152,413				\$ 297,255
Allowable discounts (4%)	(6,097)				(11,890)
Assessment levy: net	146,316	\$ 146,070	\$ 246	\$ 146,316	285,365
Interest and miscellaneous	-	3,602	-	3,602	-
Total revenues	146,316	149,672	246	149,918	285,365
EXPENDITURES					
Professional & administrative					
Supervisors	-	-	-	-	2,153
District management	48,000	24,000	24,000	48,000	48,000
Legal general counsel	25,000	11,070	13,930	25,000	25,000
Engineering	7,500	4,033	3,467	7,500	7,500
Audit	4,000	-	4,000	4,000	4,000
Arbitrage rebate calculation	2,250	-	2,250	2,250	2,250
Dissemination agent	3,000	1,500	1,500	3,000	3,000
Trustee	14,000	8,277	5,723	14,000	14,000
Telephone	200	100	100	200	200
Postage	500	125	375	500	500
Printing & binding	500	250	250	500	500
Legal advertising	2,500	250	2,250	2,500	2,500
Annual special district fee	175	175	-	175	175
Insurance: general liability	6,586	6,197	-	6,197	7,000
Website	705	705	-	705	705
ADA website compliance	210	-	210	210	210
Contingencies	500	789	-	789	500
EMMA software service	-	1,000	-	1,000	1,000
Total professional & administrative	115,626	58,471	58,055	116,526	119,193

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Proposed Budget FY 2025
Field operations					
Field operations management	-	-	-	-	12,600
Electric utility services					
Utility services	-	-	-	-	5,200
Utility - recreation facilities	-	-	-	-	15,639
Garbage/solid waste control services					
Garbage - recreation facilities	-	-	-	-	2,880
Solid waste assessment	-	1,453	-	1,453	550
Water-sewer combination services					
Utility services	-	-	-	-	9,413
Stormwater control					
Stormwater assessment	-	-	-	-	550
Other physical environment					
Property insurance	25,413	20,296	5,117	25,413	25,413
Flood insurance	2,230	1,980	250	2,230	2,230
Entry & walls maintenance	-	-	-	-	650
Gate maintenance & repair	-	-	-	-	3,423
Telephone, fax, internet	-	-	-	-	1,680
Pool permits	-	-	-	-	200
Amenity supplies	-	-	-	-	1,500
Pest control	-	-	-	-	1,996
Clubhouse janitorial service	-	-	-	-	8,110
Pool service contract	-	-	-	-	37,176
Maintenance & repair	-	-	-	-	8,640
Pool/water park maintenance	-	-	-	-	3,200
Clubhouse - facility janitorial supplies	-	-	-	-	1,800
Office supplies	-	-	-	-	1,200
Contingency					
Miscellaneous contingency	-	-	-	-	4,000
Commercial assessment contingency	-	-	-	-	12,175
Total field operations	27,643	23,729	5,367	29,096	160,225
Other fees and charges					
Property taxes	-	493	-	493	-
Property appraiser & tax collector	3,048	2,919	129	3,048	5,945
Total other fees and charges	3,048	3,412	129	3,541	5,945
Total expenditures	146,317	85,612	63,551	149,163	285,363
Excess/(deficiency) of revenues over/(under) expenditures	(1)	64,060	(63,305)	755	2
Fund balance - beginning (unaudited)	87,702	124,056	188,116	124,056	124,811
Fund balance - ending (projected)					
Assigned					
3 months working capital	62,251	62,251	62,251	62,251	76,591
Unassigned	25,450	125,865	62,560	62,560	48,222
Fund balance - ending (projected)	\$ 87,701	\$ 188,116	\$ 124,811	\$ 124,811	\$ 124,813

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 2,153
Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of District management	48,000
Wrathell, Hunt and Associates, LLC , specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings and operate and maintain the assets of the community.	
Legal general counsel	25,000
Provides on-going general counsel legal representation and, in this arena, these lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.	
Engineering	7,500
Provides a broad array of engineering, consulting and construction services to the District, which assists in crafting solutions with sustainability for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	4,000
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to Florida State Law and the rules and guidelines of the Florida Auditor General.	
Arbitrage rebate calculation	2,250
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent fees	3,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934.	
Trustee	14,000
Annual fees paid to U.S. Bank for services provided as trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, checks, envelopes, copies, agenda packages, etc.	
Legal advertising	2,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Annual special district fee	175
Insurance: general liability	7,000
The District carries public officials and general liability insurance.	
Website	705
ADA website compliance	210
Contingencies	500
Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.	
EMMA software service	1,000
The Tax Collector's fee is 1.5% of assessments collected.	
Field operations	
Field operations management	12,600
Electric utility services	
Utility services	5,200
Utility - recreation facilities	15,639
Garbage/solid waste control services	
Garbage - recreation facilities	2,880
Solid waste assessment	550
Water-sewer combination services	
Utility services	9,413
Stormwater control	
Stormwater assessment	550
Other physical environment	
Property insurance	25,413
Flood insurance	2,230
Entry & walls maintenance	650
Gate maintenance & repair	3,423
Telephone, fax, internet	1,680
Pool permits	200
Amenity supplies	1,500
Pest control	1,996
Clubhouse janitorial service	8,110
Pool service contract	37,176
Maintenance & repair	8,640
Pool/water park maintenance	3,200
Clubhouse - facility janitorial supplies	1,800
Office supplies	1,200
Miscellaneous contingency	4,000
Commercial assessment contingency	12,175
Other fees and charges	
Property appraiser & tax collector	5,945
The tax collector's fee is 0.5%.	
Total expenditures	<u><u>\$285,363</u></u>

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2020
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ 332,293				\$ 332,293
Allowable discounts (4%)	(13,292)				(13,292)
Assessment levy: net	319,001	\$ 318,530	\$ 471	\$ 319,001	319,001
Interest	-	6,532	-	6,532	-
Total revenues	319,001	325,062	471	325,533	319,001
EXPENDITURES					
Debt service					
Principal	110,000	-	110,000	110,000	115,000
Interest	198,913	99,456	99,457	198,913	196,163
Total debt service	308,913	99,456	209,457	308,913	311,163
Other fees & charges					
Property appraiser	175	-	175	175	175
Tax collector	6,646	6,365	281	6,646	6,646
Total other fees & charges	6,821	6,365	456	6,821	6,821
Total expenditures	315,734	105,821	209,913	315,734	317,984
Excess/(deficiency) of revenues over/(under) expenditures	3,267	219,241	(209,442)	9,799	1,017
Fund balance:					
Beginning fund balance (unaudited)	268,492	278,015	497,256	278,015	287,814
Ending fund balance (projected)	\$ 271,759	\$ 497,256	\$ 287,814	\$ 287,814	288,831
Use of fund balance:					
Debt service reserve account balance (required)					(156,178)
Interest expense - November 1, 2025					(96,644)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 36,009

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2020 (2020 PROJECT AREA) BONDS AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/24			98,081.25	98,081.25	5,170,000.00
05/01/25	115,000.00	2.500%	98,081.25	213,081.25	5,055,000.00
11/01/25			96,643.75	96,643.75	5,055,000.00
05/01/26	120,000.00	3.250%	96,643.75	216,643.75	4,935,000.00
11/01/26			94,693.75	94,693.75	4,935,000.00
05/01/27	125,000.00	3.250%	94,693.75	219,693.75	4,810,000.00
11/01/27			92,662.50	92,662.50	4,810,000.00
05/01/28	125,000.00	3.250%	92,662.50	217,662.50	4,685,000.00
11/01/28			90,631.25	90,631.25	4,685,000.00
05/01/29	130,000.00	3.250%	90,631.25	220,631.25	4,555,000.00
11/01/29			88,518.75	88,518.75	4,555,000.00
05/01/30	135,000.00	3.250%	88,518.75	223,518.75	4,420,000.00
11/01/30			86,325.00	86,325.00	4,420,000.00
05/01/31	140,000.00	3.750%	86,325.00	226,325.00	4,280,000.00
11/01/31			83,700.00	83,700.00	4,280,000.00
05/01/32	145,000.00	3.750%	83,700.00	228,700.00	4,135,000.00
11/01/32			80,981.25	80,981.25	4,135,000.00
05/01/33	150,000.00	3.750%	80,981.25	230,981.25	3,985,000.00
11/01/33			78,168.75	78,168.75	3,985,000.00
05/01/34	155,000.00	3.750%	78,168.75	233,168.75	3,830,000.00
11/01/34			75,262.50	75,262.50	3,830,000.00
05/01/35	160,000.00	3.750%	75,262.50	235,262.50	3,670,000.00
11/01/35			72,262.50	72,262.50	3,670,000.00
05/01/36	170,000.00	3.750%	72,262.50	242,262.50	3,500,000.00
11/01/36			69,075.00	69,075.00	3,500,000.00
05/01/37	175,000.00	3.750%	69,075.00	244,075.00	3,325,000.00
11/01/37			65,793.75	65,793.75	3,325,000.00
05/01/38	180,000.00	3.750%	65,793.75	245,793.75	3,145,000.00
11/01/38			62,418.75	62,418.75	3,145,000.00
05/01/39	190,000.00	3.750%	62,418.75	252,418.75	2,955,000.00
11/01/39			58,856.25	58,856.25	2,955,000.00
05/01/40	195,000.00	3.750%	58,856.25	253,856.25	2,760,000.00
11/01/40			55,200.00	55,200.00	2,760,000.00
05/01/41	205,000.00	4.000%	55,200.00	260,200.00	2,555,000.00
11/01/41			51,100.00	51,100.00	2,555,000.00
05/01/42	210,000.00	4.000%	51,100.00	261,100.00	2,345,000.00
11/01/42			46,900.00	46,900.00	2,345,000.00
05/01/43	220,000.00	4.000%	46,900.00	266,900.00	2,125,000.00
11/01/43			42,500.00	42,500.00	2,125,000.00
05/01/44	230,000.00	4.000%	42,500.00	272,500.00	1,895,000.00
11/01/44			37,900.00	37,900.00	1,895,000.00

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2020 (2020 PROJECT AREA) BONDS AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
05/01/45	240,000.00	4.000%	37,900.00	277,900.00	1,655,000.00
11/01/45			33,100.00	33,100.00	1,655,000.00
05/01/46	250,000.00	4.000%	33,100.00	283,100.00	1,405,000.00
11/01/46			28,100.00	28,100.00	1,405,000.00
05/01/47	260,000.00	4.000%	28,100.00	288,100.00	1,145,000.00
11/01/47			22,900.00	22,900.00	1,145,000.00
05/01/48	270,000.00	4.000%	22,900.00	292,900.00	875,000.00
11/01/48			17,500.00	17,500.00	875,000.00
05/01/49	280,000.00	4.000%	17,500.00	297,500.00	595,000.00
11/01/49			11,900.00	11,900.00	595,000.00
05/01/50	290,000.00	4.000%	11,900.00	301,900.00	305,000.00
11/01/50			6,100.00	6,100.00	305,000.00
05/01/51	305,000.00	4.000%	6,100.00	311,100.00	-
Total	5,170,000.00		3,294,550.00	8,464,550.00	

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ 429,955				\$ 429,955
Allowable discounts (4%)	(17,198)				(17,198)
Assessment levy: net	412,757	\$ 412,170	\$ 587	\$ 412,757	412,757
Interest	-	5,990	-	5,990	-
Total revenues	412,757	418,160	587	418,747	412,757
EXPENDITURES					
Debt service					
Principal	90,000	-	90,000	90,000	95,000
Interest	314,383	157,191	157,192	314,383	310,445
Total debt service	404,383	157,191	247,192	404,383	405,445
Other fees & charges					
Property appraiser	2,150	-	2,150	2,150	2,150
Tax collector	8,599	8,236	-	8,236	8,599
Total other fees & charges	10,749	8,236	2,150	10,386	10,749
Total expenditures	415,132	165,427	249,342	414,769	416,194
Excess/(deficiency) of revenues over/(under) expenditures	(2,375)	252,733	(248,755)	3,978	(3,437)
Fund balance:					
Beginning fund balance (unaudited)	360,765	276,063	528,796	276,063	280,041
Ending fund balance (projected)	\$ 358,390	\$ 528,796	\$ 280,041	\$ 280,041	276,604
Use of fund balance:					
Debt service reserve account balance (required)					(101,039)
Interest expense - November 1, 2025					(153,144)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 22,421

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/24			155,222.50	155,222.50	5,720,000.00
05/01/25	95,000.00	4.375%	155,222.50	250,222.50	5,625,000.00
11/01/25			153,144.38	153,144.38	5,625,000.00
05/01/26	100,000.00	4.375%	153,144.38	253,144.38	5,525,000.00
11/01/26			150,956.88	150,956.88	5,525,000.00
05/01/27	100,000.00	4.375%	150,956.88	250,956.88	5,425,000.00
11/01/27			148,769.38	148,769.38	5,425,000.00
05/01/28	105,000.00	4.700%	148,769.38	253,769.38	5,320,000.00
11/01/28			146,301.88	146,301.88	5,320,000.00
05/01/29	110,000.00	4.700%	146,301.88	256,301.88	5,210,000.00
11/01/29			143,716.88	143,716.88	5,210,000.00
05/01/30	115,000.00	4.700%	143,716.88	258,716.88	5,095,000.00
11/01/30			141,014.38	141,014.38	5,095,000.00
05/01/31	125,000.00	4.700%	141,014.38	266,014.38	4,970,000.00
11/01/31			138,076.88	138,076.88	4,970,000.00
05/01/32	130,000.00	4.700%	138,076.88	268,076.88	4,840,000.00
11/01/32			135,021.88	135,021.88	4,840,000.00
05/01/33	135,000.00	5.500%	135,021.88	270,021.88	4,705,000.00
11/01/33			131,309.38	131,309.38	4,705,000.00
05/01/34	145,000.00	5.500%	131,309.38	276,309.38	4,560,000.00
11/01/34			127,321.88	127,321.88	4,560,000.00
05/01/35	150,000.00	5.500%	127,321.88	277,321.88	4,410,000.00
11/01/35			123,196.88	123,196.88	4,410,000.00
05/01/36	160,000.00	5.500%	123,196.88	283,196.88	4,250,000.00
11/01/36			118,796.88	118,796.88	4,250,000.00
05/01/37	170,000.00	5.500%	118,796.88	288,796.88	4,080,000.00
11/01/37			114,121.88	114,121.88	4,080,000.00
05/01/38	180,000.00	5.500%	114,121.88	294,121.88	3,900,000.00
11/01/38			109,171.88	109,171.88	3,900,000.00
05/01/39	190,000.00	5.500%	109,171.88	299,171.88	3,710,000.00
11/01/39			103,946.88	103,946.88	3,710,000.00
05/01/40	200,000.00	5.500%	103,946.88	303,946.88	3,510,000.00
11/01/40			98,446.88	98,446.88	3,510,000.00
05/01/41	210,000.00	5.500%	98,446.88	308,446.88	3,300,000.00
11/01/41			92,671.88	92,671.88	3,300,000.00
05/01/42	225,000.00	5.500%	92,671.88	317,671.88	3,075,000.00
11/01/42			86,484.38	86,484.38	3,075,000.00
05/01/43	235,000.00	5.625%	86,484.38	321,484.38	2,840,000.00
11/01/43			79,875.00	79,875.00	2,840,000.00
05/01/44	250,000.00	5.625%	79,875.00	329,875.00	2,590,000.00
11/01/44			72,843.75	72,843.75	2,590,000.00
05/01/45	265,000.00	5.625%	72,843.75	337,843.75	2,325,000.00
11/01/45			65,390.63	65,390.63	2,325,000.00
05/01/46	280,000.00	5.625%	65,390.63	345,390.63	2,045,000.00
11/01/46			57,515.63	57,515.63	2,045,000.00

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
05/01/47	295,000.00	5.625%	57,515.63	352,515.63	1,750,000.00
11/01/47			49,218.75	49,218.75	1,750,000.00
05/01/48	310,000.00	5.625%	49,218.75	359,218.75	1,440,000.00
11/01/48			40,500.00	40,500.00	1,440,000.00
05/01/49	330,000.00	5.625%	40,500.00	370,500.00	1,110,000.00
11/01/49			31,218.75	31,218.75	1,110,000.00
05/01/50	350,000.00	5.625%	31,218.75	381,218.75	760,000.00
11/01/50			21,375.00	21,375.00	760,000.00
05/01/51	370,000.00	5.625%	21,375.00	391,375.00	390,000.00
11/01/51			10,968.75	10,968.75	390,000.00
05/01/52	390,000.00	5.625%	10,968.75	400,968.75	-
Total	5,720,000.00		5,693,200.20	11,413,200.20	

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Amended Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll	\$ -				\$ 252,536
Allowable discounts (4%)	-				(10,101)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	242,435
Assessment levy: off-roll	237,385	-	109,261	109,261	-
Lot closing	-	128,124	-	128,124	-
Interest	-	3,711	-	3,711	-
Total revenues	237,385	131,835	109,261	241,096	242,435
EXPENDITURES					
Debt service					
Principal	45,000	-	45,000	45,000	50,000
Interest	121,088	25,910	95,178	121,088	188,163
Total debt service	166,088	25,910	140,178	166,088	238,163
Other fees & charges					
Tax collector	-	-	-	-	5,051
Cost of issuance	-	5,925	-	5,925	-
Total other fees and charges	-	5,925	-	5,925	5,051
Total expenditures	166,088	31,835	140,178	172,013	243,214
Excess/(deficiency) of revenues over/(under) expenditures	71,297	100,000	(30,917)	69,083	(779)
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(5,726)	-	(5,726)	-
Total other financing sources/(uses)	-	(5,726)	-	(5,726)	-
Net increase/(decrease) in fund balance	71,297	94,274	(30,917)	63,357	(779)
Fund balance:					
Beginning fund balance (unaudited)	144,602	156,027	250,301	156,027	219,384
Ending fund balance (projected)	\$ 215,899	\$ 250,301	\$ 219,384	\$ 219,384	\$ 218,605
Use of fund balance:					
Debt service reserve account balance (required)					(118,692)
Interest expense - November 1, 2025					(92,863)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 7,050

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/24			94,081.25	94,081.25	3,310,000.00
05/01/25	50,000.00	4.875%	94,081.25	144,081.25	3,260,000.00
11/01/25			92,862.50	92,862.50	3,260,000.00
05/01/26	50,000.00	4.875%	92,862.50	142,862.50	3,210,000.00
11/01/26			91,643.75	91,643.75	3,210,000.00
05/01/27	55,000.00	4.875%	91,643.75	146,643.75	3,155,000.00
11/01/27			90,303.13	90,303.13	3,155,000.00
05/01/28	55,000.00	4.875%	90,303.13	145,303.13	3,100,000.00
11/01/28			88,962.50	88,962.50	3,100,000.00
05/01/29	60,000.00	4.875%	88,962.50	148,962.50	3,040,000.00
11/01/29			87,500.00	87,500.00	3,040,000.00
05/01/30	60,000.00	4.875%	87,500.00	147,500.00	2,980,000.00
11/01/30			86,037.50	86,037.50	2,980,000.00
05/01/31	65,000.00	5.625%	86,037.50	151,037.50	2,915,000.00
11/01/31			84,209.38	84,209.38	2,915,000.00
05/01/32	70,000.00	5.625%	84,209.38	154,209.38	2,845,000.00
11/01/32			82,240.63	82,240.63	2,845,000.00
05/01/33	75,000.00	5.625%	82,240.63	157,240.63	2,770,000.00
11/01/33			80,131.25	80,131.25	2,770,000.00
05/01/34	75,000.00	5.625%	80,131.25	155,131.25	2,695,000.00
11/01/34			78,021.88	78,021.88	2,695,000.00
05/01/35	80,000.00	5.625%	78,021.88	158,021.88	2,615,000.00
11/01/35			75,771.88	75,771.88	2,615,000.00
05/01/36	85,000.00	5.625%	75,771.88	160,771.88	2,530,000.00
11/01/36			73,381.25	73,381.25	2,530,000.00
05/01/37	90,000.00	5.625%	73,381.25	163,381.25	2,440,000.00
11/01/37			70,850.00	70,850.00	2,440,000.00
05/01/38	95,000.00	5.625%	70,850.00	165,850.00	2,345,000.00
11/01/38			68,178.13	68,178.13	2,345,000.00
05/01/39	100,000.00	5.625%	68,178.13	168,178.13	2,245,000.00
11/01/39			65,365.63	65,365.63	2,245,000.00
05/01/40	105,000.00	5.625%	65,365.63	170,365.63	2,140,000.00
11/01/40			62,412.50	62,412.50	2,140,000.00
05/01/41	115,000.00	5.625%	62,412.50	177,412.50	2,025,000.00
11/01/41			59,178.13	59,178.13	2,025,000.00
05/01/42	120,000.00	5.625%	59,178.13	179,178.13	1,905,000.00
11/01/42			55,803.13	55,803.13	1,905,000.00
05/01/43	125,000.00	5.625%	55,803.13	180,803.13	1,780,000.00
11/01/43			52,287.50	52,287.50	1,780,000.00
05/01/44	135,000.00	5.875%	52,287.50	187,287.50	1,645,000.00
11/01/44			48,321.88	48,321.88	1,645,000.00
05/01/45	145,000.00	5.875%	48,321.88	193,321.88	1,500,000.00
11/01/45			44,062.50	44,062.50	1,500,000.00
05/01/46	150,000.00	5.875%	44,062.50	194,062.50	1,350,000.00
11/01/46			39,656.25	39,656.25	1,350,000.00
05/01/47	160,000.00	5.875%	39,656.25	199,656.25	1,190,000.00
11/01/47			34,956.25	34,956.25	1,190,000.00

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
05/01/48	170,000.00	5.875%	34,956.25	204,956.25	1,020,000.00
11/01/48			29,962.50	29,962.50	1,020,000.00
05/01/49	180,000.00	5.875%	29,962.50	209,962.50	840,000.00
11/01/49			24,675.00	24,675.00	840,000.00
05/01/50	190,000.00	5.875%	24,675.00	214,675.00	650,000.00
11/01/50			19,093.75	19,093.75	650,000.00
05/01/51	205,000.00	5.875%	19,093.75	224,093.75	445,000.00
11/01/51			13,071.88	13,071.88	445,000.00
05/01/52	215,000.00	5.875%	13,071.88	228,071.88	230,000.00
11/01/52			6,756.25	6,756.25	230,000.00
05/01/53	230,000.00	5.875%	6,756.25	236,756.25	-
Total	3,310,000.00		3,599,556.36	6,909,556.36	

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

On-Roll Assessments (Phase 1)

Series 2020

Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
TH	80	\$ 204.44	\$ 729.74	\$ 934.18	\$ 839.34
SF 40'	114	292.06	1,042.49	1,334.55	1,199.06
SF 50'	119	365.07	1,303.11	1,668.18	1,498.82
Total	313				

On-Roll Assessments (Phase 2A, 3A and 3B)

Series 2022

Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
TH	146	\$ 204.44	\$ 729.71	\$ 934.15	\$ 839.31
SF 40'	85	292.06	1,042.44	1,334.50	1,199.01
SF 50'	137	365.07	1,303.05	1,668.12	1,498.76
SF 60'	36	438.08	1,563.66	2,001.74	1,798.52
Total	404				

On-Roll Assessments (Phase 2B and 2C)

Series 2023

Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
SF 40'	65	292.06	1,042.46	1,334.52	1,136.48
SF 50'	101	365.07	1,303.08	1,668.15	1,420.61
SF 60'	34	438.08	1,563.69	2,001.77	1,704.73
Total	200				

On-Roll Assessments (Phase 2B and 2C)

Product/Parcel	Acres	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
Commercial	1.95	\$ 1,119.42	\$ -	\$ 1,119.42	n/a
Commercial	3.27	1,119.42	-	1,119.42	n/a
Commercial	3.87	1,119.42	-	1,119.42	n/a
Commercial	2.48	1,119.42	-	1,119.42	n/a
Total	11.57				

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

6A

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pasco

} ss

Before the undersigned authority personally appeared **Jean Mitotes** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Notice of FY2025 Budget & O&M Assessment Hearing** was published in said newspaper by print in the issues of: **7/31/24** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pasco** County, Florida and that the said newspaper has heretofore been continuously published in said **Pasco** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pasco** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Signature Affiant

Sworn to and subscribed before me this **07/31/2024**



Signature of Notary Public

Personally known _____ **X** _____ or produced identification

Type of identification produced _____



AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Avalon Park West Community Development District ("District") will hold the following two public hearings and a regular meeting on **August 23, 2024, at 10:00 a.m., and at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.**

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("**O&M Assessments**") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2024/2025; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M Assessment(1)
Townhome	226	0.56	\$214.66
SF 40'	264	0.8	\$306.66
SF 50'	357	1.0	\$383.32
SF 60'	70	1.20	\$459.98
Commercial	11.57	3.07	\$1,175.39

(1) Annual O&M Assessment may also include County collection costs and early payment discounts.

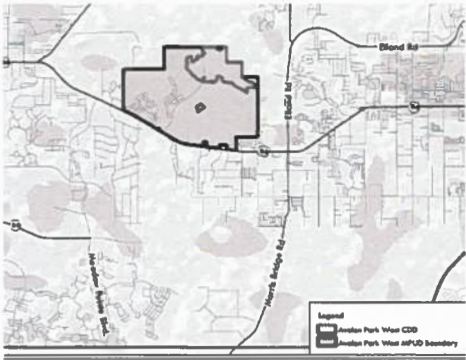
The O&M Assessments may be collected on the County tax roll or by direct bill from the District's Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2024/2025. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431 ("**District Manager's Office**"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.

District Manager



AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

6B


STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Curtis Marcoux, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as and/or assist the Financial Analyst for the Avalon Park West Community Development District ("**District**"). Among other things, my duties include preparing and transmitting correspondence relating to the District.
3. I do hereby certify that on July 23, 2024, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Florida law, and with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in the letters or list, if any, included in **Exhibit A** and in the manner identified in **Exhibit A**.
4. I do hereby certify that the attached document(s) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters; were and are being kept in the course of the regularly conducted activity of the District; and were made as a regular practice in the course of the regularly conducted activity of the District.

FURTHER AFFIANT SAYETH NOT.


By: Curtis Marcoux

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 23rd day of July 2024, by Curtis Marcoux, for Wrathell, Hunt and Associates, LLC, who ☐ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☒ did not take an oath.

NOTARY PUBLIC



DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

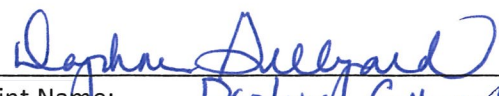

Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: HH390392
My Commission Expires: 8/20/2027

EXHIBIT A: Copies of Forms of Mailed Notices, including Addresses

**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

THIS IS NOT A BILL – DO NOT PAY

July 23, 2024

VIA FIRST CLASS MAIL

AVALON WEST SENIOR HOUSING LLC
3801 AVALON PARK E BLVD STE 400
ORLANDO, FL 32828

[PARCEL ID]: 12-26-20-0130-0C100-0000 and 12-26-20-0130-0C200-0000

PRODUCT TYPE: 5.22 acres Commercial

RE: Avalon Park West Community Development District Fiscal Year 2024/2025 Budget and O&M Assessments

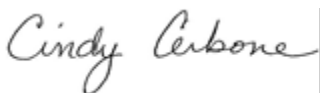
Dear Property Owner:

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The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,



Cindy Cerbone
District Manager

EXHIBIT A
Summary of O&M Assessments

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IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M Assessment ⁽¹⁾
TH	226	0.56	\$214.66
SF 40'	264	0.80	\$306.66
SF 50'	357	1.00	\$383.32
SF 60'	70	1.20	\$459.98
Commercial	11.57	3.07	\$1,175.39

⁽¹⁾ Annual O&M Assessment may also include County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2024/2025, the District expects to collect no more than **\$312,114.50** in gross revenue.

**Avalon Park West
Community Development District**

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July 23, 2024

VIA FIRST CLASS MAIL

SITEX NR HOLDING LLC

3801 AVALON PARK E BLVD STE 400

ORLANDO, FL 32828

[PARCEL ID]: 12-26-20-0130-0C100-0000 and 12-26-20-0130-0C200-0000

PRODUCT TYPE: 6.35 acres Commercial

RE: Avalon Park West Community Development District Fiscal Year 2024/2025 Budget and O&M Assessments

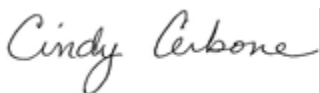
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Sincerely,



Cindy Cerbone
District Manager

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Community Development District**

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July 23, 2024

VIA FIRST CLASS MAIL

D R HORTON INC
3501 RIGA BLVD SUITE 100
TAMPA, FL 33619

[PARCEL ID]: please see "Exhibit B"

PRODUCT TYPE: 76 SF 40' lots, 118 SF 50' lots, 37 SF 60' lots and 60 THs

RE: Avalon Park West Community Development District Fiscal Year 2024/2025 Budget and O&M Assessments

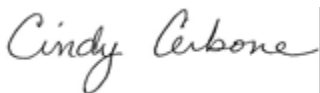
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July 23, 2024

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12602 TELECOM DR
TAMPA, FL 33637

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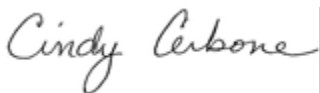
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Exhibit B

12-26-20-0110-01800-0110	12-26-20-0130-04200-0120	12-26-20-0120-39B00-0220
12-26-20-0110-01800-0120	12-26-20-0130-04200-0130	12-26-20-0120-39B00-0250
12-26-20-0120-03600-0060	12-26-20-0130-04200-0140	12-26-20-0130-04500-0010
12-26-20-0120-03600-0070	12-26-20-0130-04200-0150	12-26-20-0130-04500-0020
12-26-20-0120-03600-0080	12-26-20-0130-04200-0160	12-26-20-0130-04500-0030
12-26-20-0120-03600-0100	12-26-20-0130-04200-0170	12-26-20-0130-04500-0040
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12-26-20-0130-04000-0030	12-26-20-0130-04300-0070	12-26-20-0130-04500-0120
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12-26-20-0130-04000-0060	12-26-20-0130-04300-0100	12-26-20-0130-04500-0150
12-26-20-0130-04000-0070	12-26-20-0130-04400-0010	12-26-20-0130-04500-0160
12-26-20-0130-04000-0080	12-26-20-0130-04400-0020	12-26-20-0130-04500-0170
12-26-20-0130-04000-0090	12-26-20-0130-04400-0030	12-26-20-0130-04500-0180
12-26-20-0130-04100-0010	12-26-20-0130-04400-0040	12-26-20-0130-04500-0190
12-26-20-0130-04100-0020	12-26-20-0130-04400-0050	12-26-20-0130-04500-0200
12-26-20-0130-04100-0030	12-26-20-0130-04400-0060	12-26-20-0130-04500-0210
12-26-20-0130-04100-0040	12-26-20-0130-04400-0070	12-26-20-0130-04500-0220
12-26-20-0130-04100-0050	12-26-20-0130-04400-0080	12-26-20-0130-04600-0010
12-26-20-0130-04100-0060	12-26-20-0130-04400-0090	12-26-20-0130-04600-0020
12-26-20-0130-04100-0070	12-26-20-0130-05100-0070	12-26-20-0130-04600-0030
12-26-20-0130-04100-0080	12-26-20-0120-03500-0130	12-26-20-0130-04600-0040
12-26-20-0130-04100-0090	12-26-20-0120-03500-0140	12-26-20-0130-04600-0050
12-26-20-0130-04100-0100	12-26-20-0120-03500-0150	12-26-20-0130-04600-0060
12-26-20-0130-04100-0110	12-26-20-0120-03500-0160	12-26-20-0130-04600-0070
12-26-20-0130-04100-0120	12-26-20-0120-03500-0170	12-26-20-0130-04600-0080
12-26-20-0130-04100-0130	12-26-20-0120-03500-0180	12-26-20-0130-04600-0090
12-26-20-0130-04100-0140	12-26-20-0120-03500-0190	12-26-20-0130-04600-0100
12-26-20-0130-04100-0150	12-26-20-0120-03500-0200	12-26-20-0130-04600-0110
12-26-20-0130-04100-0160	12-26-20-0120-03500-0210	12-26-20-0130-04600-0120
12-26-20-0130-04100-0170	12-26-20-0120-03500-0220	12-26-20-0130-04600-0130
12-26-20-0130-04100-0180	12-26-20-0120-03500-0230	12-26-20-0130-04600-0140
12-26-20-0130-04200-0010	12-26-20-0120-03500-0240	12-26-20-0130-04600-0150
12-26-20-0130-04200-0020	12-26-20-0120-03500-0250	12-26-20-0130-04700-0010
12-26-20-0130-04200-0030	12-26-20-0120-03500-0260	12-26-20-0130-04700-0020
12-26-20-0130-04200-0040	12-26-20-0120-29B00-0110	12-26-20-0130-04700-0100
12-26-20-0130-04200-0050	12-26-20-0120-29B00-0120	12-26-20-0130-04800-0010
12-26-20-0130-04200-0060	12-26-20-0120-29B00-0130	12-26-20-0130-04800-0020
12-26-20-0130-04200-0070	12-26-20-0120-29B00-0140	12-26-20-0130-04800-0030
12-26-20-0130-04200-0080	12-26-20-0120-29B00-0150	12-26-20-0130-04800-0040
12-26-20-0130-04200-0090	12-26-20-0120-29B00-0160	12-26-20-0130-04800-0050
12-26-20-0130-04200-0100	12-26-20-0120-29B00-0180	12-26-20-0130-04800-0060
12-26-20-0130-04200-0110	12-26-20-0120-29B00-0200	12-26-20-0130-04800-0070

Exhibit B

12-26-20-0130-04800-0080	12-26-20-0120-29B00-0050	11-26-20-0130-06300-0050
12-26-20-0130-04800-0090	12-26-20-0120-29B00-0060	11-26-20-0130-06300-0060
12-26-20-0130-04800-0100	12-26-20-0120-29B00-0070	11-26-20-0130-06300-0070
12-26-20-0130-04900-0010	12-26-20-0120-29B00-0080	11-26-20-0130-06300-0080
12-26-20-0130-04900-0020	12-26-20-0120-29B00-0100	12-26-20-0110-00700-0010
12-26-20-0130-04900-0030	12-26-20-0130-04500-0260	12-26-20-0110-00700-0020
12-26-20-0130-04900-0040	12-26-20-0130-04500-0270	12-26-20-0130-05400-0010
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12-26-20-0130-04900-0060	12-26-20-0130-05300-0020	12-26-20-0130-05400-0030
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12-26-20-0130-05200-0100	11-26-20-0130-06300-0010	12-26-20-0130-06100-0050
12-26-20-0130-05200-0110	11-26-20-0130-06300-0020	12-26-20-0130-06100-0060
12-26-20-0130-05200-0120	11-26-20-0130-06300-0030	12-26-20-0130-06100-0070
12-26-20-0120-29B00-0040	11-26-20-0130-06300-0040	12-26-20-0130-06100-0080

**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

THIS IS NOT A BILL – DO NOT PAY

July 23, 2024

VIA FIRST CLASS MAIL

FORESTAR USA REAL ESTATE GROUP INC
2221 E LAMAR BLVD STE 790
ARLINGTON, TX 76006-7458

[PARCEL ID]: please see "Exhibit B"

PRODUCT TYPE: 1 SF 40' lot, 7 SF 50' lots and 3 SF 60' lots

RE: Avalon Park West Community Development District Fiscal Year 2024/2025 Budget and O&M Assessments

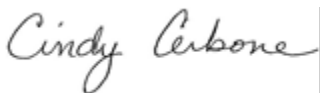
Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Avalon Park West Community Development District ("**District**") will be holding two public hearings and a Board of Supervisors' ("**Board**") meeting for the purposes of: (1) adopting the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"), and (2) levying operations and maintenance assessments ("**O&M Assessments**") to fund the Proposed Budget for Fiscal Year 2024/2025, on **August 23, 2024, at 10 a.m., and at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545**. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431 ("**District Manager's Office**"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely,



Cindy Cerbone
District Manager

EXHIBIT A
Summary of O&M Assessments

The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“**EAU**”) basis for platted lots. The O&M Assessments will only be imposed on lots sold to third parties, including lots sold during the Fiscal Year 2024/2025, and any portion of the District’s Proposed Budget not funded by the O&M Assessments will be funded by a developer funding agreement. The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2024/2025. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.

Land Use	Total # of Units / Acres	Equivalent Assessment Unit Factor	Annual O&M Assessment ⁽¹⁾
TH	226	0.56	\$214.66
SF 40'	264	0.80	\$306.66
SF 50'	357	1.00	\$383.32
SF 60'	70	1.20	\$459.98
Commercial	11.57	3.07	\$1,175.39

⁽¹⁾ Annual O&M Assessment may also include County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2024/2025, the District expects to collect no more than **\$312,114.50** in gross revenue.

Exhibit B

12-26-20-0110-01800-0130
12-26-20-0130-04700-0030
12-26-20-0130-04700-0040
12-26-20-0130-04700-0050
12-26-20-0130-04700-0060
12-26-20-0130-04700-0070
12-26-20-0130-04700-0080
12-26-20-0130-04700-0090
12-26-20-0130-04500-0230
12-26-20-0130-04500-0240
12-26-20-0130-04500-0250

**Avalon Park West
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OFFICE OF THE DISTRICT MANAGER

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

THIS IS NOT A BILL – DO NOT PAY

July 19, 2024

VIA FIRST CLASS MAIL

XXX
XXX
XXX

XXX [PARCEL ID]

PRODUCT TYPE: _____

RE: Avalon Park West Community Development District Fiscal Year 2024/2025 Budget and O&M Assessments

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Cindy Cerbone
District Manager

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PARCELID	NAME1
12-26-20-0120-03300-0140	ACOSTA ARIEL ISAAC & ANGELA MARIA
12-26-20-0110-01800-0020	ADEDOYIN FOLASHADE OLABISI & OLAIDE OLUMUYIWA
12-26-20-0110-02300-0090	ADELSON STANLEY RAPHAEL
12-26-20-0110-02100-0020	ADIKESAVAN KAILAS & MANI VIGNESWARI
12-26-20-0120-03500-0100	ADRIANZA GUTIERREZ RAUL ANTONIO & GUTIERREZ BARBOZA MARIA ELENA
12-26-20-0110-02700-0120	ADUAKO JENNIFER OWUSUA & ODURO-BOAMAH GABRIEL
11-26-20-0130-07200-0020	AFANA HADEEL ADNAN AHMAD
12-26-20-0110-00600-0050	AGBAY EDGARDO GARNIZO & MARIA LUISA BACANI
12-26-20-0120-03300-0150	AKINTADE AYODELE ADEBIMPE
12-26-20-0120-03200-0150	ALAMPALLY SURYA VIKAS ARUN & CHINTAKUNTA PARU
12-26-20-0110-01600-0040	ALEMDAR MO & PHET
12-26-20-0120-03000-0120	ALLI MATTHEW WAYNE & ALEJANDRA S
12-26-20-0120-29A00-0080	ALMODOVAR JOSE LUIS & JENNIFER FAY
12-26-20-0110-01900-0080	ALTENOR ANNIE
11-26-20-0130-06400-0010	ALWARAWRAH MOHAMMAD S & AYYADI RONAHI A SUBHI
12-26-20-0120-39A00-0010	AMARASINGHA TULIE M & DONA THILINI S G
12-26-20-0110-01900-0190	AMMAGARI CHETAN & KONDASANI SUSHMA
12-26-20-0120-03800-0110	AMUNDARAY CINDY J CASSANDRO
12-26-20-0120-03500-0350	ANCHETA PETER GREGORY & JANET LYNN
12-26-20-0120-39B00-0140	ANDERSON ERIN CHRISTINE & CHEY MANNY JUNIOR
12-26-20-0110-01800-0080	ANDERSON JOSHUA A & SANTACRUZ CARLA MICHELLE EGAS
12-26-20-0110-02600-0160	ANGULO EDUARDO MADRIZ & HENRIQUEZ KARLA PARADA REV LIV TR
12-26-20-0110-01300-0040	ARAMEDE MICHEAL SHITAYE
12-26-20-0110-03300-0060	AREIZA ANDRES & CHINCHILLA-GOMEZ ISAURA
11-26-20-0130-06500-0020	ARGENAL ANDREA LUCIA
12-26-20-0110-00600-0020	AROOR-MUNDADI ARUN-KUMAR-RAO & GOVINDA-RAO P
12-26-20-0110-20B00-0110	ARORA ANKIT & GUPTA RITU
12-26-20-0120-03600-0180	ARUNAGIRINATHAN AMUDHAN & MANIVANNAN BHARATHI
12-26-20-0130-06900-0060	AZIRIO MANAGEMENT INC
12-26-20-0110-02600-0150	BACHMEIER FLORIAN & INGRID A
12-26-20-0110-39B00-0010	BAIDALIN SERGII & YEVHENIIA
12-26-20-0120-03700-0050	BALDONI DANIEL JOSEPH & EMILY PEARL
12-26-20-0120-29A00-0010	BALDONI JOHN MICHAEL & MAUREEN BONNIE
11-26-20-0130-05800-0020	BARBER DIANA WOODARD
12-26-20-0130-06900-0040	BARRIOS JORGE & DARLIN VANESSA
12-26-20-0120-03100-0110	BATTAGLIA DAVID
12-26-20-0120-03500-0060	BEACHUM PAUL MICHAEL
12-26-20-0110-00600-0040	BEAULIEU CHRISTINA M & DUNCAN JOSEPH T
12-26-20-0120-03600-0010	BEJAR GUTIERREZ MARCO A & ALVAREZ VASQUEZ KATTY ROXANA
12-26-20-0120-03800-0190	BELGOU RACHID & KHADIJA
12-26-20-0110-01200-0060	BELL KIMBERLY ANN
11-26-20-0130-07100-0080	BELMONTE VALERIA
12-26-20-0110-02300-0010	BELTRAN RIGOBERTO & SICRE MILEYDIS
12-26-20-0110-01900-0020	BENJAMIN JOINT TRUST
12-26-20-0110-03300-0040	BERRY BARBARA
12-26-20-0110-01900-0120	BERTRAND SEVRIANNA MARIA
12-26-20-0110-02300-0170	BEST WILLIE JAMES JR & TISHEMA
12-26-20-0110-02800-0060	BEVERAGGI RAMON & SONIA IVETTE
12-26-20-0110-02800-0190	BEVERLY JAMES MATTHEW & JACQUELINE PATRICIA
12-26-20-0110-00900-0060	BEVILL JULIA LONSDALE
12-26-20-0120-29B00-0220	BIANCO THERESA ANN
12-26-20-0120-03500-0040	BICKHAM JARIUS JEREMIAH

12-26-20-0130-06900-0030	BIGGAR VANESSA & STEPHEN
11-26-20-0130-07300-0070	BINKLEY TIMOTHY W
12-26-20-0110-01300-0060	BIXBY GLENYCIA SHAY CAINES & DAVID ROGER
12-26-20-0120-29A00-0250	BIZZELL MICHAEL DAVID & KAREN ELIZABETH
12-26-20-0130-06900-0080	BOLES BRADLEY STEVEN II & ASHLEY NICOLE
12-26-20-0120-29A00-0240	BOMMIREDDIPALLI RAVI TEJA & SINGH SUNITA
12-26-20-0110-02600-0040	BONDRE SALMAN ABDUL R & MARYAM TANIA
12-26-20-0120-29B00-0030	BONIELLO AMANDA NICOLE & ANTHONY JAMES
12-26-20-0110-00600-0010	BOONE CHARLES E JR & MARY AUDETTE
11-26-20-0130-07000-0020	BOTROS ELARIA
12-26-20-0130-06900-0070	BOTROS MARINA
11-26-20-0130-06500-0050	BOTROS SAMUEL F
12-26-20-0110-01100-0030	BOURRET SULING
12-26-20-0110-00900-0010	BRADINOV IVAYLO & GUENOVA ANETA GUEORGUEVA
12-26-20-0120-29A00-0030	BRAGADO RICHARD CABRERA & MARION
12-26-20-0120-39B00-0190	BRANDON SAMUEL IAN & MARIBEL
12-26-20-0120-03500-0280	BRANT SALDANHA BRUNO DE AZEVEDO & SALDANHA RENATA PINHEIRO
12-26-20-0110-02800-0280	BRESCASIN MARINA & MARINE CESAR NICOLE LOPEZ
12-26-20-0110-02400-0090	BROCKETT ALICIA MARIE & ROMELL
11-26-20-0130-05900-0040	BROWN ANASTASIA SHUBERT
11-26-20-0130-07200-0040	BRUNO CASEY ELIZABETH & MONTELEONE SALVATORE JOHN
12-26-20-0120-03500-0360	BRYANT DENNIS WILLIAM
12-26-20-0110-02200-0080	BUCURU CESAR A R & GOTOPO MARIA E L
12-26-20-0110-00700-0060	CABALLERO GIOVANNI
12-26-20-0110-02200-0040	CABANAS YUDENIS RAMOS
12-26-20-0110-02300-0130	CADENA VALERIE GISELLE
12-26-20-0130-06600-0020	CAMP KRYSTAL DENISE
12-26-20-0120-03600-0150	CANNAVINO ENZO S & MADRIZ YEIRDELYN A B
12-26-20-0110-01900-0130	CAPPELLO NICHOLAS & GREEN AMANDA
12-26-20-0120-03200-0010	CARDONA MARIANO A & NUBIA
12-26-20-0110-01900-0140	CARELA ANDDY ISMAEL CABRERA & PEREZ RAQUEL
12-26-20-0130-06800-0040	CARLTON AVERY ROSE
12-26-20-0110-01600-0010	CARTER EMILY
12-26-20-0110-01000-0030	CARVAJAL HERNAN JOSE & MARIA GABRIELA
12-26-20-0120-39B00-0230	CASANOVA ERIKA IZURIETA & ORTIZ REINOSO WALTER R
12-26-20-0110-02300-0110	CASTANEDA CARLOS E M & REYES FRANCIS G M
12-26-20-0110-00500-0070	CASTELLANO ISMAEL LEONARDO C & OCHOA KRISTAL LORENA H
12-26-20-0120-29A00-0170	CASTELLANOS HILLARY KATHLEEN & FRANCISCO JOSE
12-26-20-0110-02700-0110	CELIS ANGELICA & NOBOA OSWALDO J
12-26-20-0130-06600-0080	CHAMBERS NASTACIA SHANICE
12-26-20-0120-03700-0100	CHAPARRO JULIANN MARIE & CHRISTOPHER LEE
12-26-20-0120-03400-0110	CHAPOTEAU JIMMY & MARITZA
12-26-20-0110-03300-0030	CHARLOTIN KBRIA NEKATY & MARC AGNUS
12-26-20-0110-02800-0110	CHAVARRI DURLIS ZULIMA M & ARENAS HENRY MANUEL P
11-26-20-0130-07200-0060	CHEN HONGWEI
12-26-20-0110-02300-0150	CHEN VINCENT
11-26-20-0130-07000-0060	CHEN YINGMIN
12-26-20-0120-03800-0170	CHENG XIAOBO & WANG JIAN
12-26-20-0110-01400-0030	CHERY NEEMIE
12-26-20-0110-02200-0070	CHIANG REI-YUN & CHIANG BOPHA THI
12-26-20-0120-03000-0100	CHILAKALA KOTI REDDY
12-26-20-0120-03100-0090	CHOOPA MUNI RAJ
12-26-20-0120-03200-0060	CHRISTENSEN NIKKIA LEIGH & HANS YORK

12-26-20-0110-02100-0130	CLARK ANTHONY WILLIAM & CHERIE RAEANN
12-26-20-0110-02600-0120	CLARK BRIANNA ARIE & JASON DOUGLAS II
12-26-20-0130-06800-0030	CLOUTIER ALAN JOSEPH
12-26-20-0110-02800-0220	COHEN LISA BETH
12-26-20-0120-03200-0020	COLAS JEFFREY PHILIPPE & ESPINAL KIANA LISSETT
11-26-20-0130-05900-0060	COLON MELISSA CASEY & ORTIZ ANTONIO JR
12-26-20-0120-03200-0180	COLON VICTOR MANUEL
12-26-20-0130-06900-0020	CONDE MARIEN GISELLE DIAZ
12-26-20-0110-01500-0050	CONTRERAS HECTOR CHRISTOPHER
12-26-20-0110-01200-0020	CONTRERAS JUAN GUILLERMO & CATALINA
12-26-20-0110-00800-0030	CONTRERAS VERONICA MICHELLE
12-26-20-0120-03200-0070	CORRAL COREY & ELIZABETH ANN
12-26-20-0110-01900-0010	COSMAY WISLYNN & STEELE JOEL III
12-26-20-0120-03500-0050	COUSINS MARIA LUISA MALDONADO & COUSINS TATIANA
12-26-20-0110-02800-0120	COWARD VERONICA L & AARON DONNELL
12-26-20-0120-03500-0010	CRASA DOMINICK CHARLES & MICHELE
12-26-20-0110-01900-0250	CREMEN BRENT DAVID & NAOMI
12-26-20-0110-02800-0310	CROCKETT GUL M & CHARLES R & HOROZ ALP ET AL
11-26-20-0130-05800-0030	CRUZ DARLENE
12-26-20-0110-02400-0080	CRUZ ROSA
12-26-20-0110-20A00-0040	DAH ELVIS TEKANG & LYDIA ENOW NEWUSIE
12-26-20-0110-01500-0080	DAHLKE TRAVIS LEE
12-26-20-0120-03800-0160	DAMBROSIO MIRIAM
12-26-20-0110-00700-0050	DAMES SOLOMON & PYE SEQUENIS MONIQUE
12-26-20-0110-02800-0150	DARRELL ANDERSON L & JENNA R
12-26-20-0120-03200-0120	DAVILA CRISTINA DEL P M DE & PEREZ JESUS ANTONIO D ET AL
12-26-20-0110-03400-0080	DE ARAUJO GUSTAVO NUNES TEIXEIRA & LOPES EDNEA MINEIRO
12-26-20-0120-03700-0070	DE LA VILLA ANDREW STEVEN & JESSICA
12-26-20-0110-01300-0030	DEMIAN SAMUEL MINA
12-26-20-0120-03500-0290	DENNO ANTHONY & UGARTE TALINA
12-26-20-0110-01300-0080	DESA LAURA SALDARRIAGA
12-26-20-0120-29B00-0170	DESAI SHIVAM SOHAM & PATEL NISHA KRUPESH
12-26-20-0130-06700-0050	DESHINGE POOJA PRAKASH
12-26-20-0110-39B00-0020	DEVARASETTY SAI BHANU KIRAN
12-26-20-0120-03700-0190	DEVIREDDY DEEPTHI & SEELAM JAISIMHA
12-26-20-0110-02600-0090	DINDIAL KRYSTLE
12-26-20-0110-02700-0070	DIVIS IGOR & RYAN NICOLE
12-26-20-0110-01400-0050	DOHENY ALYSSA RAE
11-26-20-0130-07200-0050	DORONY CONNOR SCOTT & ZOE MICHAELA
12-26-20-0110-20A00-0020	DRAYTON MARC DAVID & BRITTANY MORGAN
12-26-20-0110-02200-0020	DSOUZA NOEL SYLVESTER & MARIA DESIREE
12-26-20-0120-03800-0100	DUBOIS AVRIL VANESSA & GEORGE JASON DON RICHARD
12-26-20-0120-03800-0080	DUDORGA SERGEY & MARIA
12-26-20-0110-00500-0060	DUGARTE GERARDO JOSE
12-26-20-0120-03500-0420	DURAN SERGIO MANUEL & ANGELICA
12-26-20-0120-03500-0320	EDWARDS DONNA RENEE
12-26-20-0110-00800-0060	ELHADAD TAMER
12-26-20-0110-00900-0030	ELLIOTT LISA-MARIE CAMILLE
12-26-20-0110-02200-0060	ELYASSAKI SAM WALID & BUCHEIT PAIGE ALEXANDRA
12-26-20-0120-29A00-0210	EMMANUEL DALE KEVIN & JEMMA MARGARET
12-26-20-0120-03000-0130	ENCARNACION JOSE Q & FUENTES IRIS JANELLYS B
12-26-20-0110-02800-0290	ENOW BECHEM TAMBI & MAUFOR MARIANNE TSUALA
12-26-20-0110-01400-0080	ESTRELLA RAYMOND & GARCIA CHRISTINE

12-26-20-0110-00700-0030	EVANGELISTA JOSE EDUARDO & KATIE ELIZABETH
12-26-20-0110-00600-0030	FANG XIAOHONG & CHEN RONG
12-26-20-0120-03400-0090	FARAH RAFAEL LOVO & MANCINI MARCELA ZAMARION
12-26-20-0110-02800-0160	FASSIL DILLIEY ALEMSGED & DIPIERRO VICTORIA ELISE
12-26-20-0120-03700-0020	FEDRICK DONTAE J & BENTLEY BREYA NICOLE
12-26-20-0110-02500-0090	FEENAN MARK KENNEDY JR & KULL BROOKE ELIZABETH
11-26-20-0130-07100-0030	FELICIANO LUCERO AYALA & CRESPO LORENZO ANDRES SALAS
11-26-20-0130-07000-0080	FERNANDEZ JOSE JR & PATRICIA ANN
12-26-20-0110-02600-0180	FERRAIOLO ROSSI KERLLY
12-26-20-0120-39B00-0130	FERREIRA ENRIQUE JR & YESENIA
12-26-20-0110-02100-0100	FERRER MARY G E & NICASIO CABALONA JR ET AL
12-26-20-0120-03700-0010	FLORIDA COZY REVOCABLE TRUST
12-26-20-0120-03600-0200	FON SING JONATHAN MAX & FON SING ISABELLA PARIZON
12-26-20-0110-02500-0080	FONTALVO BENJAMIN ANTONIO
12-26-20-0110-01100-0060	FRAHOLLI LORIAN & GABRIELA E
12-26-20-0110-02500-0060	GALARZA JORGE LUIS
12-26-20-0110-20A00-0030	GALICIA JOHN MARTIN & RIZA ABRENICA
12-26-20-0120-03500-0110	GANESAN ANAND & RAJAMANICKAM AARTHI
12-26-20-0110-00600-0070	GARCIA LADY STEFANY
12-26-20-0120-03600-0170	GARCIA MARCO V B & VARGAS MARIA E P
12-26-20-0110-02200-0030	GARCIA V R RODRIGUEZ & DANDREA V EUGENIA M
12-26-20-0110-03300-0050	GARCIA-BICKNELL ALEXANDRA
12-26-20-0110-01900-0170	GASTINEAU DILLON WOLF
12-26-20-0110-00500-0140	GAVLIN ANDREI & GAVLINA TATIANA
12-26-20-0120-29A00-0070	GELIN JEAN JOSEPH & SARA HAFFADI
12-26-20-0120-39B00-0160	GENAO JOVANNY & KEYRA M
12-26-20-0110-00900-0020	GEORGE PAUL BRICE JR & JENNIE LYNN
11-26-20-0130-07100-0020	GERMOSO ESE
12-26-20-0110-02800-0130	GIDOSH JOHN PAUL EDWARD & LAMONICA LINDA
12-26-20-0110-03300-0070	GIL RODOLFO SERGIO GUERRA
12-26-20-0120-03300-0190	GIL RONALD ALEJANDRO GUERRA
12-26-20-0110-01100-0080	GILLUS JENNIFER IVETTE
12-26-20-0120-03400-0140	GODLAVEETY SREENIVASULU & UTTARADI VINEELA
12-26-20-0110-00600-0080	GOELZ NICHOLAS WAYNE & ROTH CHEYENNE N
12-26-20-0120-03200-0080	GONZALEZ JACKSON DOMINGUEZ
12-26-20-0130-06600-0070	GONZALEZ MELVIN OMAR & MARIA CONSUELO ROCHA
12-26-20-0120-03400-0160	GONZALEZ YOANY MARIE & GRAJALES JOSE LUIS
12-26-20-0120-39B00-0120	GONZALEZ-TATIS PAOLA & FLORES ENRIQUE BLANCO
12-26-20-0120-03300-0160	GOVIND GOPL KRISHNA VELLORE
12-26-20-0120-03300-0200	GRAVAT CHRISTOPHER CHARLES
12-26-20-0110-02800-0200	GREENE PAYM D
12-26-20-0110-01700-0050	GREY FRANK IRVING III & DENISE MERCADO
12-26-20-0110-02400-0040	GUIRAIDOS ALEJANDRO ENRIQUE STABILITO
11-26-20-0130-07000-0030	GULATI NEERAJ & BHANDARI GEETANJALI
12-26-20-0120-03100-0030	GULLETT ELISABETH GRAYCE & ANA CECILIA
12-26-20-0120-03800-0180	GUMMADIDALA VENKATESWARA RAO & JYOTHI
12-26-20-0110-00500-0080	GUO DAHAI & ZHANG YIXIN
12-26-20-0110-20B00-0070	GURRAM SWATHI & MAKKENA BHARGAV
12-26-20-0110-02100-0110	GUTHEY ADITYA & TANG PAN
12-26-20-0110-03400-0020	GUTIERREZ MILTON GEOVANI ORDONEZ
12-26-20-0120-29B00-0230	GUZMAN JONATHON
12-26-20-0110-01500-0030	HALLOCK SARA C & HALL AUSTIN TAYLOR
12-26-20-0110-02200-0120	HALOUI HAMZA EL & SABRI FATIMA EZ ZAHRA

12-26-20-0120-03000-0110	HANNA RAMY
12-26-20-0110-02800-0090	HARRIS VELIKA ALENE & FRANK JAMES JR
12-26-20-0110-00700-0080	HARSHE HRISHIKESH ANIL & KATHALE PRACHI JAGDISH
12-26-20-0110-02800-0040	HASAN MD M
12-26-20-0110-02600-0060	HAWKINS DEANGELO TYRESS & ELENA
12-26-20-0110-01100-0040	HAYLES SAJAYE ANEISHA
12-26-20-0130-06600-0060	HEISER SHANE WILLIAM
12-26-20-0120-03100-0040	HEITMEYER BENJAMIN RICHARD
11-26-20-0130-06500-0080	HERMAN ARTUR
12-26-20-0110-01600-0080	HERNANDEZ ARTURO & CHACON MARTHA P H
12-26-20-0120-03200-0110	HERNANDEZ DANIELA
12-26-20-0120-03300-0180	HERNANDEZ JOEL ERNESTO BAQUERO
12-26-20-0120-03600-0140	HERNANDEZ LUIS A M & DE MEDINA IRENE C SANCHEZ
12-26-20-0120-03300-0130	HERNANDEZ OSCAR O & ORDONEZ-ROMERO KAREN
12-26-20-0120-03200-0160	HERRERIAS DAVID & VARGAS MARIA DEL MAR
12-26-20-0110-02800-0140	HICKMAN MELISSA SUE
12-26-20-0110-02200-0110	HISE JEFFREY W VAN & BAIANO MICHAEL A
12-26-20-0120-03300-0110	HOFFMAN INNA PAVLOVNA & HOFFMAN MICHELLE KOROBKINA
12-26-20-0110-03300-0010	HOLGUIN DAHIANA & MOLINA ZAMIR GUTIERREZ
12-26-20-0110-02600-0020	HOLLAND MARY & CHASE ONEAL & SMITH DORA
12-26-20-0120-03400-0120	HOULIHAN JEFFREY
11-26-20-0130-07100-0070	HOWARD GABRIELLE ELYSE
12-26-20-0120-03400-0150	HU JIANWEI
12-26-20-0110-01800-0010	HUANG WINNIE RUIYI
12-26-20-0110-20A00-0070	HUFF DOUGLAS DEAN & JENNIFER L
12-26-20-0110-20A00-0080	HUMMEL ANDREW DAVID
12-26-20-0110-02700-0180	HUSSAIN BEHZAD & NIDA JAMAL
12-26-20-0110-00900-0050	HUSSEY LAWRENCE ELLIOTT & CELESTE MARIE
12-26-20-0130-06600-0050	HUYNH CHAU THUY & TIEN PHAT HAI
12-26-20-0110-01600-0060	IMPERIALE RACHEL ELENA
12-26-20-0120-03000-0080	INKS JUDITH ANNE
12-26-20-0110-01300-0020	IRVIN BERNARD II & BRITTANY NICOLE
12-26-20-0120-03600-0160	IRWIN KEVIN JOSEPH & VANESSA
12-26-20-0110-01000-0060	IZZY LLC
12-26-20-0110-02500-0030	JABARI NADI
12-26-20-0120-03700-0060	JAGGAVARAPU PRAVALLIKA & MANDAPATI GOWTHAMREDDY
11-26-20-0130-05900-0030	JAROSZEWSKI KIRA HALEY
12-26-20-0110-02100-0050	JAYASEELAN RAJAJAYAN
12-26-20-0110-00500-0010	JEFFERSON KATERA SHERRAILE & JEFFERSON KAYLAN TERRAILE
12-26-20-0120-03000-0200	JIA YUNFENG
12-26-20-0120-03000-0010	JIMENEZ MARCELA & MEJIA LUZ M MEJIA
11-26-20-0130-06400-0030	JIMENEZ RICARDO MIGUEL & ORTIZ-JIMENEZ HELGA LEZIT
12-26-20-0120-03500-0440	JOHN ALICE & POONOLLY JOSEPH JOHN
12-26-20-0110-01500-0010	JOHNSON BIANCA M & ROBINSON MICAL L
12-26-20-0110-00800-0050	JOHNSTON NICOLE ELIZABETH
11-26-20-0130-06400-0070	JONES VINSHEKA CHANDLER & CHRISTOPHER AARON
12-26-20-0120-03500-0300	JOSE EMIL & JOSEPH ALEENA
12-26-20-0110-02300-0060	JULIO FREDY RAMIREZ
12-26-20-0120-03100-0080	KABRA PALLAVI & LOKESH
12-26-20-0110-01200-0030	KARAM ELIAS
12-26-20-0120-03200-0190	KELLY COLLEEN SHYICKA & MIDLAND FRANKLIN JR
12-26-20-0110-02300-0080	KETHINENI PHANIKUMAR & VEMULLAPALLY RAVALI
12-26-20-0110-01700-0020	KHADER MAHMOUD ABDELKARIM & ET AL

11-26-20-0130-06500-0040	KHALED AMIR ABDALLA & SHALABI MASADA KALED
12-26-20-0110-02500-0010	KHAN KIRAN
12-26-20-0120-03600-0050	KHAN RAHMAN SIDIEK
11-26-20-0130-06400-0050	KHAN WAJID ALI BABAR
12-26-20-0120-03800-0140	KHERSON LIVING TRUST
12-26-20-0120-03700-0030	KHMELEVSKI KH VASILY
11-26-20-0130-07300-0050	KHMELEVSKI KH VASILY & KHMELEVSKI KH NIKITA
12-26-20-0120-29A00-0140	KING AILEEN & ROBERT MATTHEW
12-26-20-0120-03500-0090	KIWAN ANOUD SULEIMAN & KYLE
12-26-20-0110-01200-0050	KNIGHT ALICIA M & MASEN ROBERT
12-26-20-0110-20A00-0010	KNORRE EDI KLAUS & ANA LUCIA ALVES
12-26-20-0110-01100-0050	KONONENKO SERGII & ROMANOVA MARIIA
12-26-20-0120-03500-0330	KONST DANIEL R & LYNNE M
12-26-20-0110-01900-0090	KONST NICHOLAS EVAN & CHELSEA BRIANNA
12-26-20-0110-00800-0020	KOTZ EUGENE RAYMOND
12-26-20-0120-29B00-0190	KRASNOV MATVEI & ANASTASIIA
11-26-20-0130-06500-0070	KULYNA INNA VOLODYMYRIVNA
12-26-20-0130-06600-0010	KULYNA OLEKSANDR
12-26-20-0120-03500-0390	KWAG HYE YUN & SHIN HOCHUL
12-26-20-0130-06700-0040	KYRIOS GA-REAL ESTATE MANAGEMENT LLC
12-26-20-0110-02300-0120	LABOZZETTA MARC ANTHONY & WHITNEY
12-26-20-0120-39B00-0210	LAHA MOUSUMI
12-26-20-0120-03600-0040	LANFORD MARY ELIZABETH & THOMAS SCOTT
12-26-20-0110-01700-0010	LARRAZABAL ANNISSIA N
12-26-20-0120-03600-0110	LASSALLE ISMAEL FELICIANO & RUIZ MAYRA NYDIA CASTILLO
12-26-20-0110-02700-0020	LEE TAK HUNG & LU JINHUI
11-26-20-0130-05900-0010	LEWIS MAURICE ANTHONY
12-26-20-0110-01900-0220	LEYBOT DEYBILY
12-26-20-0110-01000-0050	LIAO HELEN RONGRUI
12-26-20-0130-06700-0030	LINEBAUGH BRIAN GORDON & SEETHARAMAN JANAKI
12-26-20-0110-02700-0170	LIU WENZHE
12-26-20-0110-01100-0070	LIU YUHONG & ZHU WUBIAO
12-26-20-0110-20B00-0060	LLOYD NICHOLAS PATRICK
12-26-20-0110-00500-0110	LOGAN LETICIA R & MAKABALI CHRISTOPHER JOSEPH
12-26-20-0110-02800-0180	LOGAN VANESSA GABIELLE & EZEMA CHUKWUEBUKA OKECHUKWU
12-26-20-0110-20B00-0100	LOPEZ FRANKIE & INGRID
12-26-20-0110-02500-0020	LOPEZ LUIS FERNANDO SANTOS & FAJARDO INOCENTE J
12-26-20-0110-01200-0040	LOPEZ NUBIA MARIA ORTEGON & ORJUELA MAURICIO LIEVANO
12-26-20-0110-02800-0080	LORENZO KENDRY MICHAEL & GONZALEZ DAYRA M
12-26-20-0110-02600-0140	LORMEUS JESSE JAUDANY & BAIN AMANDA
11-26-20-0130-05800-0050	LUCHENKOVA ANNA & SHAIDINOV TIMUR
12-26-20-0110-01000-0020	LUGO FRANCISCO JR & NICOLE
11-26-20-0130-07100-0050	LUGO JAVIER & MARISELY
12-26-20-0110-00500-0030	MA QI
12-26-20-0110-01500-0040	MAADDI RABE ISSA
12-26-20-0120-39B00-0110	MACIAS AIDA LUZ & PEDRO JOSE
12-26-20-0110-02300-0030	MAGGI ROBERT LOUIS JR & ANYURY
12-26-20-0120-03800-0120	MAJMUNDAR AMI INDRAVADAN & PATEL KISHAN
12-26-20-0110-00800-0040	MAJOR OAK LAND TRUST
12-26-20-0110-01900-0230	MAKAR EMAD & MIRIAM
12-26-20-0110-01700-0040	MALIK KIRK & WILLIAMS DANIELLE
12-26-20-0120-39A00-0020	MALSETTY KIRAN & DASARAJU SAI VAISHNAVI
11-26-20-0130-07100-0060	MANNE GOPINATH

12-26-20-0110-02700-0010	MANZANO PATRICK H
12-26-20-0120-03200-0170	MAREDDY HEMANTHA REDDY
12-26-20-0120-29A00-0120	MARKLAND ERIC SCOTT & TARA LEIGH
12-26-20-0110-02400-0020	MARRON TERESA DE LA TRINIDAD GUEVARA
12-26-20-0110-20B00-0010	MARTIN DANIEL MARK
12-26-20-0120-03800-0040	MARTIN JOSE BERNARD & ARIANE
12-26-20-0110-02600-0100	MARTINEZ MELISA & AKINWANDE ISRAEL IBUKUN
12-26-20-0120-39B00-0180	MASKALCHUK SIARHEI & MASKALCHUK ANDREY
12-26-20-0110-02800-0330	MASSARI NELSON & ADA E
12-26-20-0120-39B00-0050	MASSOTE CAROLINA G & MITCHELL MORGAN L
12-26-20-0110-20B00-0090	MASTROPASQUA JOHN ROCCO
12-26-20-0130-06800-0020	MATTHEWS ANDREW SCOTT
11-26-20-0130-05800-0010	MATYTSYN ANDREY & ANASTASIA & TOUSSAINT TATIANA
12-26-20-0110-03400-0060	MCDADE MELISSA RENE & TRIVON THOMAS
12-26-20-0120-29A00-0040	MCGORY FAMILY TRUST
12-26-20-0110-20B00-0020	MCGUIRE SCOTT A & MERREN CAITLIN B ET AL
12-26-20-0110-02800-0070	MCGUIRE SCOTT ALAN & COLETTE BRYHAN
12-26-20-0120-03500-0020	MEDINA JOHN FREDDY & LOZANO ELIZABETH
11-26-20-0130-07200-0070	MEGARGEL TERRI-LYNN LEE
12-26-20-0120-29A00-0180	MEGARGEL WILLIAM BRYAN
12-26-20-0110-02400-0030	MELENDEZ BETHANIA & ANDY
12-26-20-0110-01900-0110	MELNYKOV RUSLAN & MELNYKOVA GANNA
12-26-20-0110-02600-0070	MELTON CHRISTOPHER LUKE & ASHLEY NICOLE
12-26-20-0110-01500-0060	MENDEZ ERIKA & RIVERA ANTHONY
11-26-20-0130-06500-0030	MENDOZA MARIO ALBERTO & ALEJANDRA RAMIREZ
12-26-20-0120-03500-0270	MENWER HMZA NOOFAN
12-26-20-0120-39B00-0090	MERCURIO DEREK PALMIERE
12-26-20-0120-03300-0080	MEREDITH SUZETTE DIANE & SCOTTY LYN
12-26-20-0120-03000-0020	MEYERS KELLI LYNN & NICHOLAS MICHAEL
12-26-20-0110-01600-0050	MINUTELLA ANTHONY & CARIRE JOSE MANUEL LOPEZ
12-26-20-0110-01700-0080	MIRELES JOHAN MIGUEL
12-26-20-0120-29A00-0150	MITCHELL DONNA
12-26-20-0110-01900-0240	MOGOLLON JUAN CARLOS
12-26-20-0120-03500-0080	MOHD NASER & DAWOOD DINA MOHAMMAD
12-26-20-0120-39B00-0060	MOISEI SERGIU & ELENA VLADIMIROVNA
12-26-20-0120-03600-0130	MOISES MARCOS A TINEDO & RUIZ MARIA S MORON
12-26-20-0120-03800-0010	MONDAINE MARIO O JR & VERNEKA L
12-26-20-0120-03000-0170	MONTES JOEL & CASTRO DIANA
12-26-20-0110-02500-0050	MONTIEL ISMAEL ANTONIO CASTILLO & CASTILLO YANELYS
12-26-20-0120-03800-0060	MONTILLA JOSE MARQUEZ
12-26-20-0130-06700-0010	MOODY DEVIN EDWARD
11-26-20-0130-07200-0030	MOORE ANNA K & MOORE JASON A & KARISA MARIE
12-26-20-0110-02800-0300	MOORE HOLLY CHERI & ERIC SHERONE
12-26-20-0120-03400-0170	MOORE MATTHEW RYAN & FAWCETT JERRIE LYNN
12-26-20-0110-01700-0060	MORALES DANIEL ELVIS
12-26-20-0120-03200-0130	MORALES JEANNETTE
12-26-20-0110-02600-0170	MORAN VICTOR S & GUADALUPE
12-26-20-0110-02800-0210	MORAN WALTER ANDREW & JUDITH ELLIOTT
12-26-20-0120-03800-0150	MORENO SEBASTIAN GONZALEZ
12-26-20-0120-03500-0450	MOURAD WALID A & RASHED RAGHDA RASHED SAAD
12-26-20-0110-02300-0040	MUJICA JAIME S B & BARBERII LUISANA M G
12-26-20-0110-02500-0040	MUNOZ DAVID DANIEL GARCIA & KARAYANNIS DEMETRA
12-26-20-0110-01500-0070	MURTAZA ZUBAIR C

12-26-20-0110-02800-0250	NANDYALA HARISH SAI K & YAJAMANAM SNEHA
12-26-20-0110-02700-0080	NANJUNGA ANTONIO SEBASTIAO
12-26-20-0120-03500-0410	NARVAEZ RAMON E & BUXO CELESTE A
12-26-20-0120-29B00-0090	NAVARRO MARTHA L & GONZALEZ ALEX R RODRIGUEZ
12-26-20-0120-03500-0460	NAVULURI KOTESWARA RAO & LINGA GOUTHAMI
12-26-20-0120-03300-0120	NESTOR HALEY ELIZABETH & OLIVER SCOTT JOSEPH
12-26-20-0110-01900-0150	NGUYEN MIKE
12-26-20-0110-20B00-0080	NGUYEN PHUONG VAN LUU & LUONG MAI-PHOUNG THI
12-26-20-0120-03300-0090	NGUYEN TIEN THUY TRAN
12-26-20-0110-01300-0050	NIEVES CINDY RAYLENE
12-26-20-0120-03600-0030	NORRIS JORDAN NICHOLE & BURNS KELLIE ANNE & SCOTT ALLEN
12-26-20-0110-00700-0040	NOVOA ANDRES FELIPE
12-26-20-0110-02200-0090	NUNEZ AVELINO & CRUZ KAREN BOTTON
12-26-20-0110-02800-0100	NURENI NURUDEEN AJEWUNMI
11-26-20-0130-07000-0050	NUSZ JUSTIN NICHOLAS & MELLANYE SALAS
12-26-20-0120-03500-0430	NYAUPANE JIWAN & RUPA
12-26-20-0110-02600-0030	OCASIO LAURA MARIA P & RIVERA GLORIA RIVERA
12-26-20-0110-02800-0340	OLIVER JAMES MICHAEL
12-26-20-0110-02100-0040	OLSEN ROBIN S & CHRISTOPHER R
12-26-20-0130-06600-0040	ORCHARD REALTY MIDTOWN LLC
12-26-20-0110-02100-0080	OROZCO PAOLA ANDREA & CASTRO YOLANDA
12-26-20-0110-00600-0060	ORTIZ ANGEL MANUEL NAZARIO & VANESSA PEREZ NAZARIO
12-26-20-0110-00500-0130	ORTIZ ZYLIA
12-26-20-0120-03100-0100	ORUGANTI PHANIDHAR & GURRAM HRUDAYA SARANYA
12-26-20-0120-03500-0370	OSORIO ADRIANA BERTILDA
12-26-20-0120-03800-0070	OSTWINKLE IVA GOSNJAK
12-26-20-0120-03200-0090	OXFORD RYLAN & ALYSSA & PLACIDO COLLETTE MARIE
12-26-20-0110-02100-0090	PADILLA ERNESTO III & MELINDA LEE
12-26-20-0110-02400-0010	PAEZ KIMBERLY
12-26-20-0120-39B00-0170	PAL SINGH DAVINDER & PAL SINGH HARJINDER
11-26-20-0130-06500-0010	PALAN TUSHAR & TORAL TUSHAR
12-26-20-0110-01800-0100	PARAMKUSHAM ANURAAG & GOVERDHANA RAVALI
12-26-20-0110-00700-0070	PARKS JOHN E & PATRICIA P & PAIGE-PARKS JOHN E
11-26-20-0130-06400-0020	PARSARD PRESTON KIRK
11-26-20-0130-06400-0060	PARSARD PRESTON KIRK
12-26-20-0120-03700-0110	PARVEEN FNU SYEDA NIKHATH
12-26-20-0110-02700-0060	PASHIA NICOLE
12-26-20-0110-01300-0010	PATEL CHANDNI MAHENDRA
12-26-20-0110-01900-0160	PATEL CHANDRIKA DEEP & DEEP CHIMANBHAI
12-26-20-0130-06800-0060	PATLOLLA HARISHWAR REDDY
12-26-20-0120-03100-0010	PAWLICK AMY M
12-26-20-0110-02800-0240	PELLURU KOTI PRABHA & KARUPARTY NAGA VENU SAI SHYAM
12-26-20-0110-01800-0070	PENA JUAN J
12-26-20-0120-03800-0090	PENN-BLYDEN KACEY KANDRA
12-26-20-0120-03000-0160	PEREZ CAROLINA ALEJANDRA & BAENA FRANCISCO JAVIER
12-26-20-0120-03700-0130	PEREZ EVELIN ALTAGRACIA
12-26-20-0120-03700-0150	PERKINS TORA BROOKE & CHRISTOPHER BUDD
12-26-20-0120-03800-0050	PESANTES XAVIER ENRIQUE & NATERA ROXIEL ANAIS
11-26-20-0130-05800-0040	PETROV GENNADY & KUZMINA MARYIA
12-26-20-0120-29A00-0220	PETTIT BORIS BARLOW & RODRIGUEZ-PETTIT WALESKA ENID
12-26-20-0110-02700-0160	PETYO JASON ANDREW
12-26-20-0110-02200-0050	PI PETER A & VILLABLANCA ROSA
12-26-20-0110-02600-0130	PICKENS NICOLE AUBREY

12-26-20-0120-03200-0100	PINALES-PEREZ JUAN & CASTRO VANESSA & ARAUJO JUANA PEREZ
12-26-20-0120-03500-0470	PINTO JOAQUIM DE MAGALHAES & TOMAT BARBARA SUSANA
11-26-20-0130-07000-0040	PINTO ROSA MARIANA HUERTAS & FERNANDEZ ANA ROSA PINTO
12-26-20-0110-20A00-0100	PIPLANI SHEENA & BATRA NAKUL K
12-26-20-0110-00800-0010	PITTLE TRICIA
12-26-20-0120-03700-0120	POIRIER JAMESON JORDAN & NOLEN KATIE BROOKE
12-26-20-0110-20A00-0060	POLAVARAPU MADHURYA & BOPPANA SRINIVAS
11-26-20-0130-05900-0050	POLIAK DZMITRY & KATE
12-26-20-0120-03700-0040	PORRAO MACIEL IAN BRYCE & CHELSEA MARIE
12-26-20-0110-02300-0020	POTHULA RAMDEVA REDDY
12-26-20-0110-02700-0100	POWELL STEVEN ROY & POWELL SUSAN ANNE
12-26-20-0110-20A00-0090	PROULX BRANDON MARTIN & KATHLEEN VICTORIA
12-26-20-0110-01800-0090	PULVER ASHLEY RUTH & BROCKMAN WAYNE STEPHEN
12-26-20-0110-02800-0020	QIAN MARK SU
12-26-20-0110-01900-0210	QUICKERY BRANDI R & TIMMONS JOSHUA D
12-26-20-0110-02100-0030	RACZ KRISZTIAN JOZSEF
12-26-20-0110-01400-0040	RAJASEKARAN BALUMAHENDRA & BOOPALAKRISHNAN SARANYA
12-26-20-0110-20A00-0050	RAMACHANDRAN FNU DILIP & NAMBIAR NEELIMA C
11-26-20-0130-07300-0030	RAMANOUSKI DZMITRY & KISHENIA INA MIKALAYEUNA
12-26-20-0110-02100-0010	RAMIREZ GIOVANNI & ROLON ORIANA VICTORIA BEITIA
12-26-20-0130-06900-0010	RAMIREZ JAVIER ALCIBIADES & CORDOVA CARLA NATACHA
12-26-20-0120-39B00-0200	RANJAN GYAN & GUPTA VANDANA
12-26-20-0120-29A00-0260	RAPINCHUK POLINA & SIARHEJ
12-26-20-0120-29A00-0230	REN SHANHUA & COFFELL XINQIN
12-26-20-0120-29B00-0020	RICHARDS JAY THOMAS & LISA CHRISTINE
12-26-20-0110-01600-0070	RIVERS-SMITH TANIELLE AVITA & SMITH ELVIS DANLEY
11-26-20-0130-06400-0080	ROBINSON KARI LEAH & BURNETT-ROBINSON VERONICA CECILIA
12-26-20-0120-03500-0380	ROBY JULIE & CHRISTOPHER SHANE
12-26-20-0110-01400-0020	RODRIGUEZ ALEJANDRA
12-26-20-0130-06700-0060	RODRIGUEZ ARIEL JOSE & NEGRON ERIKA RIVERA
12-26-20-0110-02300-0140	RODRIGUEZ MATTHEW D
12-26-20-0110-02700-0030	RODRIGUEZ NAYGELISA MARIE
11-26-20-0130-07300-0020	ROGACHEVA LOLITA NICOLE
12-26-20-0130-06700-0020	ROMERO JONATHAN TYLER
12-26-20-0110-02800-0010	ROSARIO ADAM ELIEZER & VIRGINIA ADELE
12-26-20-0110-03400-0010	ROSAS DANIEL & NGUYEN THUY T
12-26-20-0120-03000-0140	ROSATONE PHILIP VINCENT III & LINDSAY ERIN
12-26-20-0110-02500-0100	ROSEAU PIERRE MENDES & DANIELLE
12-26-20-0120-39B00-0070	ROY AVIK
11-26-20-0130-07200-0010	RTHOME1 LLC
12-26-20-0110-01400-0070	RUSH SCOTT CARL
12-26-20-0120-29A00-0160	RUTKOWSKI ANNA & MARTIN
12-26-20-0110-02800-0050	RY4 LLC
12-26-20-0130-06900-0050	S&N WINTER HEAVEN REALTY LLC
12-26-20-0120-03500-0030	SAAD MALEK & ROUAH ALI CHARAF
12-26-20-0110-02400-0060	SABADO MICHAEL A DOMINGO & KRYSSIA FLORES
12-26-20-0110-01800-0060	SAHA BISWARUP & PAUL SUSMITA
12-26-20-0120-03100-0020	SAHIB AZHAR AHAMED & JAFARALI JASMIN
12-26-20-0110-01900-0050	SAHOO SUSHANTA KUMAR & MANINI
11-26-20-0130-06400-0040	SAJID MAHA
12-26-20-0120-03600-0020	SALAMI SETEMI SHINA & GRACE NJIRAN
12-26-20-0120-39B00-0240	SALAZAR SANDRA & FABIO A
12-26-20-0120-03800-0030	SALEM HICHAM & ZEINELABEDIN KHALED ABDELWAHAB

12-26-20-0120-39B00-0150	SALOMON STANLEY I
12-26-20-0120-03000-0030	SANCHEZ AIRKA E & KRIZINOFSKI DANIEL C
12-26-20-0120-03200-0040	SANCHEZ ANDREW CHARLES
12-26-20-0110-00500-0050	SANCHEZ KENNY & ROSADO JOANNE MARIE MARRERO
12-26-20-0110-00900-0040	SANDERS LILY REID
12-26-20-0110-02500-0070	SANDERS ROBERICK
12-26-20-0120-39B00-0100	SANTIAGO ASHLEY THEKERA
12-26-20-0120-03700-0200	SANTIAGO LISETTE
11-26-20-0130-07300-0010	SANTOL ESTATE LLC
12-26-20-0120-03000-0050	SANTOS CESAR JR
11-26-20-0130-07100-0040	SANTRA UMA RAVISHANKAR
12-26-20-0120-03000-0040	SARAVIA FRANCISCO JAVIER ALVAREZ & DE ALVAREZ OLGA SADITH VASQUEZ
12-26-20-0110-02300-0050	SATRASALA SURESH KUMAR
12-26-20-0120-03100-0060	SAVCHENKO ANDREY & ALSHANSKAYA SVETLANA
12-26-20-0110-02100-0120	SCHWEIGERT ROSEANN & ALBERT J
12-26-20-0120-29A00-0190	SCOTT TODD WAYNE & BANG BOYEONG
12-26-20-0110-02700-0090	SEEFONG MATTHEW BRANDON
12-26-20-0120-03600-0090	SEN KATHARINA LENING
12-26-20-0110-01800-0030	SENTHILVEL ARJUN K & NAGENDIRAKUMAR P
12-26-20-0120-03500-0120	SEPANIK BRIAN JAY & MUSSE-SEPANIK DAWN MARIE
12-26-20-0110-03300-0020	SEPE MICHAEL JOSEPH & SAALFIELD ERICA ALICEA
12-26-20-0120-03800-0130	SERRATA WARREN ANTHONY
12-26-20-0120-03800-0020	SETTLE ROBERT M & MAGALLY I
12-26-20-0120-03300-0100	SHAAM2 LLC
12-26-20-0110-02200-0100	SHAH PREYANSH & PARIKH DEEPAL NANDKISHOR
12-26-20-0110-02600-0080	SHAH TARUN S & CHETNA T
12-26-20-0120-29A00-0130	SHEHADEH JAMES FARID & MARLIEN H
12-26-20-0110-03400-0030	SHOCKLEY CYNTHIA NUNN
12-26-20-0120-03100-0050	SIERRA LUIS ESTEBAN & ADRIANA MELISSA
12-26-20-0110-01600-0020	SILVA FLAVIO ANTONINO SANTOS DA & GABRIELE CRISTINA B
12-26-20-0120-29A00-0110	SILVA MARGARET ANNE & FRANCISCO CARLOS
12-26-20-0110-02100-0060	SIMS JACOB RICHARD & BRIANNA NICOLE
12-26-20-0110-02200-0010	SINGH RAO RANDHIR & KAUR TARANPREET
11-26-20-0130-07100-0010	SMITH MCKAY MICHAEL & ANNIE ELIZABETH LONG
12-26-20-0120-03700-0090	SMITH SHANNON LEE & SMITH BARBARA
11-26-20-0130-07000-0070	SMITH TRACY ANN
12-26-20-0110-02800-0270	SNODGRASS NATHANIEL LEE III & LANE SHELBEY ELIZABETH
12-26-20-0120-39B00-0040	SOK THOEUN & MITCHIE GAY VILLANUEVA
12-26-20-0120-03500-0400	SOLARTE ARIEL BERRIO & MORALES PIEDAD MARIA B
12-26-20-0120-03300-0210	SOMMA ALBERT FRANK & MELISSA MARIE
12-26-20-0110-01800-0050	SONG HONGMEI & YANG QIANG
12-26-20-0110-01900-0100	SONI SHEETAL KUMAR
12-26-20-0120-03300-0220	SOON ASHLEY GLADYS & FUENTES LIAUDRIZ LIZAN
12-26-20-0110-02300-0100	SOSA JONATHAN F C & BAGARIC MARINA
12-26-20-0110-01200-0010	SOTO KELVIN L & PLANTE ALEXANDRA EMILIA VIEIRA
12-26-20-0120-03500-0070	SOUMAHORO ABDOUL KADER SEKO & EVA MARIE
12-26-20-0110-20B00-0040	SPITALERI KEITH DREW & JENY ROXANA
12-26-20-0110-01900-0070	STAFFORD MATTHEW DONALD & SAMANTHA JO
12-26-20-0110-02800-0350	STEPHENS CHRISTOPHER WILLIAM & LINDA ANNE
12-26-20-0110-02700-0130	STONE CLIFFORD III & JASMINE DENISE
11-26-20-0130-05900-0020	STOPATSCHINSKAJA SHANNA
11-26-20-0130-07200-0080	STOPATSCHINSKAJA SHANNA
12-26-20-0110-02300-0160	SU ZHEN HONG

12-26-20-0120-03800-0200	SUELA MARIA KRISTINA E & SUELA JOSEPH M M
12-26-20-0110-01000-0040	SULLIVAN KALEY CATHERINE
12-26-20-0120-39B00-0080	SULOCHANA RAJESH B & VASANTHAKUMARI SHEEJA RANI V
12-26-20-0120-03700-0080	SULTANA FARZANA & BHULYAN MD FOYSOL AHAMMED
12-26-20-0120-29A00-0060	SUMMERSBEE MELVYN JOHN & JANE ANTHEA
12-26-20-0120-03000-0150	SUNDARANEEDI NAGESWARA RAO
11-26-20-0130-05800-0060	SUNDOMA LLC
12-26-20-0120-29A00-0090	SUNKARA MADHURI & YARA ANAND KUMAR
12-26-20-0110-02400-0100	SURIEL EDDY JUAN JR & SOL EXIMAR
12-26-20-0120-03000-0180	SUTTER MICHAEL GLEN
12-26-20-0110-01500-0020	SWANSON JASON
12-26-20-0110-02800-0230	TABOLT DYLAN LYLE
12-26-20-0120-29A00-0020	TALEMWA MARY GALIMAKA & ZIWA ALI
12-26-20-0110-00500-0100	TANG WEIMIN & CAI LIPING
12-26-20-0110-01900-0180	TANIOUS PAUL AYYAD & MARTINA ADEL
12-26-20-0120-03000-0070	TAVAREZ NAHUM E
12-26-20-0120-03200-0140	TER-STEPANYAN ARMEN & TATYANA
12-26-20-0130-06800-0050	THALLURU LAKSHMI & RAMACHANDR SURYA PETETI
12-26-20-0110-00500-0120	THOMAS ANTHOINETTE DASHAWN
12-26-20-0110-00500-0040	TINEO VICTOR A
12-26-20-0110-00500-0090	TINEO VICTOR A
12-26-20-0110-02100-0070	TINNEY LISA MARIE
12-26-20-0120-03500-0340	TORRES MEJIAS DANIEL
12-26-20-0110-02600-0110	TRAN DANIEL VINH
12-26-20-0110-01900-0040	TRAN PAUL DUNG
12-26-20-0120-03000-0090	TRUMP RYAN PHILIP
12-26-20-0110-02700-0140	TUTEIN SHENEL MARIE MOOREHEAD
12-26-20-0120-03600-0120	VALDEZ JEAN C
12-26-20-0110-00500-0020	VAN NINH TRINH & LE NGOC HUE
11-26-20-0130-07300-0060	VARGAS ROBERT
12-26-20-0120-29B00-0210	VASANTRAO HEMANTH
12-26-20-0120-39A00-0030	VAZQUEZ JOSE GUILLERMO & ZAMORA TAINEX AZENETTE
12-26-20-0110-01900-0060	VAZQUEZ MARIPAZ PLAZA & ERIC MICHAEL
12-26-20-0110-03400-0070	VEGA ALEXANDER & JIMENEZ ELVIRIS MARIEM FREITEZ
12-26-20-0110-02700-0050	VELEZ ANA D
12-26-20-0110-02600-0010	VELEZ-MIELES MIGDALIA
12-26-20-0110-02800-0320	VENCESLAU JABNER M & MILENA DE FATIMA M TREVISE
12-26-20-0120-03100-0070	VENKATARAMANI VIJAYASHANKAR & ANBARASAN PAVITHRA
11-26-20-0130-06500-0060	VENKATESAN-RAJASEKAR FAMILY TRUST
12-26-20-0110-03400-0040	VIALVA CHARMAINE NEOLENE
11-26-20-0130-07000-0010	VIJAYAN MANIKANDAN & MOTHINATHAN SWADHINI
12-26-20-0110-01100-0020	VILARDI JESSICA L
11-26-20-0130-07300-0080	VILLETA JULIO CESAR & TARA LYNN
12-26-20-0130-06600-0030	VIVAL REALTY LLC
12-26-20-0120-29A00-0050	VOSS GRACE & JOHN BERNARD
12-26-20-0110-02600-0050	WALKER ASTRID A & FELDMAN STEVEN V
12-26-20-0110-02800-0030	WAN JIANGLING & GAN CHUANYONG
12-26-20-0120-03300-0170	WANG FEIDIE
12-26-20-0120-03400-0130	WANG JIE
12-26-20-0120-39B00-0030	WANG WEI BIN
12-26-20-0110-01400-0060	WASHINGTON CARMEN SYREETA & MICHAEL TODD
12-26-20-0110-01000-0010	WATTS JOHN MICHAEL
12-26-20-0110-01900-0200	WAXMAN SALLY J & ERNEST SEYMOUR

12-26-20-0110-02700-0150	WELFARE DANA KIZZY & MARQUIS ALTHORNE
12-26-20-0110-01600-0030	WENG DEON JOSEPH
12-26-20-0110-03400-0050	WHITE CIARA ROSE
12-26-20-0110-01700-0030	WHITE CLARE WALSH & THOMAS E
12-26-20-0120-39A00-0040	WHITE TAMAR MCPHERSON
12-26-20-0120-03200-0030	WHITENER-PATTERSON MARLIN NECOLE
12-26-20-0120-03200-0050	WHITTAKER MICHAEL THOMAS & AMBER LYNN
12-26-20-0120-03500-0310	WICKISER NICHOLAS CHARLES & FREDERICK KATHRYN SUE
12-26-20-0110-02800-0170	WILKES ZOE & MICHAEL CHRISTOPHER
12-26-20-0110-02100-0140	WILLIAMS ARELYS ANEL
12-26-20-0110-01300-0070	WILLIAMS GREGORY MOORE JR & EMILY MARIE
12-26-20-0130-06800-0010	WILLIAMS JIMMY FRANK II & JOANNA RENEE
12-26-20-0120-29B00-0010	WILSON BRITTNEY JEAN & CHARLES BYRON
12-26-20-0110-02800-0260	WILSON RICHARD TYRONE & SALAZAR YADITZY D VELASQUEZ
12-26-20-0120-03000-0060	WINTER JONATHAN LEONARD
12-26-20-0110-02400-0070	WISNESKI ASHLEY MARIE & NICHOLAUS CLARK
12-26-20-0110-01700-0070	WOLNIK TAMMY JEAN
12-26-20-0120-03400-0100	WYLEGALA JAROSLAW JAKUB & PATEL AKANKSHA
12-26-20-0110-01400-0010	XHUKELLARI PERPARIM & PAOLA
12-26-20-0110-02300-0070	YANG HUA C
12-26-20-0110-20B00-0030	YARA ANAND KUMAR & SUNKARA MADHURI
12-26-20-0120-03000-0190	YELLAMPALLI NAGESWAR REDDY
12-26-20-0110-00500-0150	YOUNG BRETT W & TARA
12-26-20-0110-01800-0040	YOUNG SHERESE LATOYA
12-26-20-0110-20B00-0050	ZAPATA JOSE GUILLERMO & JENNIFER ANNE
11-26-20-0130-07300-0040	ZAPATA MARITZA
12-26-20-0120-03100-0120	ZAPFEL DIANE LYNN
12-26-20-0110-01900-0030	ZAYAS GABRIEL NOEL & BRITTNEY CARIDAD
12-26-20-0110-02400-0050	ZAYICEK MARCUS ANTHONY & HEATHER BLACK
12-26-20-0110-01100-0010	ZOLA CESAR ALEJANDRO
12-26-20-0120-29A00-0100	ZUIDEMA DEMETRIUS & ANA PAULA REIS
12-26-20-0110-02700-0040	ZUNIGA JABARI CARLOS

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

6C

RESOLUTION 2024-18

[ANNUAL ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2024/2025; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; 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 established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District has determined to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”), attached hereto as **Exhibit A**; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to fund the Adopted Budget through a funding agreement and/or through the imposition of special assessments on benefitted lands within the District, which special assessments may be collected by direct bill or on the tax roll pursuant to Chapter 197, *Florida Statutes*; and

WHEREAS, in order to fund the District’s Adopted Budget, the District’s Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. OPERATIONS AND MAINTENANCE ASSESSMENTS.

- a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the

assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.

- b. Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.
- c. Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- a. Tax Roll Assessments.** If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. Direct Bill Assessments.** [RESERVED.]
- c. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 23rd day of August, 2024.

ATTEST:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

7



FLORIDA INSURANCE ALLIANCE



Avalon Park West Community Development District

Date of Visit:	Wednesday, July 10, 2024, at 1:00 PM
District Manager:	Jamie Sanchez, SanchezJ@whhassociates.com
Amenity Manager:	Neeraj Chander, NChander@accessdifference.com
Address:	5060 River Glen Blvd., Wesley Chapel, FL 33545
Egis Attendees:	Brett Crecco, Loss Control Consultant

Visit Overview & District Summary

The purpose of the visit on the above referenced date was to allow our team to gain a better understanding of the Avalon Park West Community Development District which consists of approximately 265 acres. District owned amenities include a clubhouse, pool, splash pad, playground, and spa. Additional district owned property includes entry features, pool equipment, sidewalks, and fencing.

The visit also allowed us to support the district's loss control efforts by identifying any hazards that could lead to accidents and claims and discuss recommendations to remediate any loss producing conditions. Those recommendations are included in this letter. While we did not have the opportunity to observe all areas owned and/or maintained by the district, we feel that the areas we were able to observe are representative of the general condition of the property.

Strengths

Strengths highlight some of the existing risk mitigation strategies in place. Consistent application is important to the District's overall risk management program.

- CCTV camera system monitors areas in and around the pool area.
- No Lifeguard on Duty is posted at entry of pool area.
- Pool pump equipment and chemicals are only accessible through a locked gate.

Critical Recommendations

Critical recommendations are associated with exposures and hazards that can represent a significant danger or risk warranting immediate attention. While follow-up for all recommendations is encouraged, items in the critical category may require documented resolution (i.e. photos) and review by FIA's Risk Services team if indicated in the recommendation description.

- No critical recommendations at this time.

Important Recommendations

Important recommendations are provided to address exposures that if not corrected, have the potential to result in moderate injury or property/liability losses. Some of these recommendations have been proposed from prior visits.

- Access to Chemicals
- Access to Equipment
- Pool Area Channel Drains
- Pool Furniture
- Electrical Panel
- Gas Grills
- Playground Maintenance
- Pond Signage
- Facility Rental Agreement

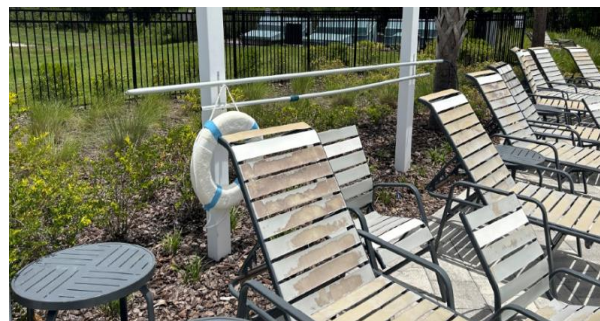
Access to Chemicals – Any chemicals stored under the sink in rented areas may be accessed by children and may lead to chemical burns, poisoning, blindness, etc.



Consider relocating all cleaning chemicals to locked cabinets or storage closets. As an alternative, child-proof locks or keyed locks may be added to existing cabinetry to prevent unauthorized access.



Access to Equipment – Quick and easy access to the life-saving buoy ring and shepherds hook are blocked by pool furniture and may cause a delay in an emergency.



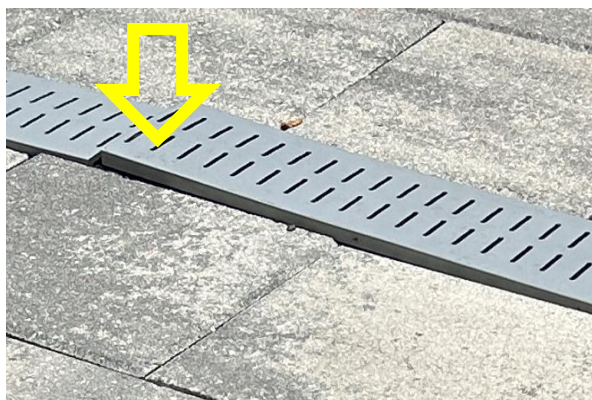
Please rearrange pool furniture to allow an unobstructed access pathway to life saving equipment. Train amenity staff to monitor and address as needed



The shepherd's hook is missing a wingnut or lock nut. Install wingnut to prevent the hook from disconnecting from the pole in an emergency.

Pool Area Channel Drains – The raised channel drain covers shown below are in high traffic areas and may cause a trip and fall.

Channel drains should be flush (less than ¼" elevation change) with the surrounding pavers to help reduce trips and falls. Please consider repair or reseating these as necessary.



Pool Furniture – Some of the pool furniture are missing straps which may lead to a patron falling through and getting injured.

Please closely inspect all pool furniture for cracked or missing straps and repair or replace as necessary. Take suspected pieces out of service until repaired to prevent patron injury.



Electrical Panel – The electrical panel is blocked by stored items and cannot be accessed easily or quickly in an emergency.

OSHA and NEC standards require at least 36" clearance in front of all electrical panels at all times to allow unobstructed access in the event of an emergency. Consider panel decals to remind staff not to obstruct this area.



Gas Grills – Although a nice amenity, the portable gas grills can cause injury to patrons if not used properly. Signage is posted but the instructions do not apply to the grills currently present. The current two grills in use are residential quality, not commercial quality. These grills can be stolen or tipped over since they aren't anchored.

Please see the attached handout on grill safety. Consider utilizing commercial quality grills as most manufacturers of residential gas grills specifically advise against commercial or non-residential use.





The Grill Operating Instructions sign references a Firemagic timer and valve (which do not currently exist for these grills) so it may be confusing for patrons. Signage should be changed to reflect the instructions for the type of grills in use.

Playground Maintenance – The playground lacks signage and/or warning decals to inform parents and guardians of the age appropriateness of the equipment, hot surfaces, slippery when wet warnings, as well as strangulation clothing hazards and recommendations for adult supervision. Additionally, the playground lacks the necessary surfacing mulch depths to mitigate falls from heights. Areas of rust may cause lacerations and abrasions.

Please review the attached playground handout and consider adding recommended signage and decals. This equipment appears to be Qitele brand and may be for ages 2-12. The original developer may have the paperwork to verify this and/or the installer may have signage for this specific equipment. Below are some examples of signage and decals for reference. Consider adding surfacing mulch to the levels recommended for fall heights. Repair, repaint, recoat rusted areas as needed to prevent injury.



<p>Pond Signage – Warning signage was not observed during the site visit adjacent to heavily traveled sidewalks. Alligators and snakes may be in or near these ponds and could present a hazard to patrons and pedestrians.</p>	<p>Consider adding signage to ponds that are adjacent to areas with high pedestrian traffic including sidewalks and trails. Signage should prohibit swimming, boating, fishing (if district policy) and warn of wildlife in the area such as alligators and snakes. Examples below.</p>
	

<p>Facility Rental Agreement – The facility rental agreement appears to not have recommended indemnification or hold harmless language that is designed to protect the district.</p>	<p>Please review the attached handout on facility rental agreements. Please consider having district legal counsel review and revise these agreements as needed to help reduce facility rental liability.</p>
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Advisory Recommendations

Advisory recommendations are provided to address exposures that while having the potential for loss, would not normally result in a significant or severe loss. These recommendations are typically provided to share best practices.

- No advisory recommendations at this time.

Playground Safety: A Comprehensive Approach for Districts

Playgrounds are an asset to any community and present an opportunity for children to have fun, exercise, while supporting physical, social, and intellectual development. Playgrounds can also present significant injury hazards if safety guidelines and best practices are not followed. The U.S. Center for Disease Control and Prevention (CDC) data shows that over 200,000 children head to emergency rooms annually due to playground related injuries. This reference note highlights the areas to consider when providing safe playgrounds for communities and includes a checklist developed by the Consumer Product Safety Commission (CPSC) that can be used as an assessment tool.

Age Suitability and Design

The needs and abilities of children will vary along with their ages and stages of development. Therefore, it is important for playground equipment to be in line with the size, ability, and developmental needs of the children who will be playing there. These traits vary greatly from the ages of 2 to 12. The equipment manufacturer will designate equipment age groups based on a number of factors including fall height, guardrail height, and overall complexity of the structure. The two most common age groups are 2-5 and 5-12. Consider partnering with a qualified playground design firm. Their expertise in age-appropriate equipment selection, layout optimization, and adherence to safety standards (like those outlined in the CPSC Handbook for Public Playgrounds) ensures you create a space that caters to all developmental stages.

Fall Surfacing

Falls are a common playground occurrence. Installing and maintaining appropriate surfacing under and around equipment significantly reduces the risk of serious injuries, especially head trauma. The surfacing material should provide sufficient shock absorption based on the specific fall height of each play structure. Surfacing should extend 6 feet in all direction from play structures. For swing sets, the surfacing should extend twice the height of the top bar. Industry standards like ASTM F1292 should be met for safe surfacing materials. Regular inspections are vital to ensure proper depth and functionality. Worn or compacted surfaces lose effectiveness. The CPSC table above outlines recommended depth for various surfacing materials. Inappropriate surfacing materials are asphalt, carpet, concrete, dirt, and grass. Keep in mind that loose-fill materials will compress at least 25 percent over time due to use and weathering, so frequent maintenance and inspection are important.

Inches Of	Material Type	Protects To Fall Height
9"	Shredded Rubber	10'
9"	Sand	4'
9"	Pea Gravel	5'
9"	Wood Mulch	7'
9"	Wood Chips	10'

Supervision

Playgrounds can present special challenges as children may use the equipment in unintended and unanticipated ways, making adult supervision imperative. Play areas should be designed so that caregivers and parents can easily oversee their children.

Inspection and Maintenance

Regularly inspecting playground equipment is an important way to support a safe play environment. Documented inspection should be carried out at least monthly, using a checklist like the one included below. During higher use periods, it is recommended that inspections be conducted more frequently. Daily visual inspections are also a great best practice. Identified deficiencies should be repaired promptly according to manufacturer guidelines. Areas in need of repair should be marked with caution tape, temporary fencing, or cones to ensure that children are not exposed to the area until the repair can be completed.

Frequently Asked Questions (FAQ) on Playground Safety

Q: How often should we replace playground equipment?

A: The lifespan of playground equipment depends on various factors like material, usage frequency, and maintenance practices. However, most equipment has a lifespan of 8-15 years. Regular inspections will help identify when replacement becomes necessary.

Q: What are some common playground safety hazards?

A: Common hazards include:

- Worn or inadequate surfacing
- Damaged equipment (broken swings, loose bolts, etc.)
- Protruding objects or sharp edges (including loose hardware)
- Unsafe play behaviors (roughhousing, climbing on non-designated areas)
- Non-commercial equipment or equipment that does not conform to CPSC Standards for Public Playgrounds

Q: What are some alternatives to wood chips for fall surfacing?

A: Several safe and effective surfacing options exist beyond wood chips. These include:

- **Shredded rubber:** Provides good shock absorption and comes in various colors.
- **Poured-in-place rubber:** Offers a seamless, low-maintenance surface but can be more expensive.
- **Artificial turf:** Provides a clean and visually appealing surface but may not offer the same shock absorption as other options.

Q: What should playground rules signage include?

A: Here is what we typically suggest:

- Recommended age group(s) for equipment (from manufacturer)
- Language that encourages safe play behaviors like taking turns and using equipment properly.
- Warning of hot surfaces and surfaces being slippery when wet
- Language encouraging adult supervision
- Operating hours (dawn to dusk is recommended for areas without an artificial light source)
- Reminder that use of playground is “at your own risk”

Our team is always here to help. If you have any questions, please contact us at riskservices@egisadvisors.com.

PLAYGROUND SAFETY CHECKLIST



SURFACING

- ☐ Adequate protective surfacing under and around the equipment.
- ☐ Surfacing materials have not deteriorated.
- ☐ Loose-fill surfacing have no foreign objects or debris.
- ☐ Loose-fill surfacing materials are not compacted.
- ☐ Loose-fill surfacing materials have not been displaced under heavy use areas such as under swings or at slide exits.

DRAINAGE

- ☐ The entire play area has satisfactory drainage, especially in heavy use areas such as under swings and at slide exits.

GENERAL HAZARDS

- ☐ There are no sharp points, corners, or edges on the equipment.
- ☐ There are no missing or damaged protective caps or plugs.
- ☐ There are no hazardous protrusions.
- ☐ There are no potential clothing entanglement hazards such as open S-hooks or protruding bolts.
- ☐ There are no crush and shearing points on exposed moving parts.
- ☐ There are no trip hazards, such as exposed footings or anchoring devices and rocks, roots, or any other obstacles in the play zone.

SECURITY OF HARDWARE

- ☐ There are no loose fastening devices or worn connections.
- ☐ Moving parts, such as swing hangers, merry-go-round bearings, track rides, are not worn.

DURABILITY OF EQUIPMENT

- ☐ There are no rust, rot, cracks, or splinters on any equipment. Pay close attention to where the equipment meets the ground.
- ☐ There are no broken or missing components on the equipment. This includes handrails, guardrails, steps, rungs, etc.
- ☐ There are no damaged fences, benches, or signs on the playground.
- ☐ All equipment is securely anchored.

GENERAL UPKEEP OF PLAYGROUNDS

- ☐ There are no user modifications to the equipment, such as strings and ropes tied to equipment, swings looped over top rails, etc.
- ☐ The entire playground is free from debris or litter such as tree branches, soda cans, bottles, glass, etc.

INSPECTION BY:

DATE OF INSPECTION:

NOTES AND ITEMS NEEDING ATTENTION:



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Sizzle with Safety: Best Practices for Community Grills

Grilling is a quintessential summer activity, fostering community spirit and delicious memories. However, it's crucial to prioritize safety to ensure everyone can enjoy this pastime without incident. This comprehensive guide outlines best practices for districts to create a safe and enjoyable grilling experience for residents.

Understanding the Risks

Before diving into the specifics, it's important to acknowledge the potential risks associated with grilling, including:

- **Burns:** Contact with hot surfaces or flames can cause burns, especially for children and pets.
- **Fires:** Improper grill use or placement can lead to fires, damaging property and potentially causing injuries.
- **Carbon Monoxide Poisoning:** Grilling in enclosed or poorly ventilated spaces can lead to carbon monoxide buildup, a colorless, odorless gas that can be fatal.

By understanding these risks, districts can take proactive measures to mitigate them and create a safe grilling environment.

Choosing the Right Grill

The type of grill you choose can significantly impact safety. Whichever grill you choose, ensure it is designed for commercial use. Here's a breakdown of the most common types:

- **Gas Grills:** Convenient and quick to heat up but require proper gas line installation and maintenance. Ensure regular professional inspections to prevent gas leaks.
- **Charcoal Grills:** Offer a classic smoky flavor but require careful ash disposal and pose a fire risk from sparks and embers. Provide a designated metal container for ash disposal and place the grill on a non-flammable surface.
- **Electric Grills:** The safest option but may not reach high temperatures. Ensure the electrical outlet is properly grounded and protected.

Placement and Installation

Location is key when it comes to grill safety. Consider the following:

- **Clearance:** Maintain a minimum of 10 feet clearance from structures, overhanging branches, and flammable materials. If a permanent installation is not feasible, ensure the grill is movable and can be positioned at a safe distance from structures during use.
- **Stable Surface:** Place the grill on a level, non-combustible surface like concrete or pavers.
- **Ventilation:** Avoid grilling in enclosed spaces. If using a grill under a covered area, ensure proper ventilation to prevent the accumulation of smoke and carbon monoxide.

Safe Grilling Practices

Promote safe grilling practices among residents through clear guidelines:

- **Lighting Instructions:**
 - **Gas Grills:** Open the lid, then turn on the gas and ignite according to manufacturer instructions. If the flame goes out or does not light, turn the grill and gas off and wait at least 5 minutes before re-ignition.
 - **Charcoal Grills:** Use a charcoal chimney starter or electric starter. Never use gasoline or lighter fluid to light coals.
- **Electric Grills:** Plug in and preheat according to manufacturer instructions.
- **Fire Safety:** Have a fire extinguisher readily available and ensure residents know how to use it.
- **Cleaning:** Clean the grill after each use to prevent grease buildup, which can cause fires.
- **Fuel Safety:** Follow manufacturer instructions for handling and storing propane tanks or charcoal.

Signage and Communication

Clear and concise signage is crucial for promoting grill safety. Consider including the information like the following on signs posted near the grill area. Keep in mind that the guidance on signs may need to be adjusted to reflect the type of grill and manufacturer recommendations:

- Never leave a lit grill unattended.
- Keep children and pets at least 3 feet away.
- Clean the grill after each use.
- Properly dispose of ashes in designated containers (for charcoal grills).
- Keep combustibles away from grill.
- Report any malfunctions or damage to [designated contact].
- Use at your own risk.
- Adult supervision recommended.
- Extinguish grills properly by closing the lid and turning off the gas valve (for gas grills).
- Do not move a hot grill.
- Do not grill in high winds.
- Grease and fat buildup should be cleaned regularly.
- Use caution when opening the grill lid as heat and steam may escape.
- Observe posted grill hours.
- Review and follow manufacturer instructions for specific grill operation and safety guidelines.
- Emergency Contact:
 - In case of fire, call 911.
 - For other emergencies, contact [designated contact].
- Location of first-aid kit and fire extinguisher.

Risk Transfer

- **Rental Agreements:** Consider having residents sign a rental agreement outlining their responsibilities for grill usage, acknowledging risks, and agreeing to follow the rules. This can help ensure accountability and promote safe practices.

Maintenance and Inspection

Regular maintenance is crucial for ensuring grill safety.

- **Designated Responsibility:** Assign a staff member or volunteer to be responsible for grill maintenance and inspections.
- **Inspection Checklist:** Develop a checklist for regular inspections, including:
 - Checking for gas leaks (if applicable)
 - Inspecting for damage to grill components
 - Verifying proper functionality of igniters, burners, and controls
 - Confirming cleanliness of the grill and surrounding area
- **Prompt Repairs:** Address any maintenance issues promptly to prevent accidents. Document maintenance and repairs.



By following these guidelines and prioritizing safety, CDDs can create a grilling environment where residents can relax, socialize, and enjoy delicious food without worry.

At Florida Insurance Alliance, we understand the risks and hazards found in our member districts. If you have areas of concern or would like one of our knowledgeable loss control consultants to review and assess your district's risk management program, please contact us at riskservices@egisadvisors.com.



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Mitigating Facility Rental Risk: A Comprehensive Guide for Districts

Districts that rent out their facilities to third parties face a variety of risks, including property damage, liability for accidents or injuries, and reputational damage. It's crucial for districts to understand these risks and take steps to mitigate them. Implementing a robust risk management strategy can help protect the district's assets, ensure the safety of users, and maintain a positive community image. This guide will outline best practices and key takeaways to help districts effectively manage facility rental risks.

Assessing and Controlling Facility Rental Risk

Deciding who can rent your facility, when, for how long, and for what purposes is ultimately up to the discretion of the district. Developing criteria that can be used consistently to assess and control the risk of each event or rental is the first step in protecting the district. Consider the following to aid in developing your criteria:

Size of the event: Although the size of an event as a sole factor may not help determine whether the event is high risk, size should be used in conjunction with other factors to determine whether the larger number of attendees will present additional concerns. Consider whether this event is docile in nature or might generate excitement & activity. Larger crowds could also be difficult for the host to monitor if there are limited resources. Typically, an increase in attendees does increase risk.

Location of the event space: The proposed event and associated activities should be able to be held safely in the available space. Areas included and excluded in the rental should be clear in policies and agreements. Many times, event spaces are located near another district amenity, such as a pool. It will be important to clarify that the rental includes solely the specified space to reduce the likelihood of misusing other areas that may be accessible.

Advertisement of the event: Advertised events will most likely draw a larger crowd. Having the host obtain separate special events coverage for the event may be warranted. For very small low-risk events with controlled attendance and no other concerning risk factors, the district might consider waiving the insurance requirements.

Type of host: If the host is a legally established entity such as a nonprofit or a corporation, there should already be separate coverage in place for their group's interests. The Risk Transfer Basics section below includes additional information on what to request from such entities. Conversely, if the host is an individual and the event/gathering will be small, this may be an example where the district agrees to waive the insurance requirements.

Additional Activities: Events that include physical activities (sports, dances), vehicles (car shows), pyrotechnics, open flames, mechanical rides, or animals may require additional insurance and risk mitigation measures or may need to be reconsidered entirely.

Recurring events: Recurring events should be assessed for their frequency and other risk factors. If the group using the facility is a separate legal entity, like an HOA, they should have their own insurance coverage.

Alcohol use: Alcohol consumption on district property can be a significant risk exposure and may warrant additional coverage. The decision to allow alcohol is at the district’s discretion and emphasis needs to be on controlling the risk exposure. It’s important to note that most general liability policies only include coverage for what’s commonly referred to as the “host liquor” exposure, which is intended to pay for expenses resulting from third party injuries or property damage only if the alcohol was not sold.

An example of this can be “BYOB” events which are becoming more popular and are great candidates for special event insurance policies. BYOB should be defined as beverages for personal consumption and use. If alcohol is served by a contracted bartender or catering company, such vendors should always have their own coverage in place and present an opportunity to transfer associated risks away from the district. All facility users should also agree to fully comply with all state and local laws and ordinances concerning the service and consumption of alcoholic beverages. The requirement for additional coverage or risk control measures should be at the discretion of the district after evaluating the size and scope of the event. To assist with alcohol related controls, we have included a sample alcohol matrix below that can be referenced as districts work with counsel to develop their own requirements. This is intended to be a starting point, to be modified based on the district’s operations and scope of rental activities.



	BYOB Patrons and/or Guests (Rental Events)	Served Patrons and/or Guests (Club and Rental Events)	Sold Patrons and/or Guests (Club and Rental Events)
Permitted	Yes	Yes, but only if a licensed bartender /caterer is hired	Yes, but only if a licensed bartender/caterer is hired
Insurance	Homeowner’s Insurance Rider/Endorsement providing special event coverage or special events coverage that include liquor; or hiring of appropriate party staffing with general and liquor liability coverage.	Event liability insurance: <ul style="list-style-type: none"> • \$250,000 property damage; • \$1,000,000 personal injury, • Alcohol endorsement • District named as additional insured 	Event liability insurance: <ul style="list-style-type: none"> • \$250,000 property damage; • \$1,000,000 personal injury, • Alcohol endorsement • District named as additional insured
Admission Fee Permitted	No	Admission fee only for District sponsored events w/District approval	Admission fee only for District sponsored events w/District approval

Risk Transfer Basics

Proper and consistent risk transfer procedures can help protect your district from loss exposures and transfer the risk back to the user of the facility. The user is most likely to cause and prevent damages and therefore should be held responsible should an incident occur. It is also important to remember that **vendors and contractors**, such as food service providers, that are hired by the facility user can also present an exposure that can be transferred away from your district. All rental and lease agreements, long term and short term should include requirements for the following:

Certificates of Insurance (COI)

A COI from the lessee's (and associated vendors) insurance provider serves as evidence of what current insurance they have in place. This helps ensure that their insurance policy will respond first in the event of an incident. COIs should be obtained for all users, regardless if a fee is charged or not for use of your facility.

Verify the COI contains the following:

- The appropriate type(s) of coverage (typically General liability and in some cases Workers Compensation) Other coverages may be needed based on the type and scope of the agreement.
- Vendors providing alcohol should have liquor liability coverage naming the district as an additional insured as mentioned below.
- Has adequate policy limits (at least \$1m per occurrence and \$2m in aggregate)
- Policy Period is adequate. Make sure it does not expire during the lease period and that they are required to notify you of any changes to the policy within 30 days.
- Names your district as an additional insured on a primary and non-contributory basis, meaning that the user's insurance responds for loss or injury that is a result of their activities before any other insurance or self-insurance, including any deductible maintained by or provided to the district.

Hold Harmless Agreements

Hold Harmless Agreements or Indemnification Agreements, while separate from a COI, go hand in hand and should be included in all facility use agreements. Hold Harmless Agreements help ensure that the user understands and accepts their obligations and to protect you from losses arising from or in connection with their actions. Such agreements and language should be drafted and approved by district counsel.

Additional Considerations for Facility Rentals

Develop a standard rental agreement: Work with counsel to develop a standard agreement that includes the Certificate of Insurance and Hold Harmless provisions outlined above. This agreement should be reviewed by counsel at least annually to ensure it meets any recent changes in law.

Facilities Use Coordinator: Determine which department or staff will be responsible for coordinating the rental process. It is recommended that this process be centralized so that insurance requirements, waivers, etc., are being collected consistently.

Create a standard facility use request form: By using a standard form for all facility use requests, it helps the coordinator to create a consistent process that all potential users must follow. This helps to ensure that there are no surprises or unplanned events. The form should include the name of the individual or organization responsible for supervising the event, how many people will be using the space, what the space will be used for, which spaces are restricted, who can setup furnishings, etc. You can also outline the insurance requirements on the form so that the user is aware ahead of time. This will allow the district to evaluate the risks of the event before entering into a formal agreement.

Evaluate existing procedures: Make a list of each facility, multi-purpose field, park space, etc. where you currently lease, rent or make available that space for public use. If you are a larger district with many spaces available for use, then consider creating a list by department. Additional or revised rules may need to be implemented for rental use.

Make changes as needed: By creating a list of all current users you can then determine where your gaps in protection may exist and remedy them moving forward.

Exceptions: If your district decides that the user of the space does not pose any significant risk or the user cannot provide insurance, you should proceed carefully. Only the district manager or other appointee should have the authority to allow users of your space without insurance protections in place.

Maintain a master list: Be sure to maintain a list of all agreements, request forms, and copies of insurance in a file so that it can be accessed in the event of loss.

Schedule a Safety Briefing: Before the event, conduct a safety briefing with the event organizer to review emergency procedures, equipment use, and any specific rules or restrictions.

Regular Inspections: Conduct periodic inspections of the rental space to ensure it is being used appropriately and to identify any maintenance or safety issues.

Maintenance and Upkeep: The rental agreement should clearly outline the responsibilities of both the district and the renter regarding maintenance and upkeep of the facility. This includes routine cleaning, repairs, and addressing any hazardous conditions.

Instructions on Use of Property and Facilities: The district should provide clear instructions on the proper use of the facility and its equipment, as well as procedures for reporting any problems or concerns.

Limits on Accessible Areas: The rental agreement should clearly define the specific areas included in the rental and any areas that are off-limits to the renter. For instance, pool access should be limited, especially if the duration of a rental goes beyond a pool's normal operating hours.

Potential Hazards: The district should identify hazards and take reasonable steps to them before the rental.

Delegation of Supervision: If necessary, the district may need to provide staff members to supervise the event or activity, especially if it involves high-risk activities or vulnerable populations.

At Florida Insurance Alliance, we understand the risks and hazards found in our member districts. If you have areas of concern or would like one of our knowledgeable loss control consultants to review and assess your district's risk management program, please contact us at riskservices@egisadvisors.com.

Sample Waiver and Hold Harmless Agreement for Facility Use

This sample template is for guidance purposes only, to help districts that allow use of their clubhouses, parks, or other facilities for private events to formalize their rental arrangements. Each district should customize this agreement to best suit their needs including input from district counsel. This is intended as a starting point, not a final product.

1. In consideration for receiving permission to use _____, ("the facility") on _____ I hereby release, waive, discharge and covenant not to sue (THE DISTRICT) the, its officers, agents and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while leasing the facility, or while in, on or upon the premises where the rental is being conducted, while in transit to or from the premises, or in any place or places connected with the rental of the facility. User's rights under this Agreement include the use of _____ but do not include _____.

2. User is granted a license to use the Facility for the following event and no other purpose:
_____.

User understands that the district does not warrant or represent that the Facility is safe and suitable for User's purposes. User expressly acknowledges for itself and for all persons who will be utilizing the premises and Facility in connection with User's purposes that the district is providing the premises and Facility on an "as is" basis.

3. I am fully aware of risks and hazards connected with being on the premises and participating in the rental of the facility, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in the rental of the facility, and I hereby elect to voluntarily rent the facility, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, which may be sustained by me, or any loss or damage to property owned by me, as a result of my being a renter of a (THE DISTRICT) facility, whether caused by the negligence of releasees or otherwise.

4. The District shall not provide any protection or supervision for the personal safety or security of any users or Patrons of any District Facilities, Common Areas, or other component of the District Facilities and Common Areas. All users, Patrons, and their guests use such District Facilities and Common Areas at their own risk. All users, Patrons, and their guests are hereby notified and understand and agree that from time-to-time wildlife, including but not limited to: alligators, snakes, ants, bees, wasps, and other stinging or insects (collectively "Wildlife") may inhabit or enter the District Facilities and Common Areas and may pose a threat to persons, pets, and/or property.

4. As a condition of their use of the District Facilities and Common Areas, all users, Patrons, and their guests are hereby notified, and understand and agree, that the District Parties are under no duty to protect against and do not in any manner warrant or insure against, any death, injury or damage caused any other condition in or upon the District Facilities or Common Areas. All users, Patrons, and their guests entering or using any District Facilities and Common Areas do so at their own risk.

5. The sale, possession, consumption, and use of alcoholic beverages in conjunction with the Event are permitted as contained herein; or not permitted as marked below:

Permitted _____ Not Permitted _____ User acknowledgment (initials) _____

User understands that the sale, possession, consumption, and use of alcoholic beverages in the Facility are subject

to state and federal law, as well as district policies. User and/or User's employees, agents, contractors, licensees, guests, and invitees shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated or are apparently intoxicated. User acknowledges that the district does not condone the irresponsible use of alcoholic beverages. It shall be User's sole responsibility to monitor the use of alcoholic beverages by User's employees, agents, contractors, licensees, guests, and invitees. Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the District feels should require additional liability coverage on a case by case basis to be reviewed by the Board of Supervisors.

6. I further hereby agree to indemnify and save and hold harmless the visitors, employees, occupants of the district facility, releasees and each of them, from any loss, liability, damage or costs they may incur due to my rental of the facility, whether caused by the negligence of any or all of the visitors, employees, occupants of the facility, releasees, or otherwise.

7. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the abovenamed releasees.

8. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limits of liability beyond any limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other law.

In signing this release, I acknowledge and represent that:

I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed; No oral representation, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same; and Have the approved and legal authority of my organization to sign this document.

In witness whereof, I have hereunto set my hand and seal this ____ day of _____, ____.

Participant Signature: _____

Name Printed: _____

Witness: _____

Witness Name Printed: _____ obtained and kept current.

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

8

Memorandum

To: Board of Supervisors

From: District Management

Date: August 23, 2024

RE: HB7013 - Special Districts Performance Measures and Standards Reporting

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A: Goals, Objectives and Annual Reporting Form

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2024-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2024-10 TO RESET THE DATE, TIME, AND LOCATION OF THE PUBLIC HEARING REGARDING THE AMENDED AND RESTATED RECREATIONAL FACILITIES RULES; 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*, as amended, and

WHEREAS, the Board of Supervisors of the District (“Board”) previously adopted Resolution 2024-10, setting a public hearing to adopt the Amended and Restated Recreational Facilities Rules, pursuant to Chapter 190, *Florida Statutes*, for August 23, 2024, at 10:00 a.m. at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545; and

WHEREAS, the Board desires to reset the public hearing to be held on _____, 2024, at _____ p.m. at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545, and has caused or will cause published notices to be provided with the new public hearing information, consistent with the requirements of Chapter 190, *Florida Statutes*; and.

WHEREAS, the Board desires to reset and notice the amended public hearing date.

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

SECTION 1. PUBLIC HEARING RESET. Resolution 2024-10 is hereby amended to reflect that the public hearing is reset to be held at the following date, time, and location:

Date: _____, 2024

Time: _____ a/p.m.

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

SECTION 2. RESOLUTION 2024-10 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2024-10 continue in full force and effect.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Avalon Park West Community Development District

Recreational Facilities Policies

Adopted _____, 2024

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Enforcement of Policies

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

Use of Recreational Facilities at Your Own Risk

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

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

Access Cards

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

General Policies

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

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

Pets and Service Animals Policies

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

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

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

Pool and Splash Area Policies

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

Playground Area Policies

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

Designation of Tenant to Use Resident's Membership Privileges

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

Non-Resident Annual User Fee

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

Rental Policies

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

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

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

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

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

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

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

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

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

8. Additional Policies:

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

f.

Avalon Park West Community Development District
Disciplinary and Enforcement Rule

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

Effective Date: _____, 20__

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

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

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

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

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

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

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

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

6. Appeal of Suspension

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

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

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

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

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

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

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

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

RESIDENT – CLUBHOUSE RENTAL FORM

Today's Date: _____

Event Date: _____

Rental Hours Available Between 8 AM & 8 PM or Dark if earlier. ~~(8 am to 9 PM)~~

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

TYPE OF EVENT: _____

MAXIMUM NUMBER OF PEOPLE ATTENDING: (Fire Code states max capacity is 60 people.)

RESIDENT NAME: _____

RESIDENT ADDRESS: _____

RESIDENT PHONE NUMBER: _____ RESIDENT EMAIL: _____

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

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

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

DEPOSIT: CHECK # _____ AMOUNT: _____ EMPLOYEE: _____

RENTAL: CHECK # _____ AMOUNT: _____ EMPLOYEE: _____

DRIVER'S LICENSE NUMBER: _____ **STATE:** _____

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

FOR OFFICE USE ONLY:

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

IF YES, DESCRIBE ISSUES:

IF NO, DATE DEPOSIT CHECK REFUND REQUESTED: _____

REQUEST BY: _____

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

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

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

CLUBHOUSE RENTAL POLICY & RULES

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

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

- 1) Residents reserving clubhouse will be responsible for their own cleaning supplies and trash bags. All trash must be placed in trash cans/dumpster located outside the trash area across from the clubhouse after the event.
- 2) ~~Keys may be picked up no earlier than one hour prior to the event during normal business hours unless special arrangements are made with the district field manager.~~ Keys not returned immediately following event will result in a charge of \$40 against the deposit for replacement.
- 3) The facility shall not be rented beyond the rental period, all overages on time will be billed at \$25 per quarter hour.
- 4) Absolutely no decorations on walls, window dressing, fans, or ceilings (no staples, no nails, no tape, no tacks, and no screws). Stand up decorations and table decorations are permitted. Balloons are only allowed inside the clubhouse.
- 5) **Host must assign a person to let party guests into the clubhouse and open doors for guests use of the restrooms. Restroom doors, main gate and pool gate shall not be propped open.**
- 6) Shoes and shirts are required. No bathing suits permitted in Amenity/Clubhouse,
- 7) No grills or cooking permitted inside or outside the facility. This is by order of the Fire Marshall.
- 8) Rental fee is \$100 for the timeslot reserved. Four Hour Event Time Including set-up and teardown/clean-up, a full day. With \$250 deposit for residents. Rental fees for nonresidents are as posted on nonresident forms. The deposit is required to be submitted to ensure the clubhouse is clean, undamaged, and all rules are followed. Keys must be returned at the end of the event. Please place the key in the lock box if staff members are not present.
(Taking Community Growth into consideration and Parking Limitations. The recommendation is a reduction in rental timeslots and fee increase be considered. Possibly additional hours at \$25 each and a much higher fee for full day.)
- 9) Amenity Rental Does Not include Pool or surrounding deck areas. No food or drink permitted within 15 feet of the pool's edge.
- 10) **The clubhouse's exterior, including the pool, pool furniture, Splashpad, spa, grills, playground, pond, and exterior grounds may NOT be used for party purposes. They are for the communities' use.**
- 11) Pool usage is by resident/member pass only. All pool rules and guest limitations apply to that pass.
- 12) Cancellation of a booked event two weeks prior will receive a full refund of rental and deposit. Cancellation within two weeks of the event will result in the rental fee being retained and deposit return. **(The amended policies specify a 10-day cancellation period. The associated costs include half of the required deposit and a non-refundable rental fee.)**
- 13) No Smoking. Smoking is prohibited in the clubhouse at any time. All smoking materials used outside must be placed in approved containers.
- 14) In case of emergency, call 911 and notify the District Manager at 1 (877) 276-0889.
- 15) All regulations are subject to change by the Board of Supervisors of the Avalon Park West CDD.
- 16) No alcohol allowed, without prior proof of licensed bartender and copy of their license is submitted, along with prior proof of their insurance listing the Avalon Park West CDD and its staff as additionally insured.
- 16) **The use of bounce houses, inflatable equipment, and similar items is strictly prohibited. This policy is in place to ensure the safety and integrity of the venue.**
- 17) Note: We do not adjust the air conditioner or the heat except in extreme conditions.

I, the undersigned, hereby accept full responsibility for the facility and those in attendance. I understand and will ensure all guests comply with the rules and regulations listed above.
RENTER'S _____

PRINTED RENTER'S FULL NAME _____

PAYMENTS MAY BE MAILED OR HAND DELIVERED TO:

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

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

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

RESIDENT – CLUBHOUSE RENTAL FORM

Today's Date: 6/1/2024

Event Date: 7/15/2024

Rental Hours Available Between 8 AM & 8 PM or Dark if earlier. ~~(8 am to 9 PM)~~ 12-4pm

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

TYPE OF EVENT: Birthday Party

MAXIMUM NUMBER OF PEOPLE ATTENDING: (Fire Code states max capacity is 60 people.) 30

RESIDENT NAME: John Doe

RESIDENT ADDRESS: 1234 Glenn River, Wesley Chapel, FL

RESIDENT PHONE NUMBER: 813.555.1212

RESIDENT EMAIL: ItsMe@yahoo.com

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

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

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

DEPOSIT: CHECK # 0123

AMOUNT: 100.00

EMPLOYEE: AFG

RENTAL: CHECK # 0124

AMOUNT: 250.00

EMPLOYEE: AFG

DRIVER'S LICENSE NUMBER: G-000-543-75-000

STATE: FL

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

FOR OFFICE USE ONLY:

WERE THERE DAMAGES / RENTAL ISSUES?: YES: _____ NO: X All Good

IF YES, DESCRIBE ISSUES:

IF NO, DATE DEPOSIT CHECK REFUND REQUESTED: 7/16/2024

REQUEST BY: N Chander

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

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

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

CLUBHOUSE RENTAL POLICY & RULES

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

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- 1) Residents reserving clubhouse will be responsible for their own cleaning supplies and trash bags. All trash must be placed in trash cans/dumpster located outside the trash area across from the clubhouse after the event.
- 2) ~~Keys may be picked up no earlier than one hour prior to the event during normal business hours unless special arrangements are made with the district field manager.~~ Keys not returned immediately following event will result in a charge of \$40 against the deposit for replacement.
- 3) The facility shall not be rented beyond the rental period, all overages on time will be billed at \$25 per quarter hour.
- 4) Absolutely no decorations on walls, window dressing, fans, or ceilings (no staples, no nails, no tape, no tacks, and no screws). Stand up decorations and table decorations are permitted. Balloons are only allowed inside the clubhouse.
- 5) **Host must assign a person to let party guests into the clubhouse and open doors for guests use of the restrooms. Restroom doors, main gate and pool gate shall not be propped open.**
- 6) Shoes and shirts are required. No bathing suits permitted in Amenity/Clubhouse,
- 7) No grills or cooking permitted inside or outside the facility. This is by order of the Fire Marshall.
- 8) Rental fee is \$100 for the timeslot reserved. Four Hour Event Time Including set-up and teardown/clean-up, a full day. With \$250 deposit for residents. Rental fees for nonresidents are as posted on nonresident forms. The deposit is required to be submitted to ensure the clubhouse is clean, undamaged, and all rules are followed. Keys must be returned at the end of the event. Please place the key in the lock box if staff members are not present.
(Taking Community Growth into consideration and Parking Limitations. The recommendation is a reduction in rental timeslots and fee increase be considered. Possibly additional hours at \$25 each and a much higher fee for full day.)
- 9) Amenity Rental Does Not include Pool or surrounding deck areas. No food or drink permitted within 15 feet of the pool's edge.
- 10) **The clubhouse's exterior, including the pool, pool furniture, Splashpad, spa, grills, playground, pond, and exterior grounds may NOT be used for party purposes. They are for the communities' use.**
- 11) Pool usage is by resident/member pass only. All pool rules and guest limitations apply to that pass.
- 12) Cancellation of a booked event two weeks prior will receive a full refund of rental and deposit. Cancellation within two weeks of the event will result in the rental fee being retained and deposit return. **(The amended policies specify a 10-day cancellation period. The associated costs include half of the required deposit and a non-refundable rental fee.)**
- 13) No Smoking. Smoking is prohibited in the clubhouse at any time. All smoking materials used outside must be placed in approved containers.
- 14) In case of emergency, call 911 and notify the District Manager at 1 (877) 276-0889.
- 15) All regulations are subject to change by the Board of Supervisors of the Avalon Park West CDD.
- 16) No alcohol allowed, without prior proof of licensed bartender and copy of their license is submitted, along with prior proof of their insurance listing the Avalon Park West CDD and its staff as additionally insured.
- 16) **The use of bounce houses, inflatable equipment, and similar items is strictly prohibited. This policy is in place to ensure the safety and integrity of the venue.**
- 17) Note: We do not adjust the air conditioner or the heat except in extreme conditions.

I, the undersigned, hereby accept full responsibility for the facility and those in attendance. I understand and will ensure all guests comply with the rules and regulations listed above.
RENTER'S _____

PRINTED RENTER'S FULL NAME _____ Jonathan B Doe

PAYMENTS MAY BE MAILED OR HAND DELIVERED TO:

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

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

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

RESIDENT – CLUBHOUSE RENTAL FORM

Today's Date: ____/____/____

Event Date: ____/____/____

Rental Hours Available (8 am to 9 PM)

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

TYPE OF EVENT: _____

MAXIMUM NUMBER OF PEOPLE ATTENDING: _____

RESIDENT NAME: _____

RESIDENT ADDRESS: _____

RESIDENT PHONE NUMBER: _____ RESIDENT EMAIL: _____

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

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

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

DEPOSIT: CHECK # _____ AMOUNT: _____ EMPLOYEE: _____

RENTAL: CHECK # _____ AMOUNT: _____ EMPLOYEE: _____

DRIVER'S LICENSE NUMBER: _____ STATE: _____

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

FOR OFFICE USE ONLY:

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

IF YES, DESCRIBE ISSUES:

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

REQUEST BY: _____

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

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

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

CLUBHOUSE RENTAL POLICY & RULES

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

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

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

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

PRINTED RENTER'S FULL NAME _____

PAYMENTS MAY BE MAILED OR HAND DELIVERED TO:

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

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

10

RESOLUTION 2024-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO TAKE ALL ACTIONS NECESSARY TO WITHDRAW THE PETITION FILED WITH THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Avalon Park West Community Development District ("**District**") was established by Ordinance No. 18-23 of the Board of County Commissioners of the Pasco County, Florida ("**County**"), pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, on May 18, 2020, the Board of Supervisors of the District ("**Board**") adopted Resolution #2020-06, authorizing the submittal of a petition to contract the boundaries of the District ("**Petition**"); and

WHEREAS, subsequent to the adoption of Resolution #2020-06, District staff filed the Petition with the County to remove certain property, including four (4) flex parcels planned for future development, from the boundaries of the District; and

WHEREAS, at this time, the District desires to withdraw the Petition and authorize the Chairman and District staff to take any actions necessary to affect such withdrawal.

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

SECTION 1. INCORPORATION OF RECITALS. All of the above representations, findings, and determinations contained within the recitals of this Resolution are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. WITHDRAWAL OF BOUNDARY AMENDMENT PETITION. The Board has determined that it is in the best interest of the District to withdraw the Petition and hereby directs the Chairman and District staff to take any actions necessary to affect such withdrawal.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED on this 23rd day of August, 2024.

ATTEST:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

10A

BOUNDARY AMENDMENT FUNDING AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2024, by and between:

Avalon Park West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is 2300 Glades Road, Suite 410w, Boca Raton, Florida 33431 ("**District**"); and

SITEX NR Holding, LLC, a Florida limited liability company, with an address of 3801 Avalon Park East Blvd., Suite 400, Orlando, Florida 32828 ("**Landowner**").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes* ("**Act**") and for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure ("**Ordinance**"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, at the Landowner's request, the District desires to amend its boundaries ("**Boundary Amendment**") to remove certain lands from the District's boundaries; and

WHEREAS, pursuant to Resolution 2024-____ the District has authorized the Boundary Amendment, and, in consideration, the Landowner has agreed to fund all managerial, engineering, legal and other fees and costs that the District incurs in connection with the Boundary Amendment ("**Amendment Expenses**"); and

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

1. **PROVISION OF FUNDS.** The Landowner agrees to make available to the District such monies as are necessary to fund the Amendment Expenses and enable the District to effect the Boundary Amendment. The Landowner will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The District Manager shall require consultants to provide invoices for the Amendment Expenses separate from other services provided to the District.

2. **DISTRICT USE OF FUNDS.** The District agrees to use the Amendment Expenses solely for the Boundary Amendment. The District agrees to use its good faith best efforts to proceed in an expeditious manner to effect the Boundary Amendment. The District shall not have any obligation to reimburse or repay the Landowner for funds made available to the District under this Agreement.

3. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual

damages (but not consequential, special or punitive damages), injunctive relief and/or specific performance.

4. **ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' and paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

6. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

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

8. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth in this Agreement.

9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement 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 to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement 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 contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

10. **ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

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

12. **TERMINATION.** Either party may terminate this Agreement upon a breach by the other party, notice of which breach shall be provided to all parties at the addresses noted above, and only after the breaching party is provided fifteen (15) calendar day's period to cure said breach.

13. **PUBLIC RECORDS.** Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

14. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement 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 doubtful language will not be interpreted or construed against any party.

15. **SOVEREIGN IMMUNITY.** Landowner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

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

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

18. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

[SIGNATURES TO FOLLOW 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: _____

SITEX NR HOLDING, LLC

By: _____
Its: _____

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

11

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road #410W
Boca Raton, Florida 33431
(561)571-0010

February __, 2024

Avalon Park West Homeowners Association, Inc. ("**HOA**")
5322 Primrose Lake Circle, Suite C
Tampa, Florida 33647

Access Residential Management, LLC ("**Amenity Manager**")
d/b/a Access Management
215 Celebration Place, Suite 115
Celebration, Florida 34747

New River Community Development District ("**New River**")
c/o Inframark, LLC
210 N. University Drive, Suite 702
Coral Springs, Florida 33071

RE: Letter Agreement for the Assignment of Amenity Management Agreement and
Assignment of Cost Share Agreement

Dear Ladies and Gentlemen,

As you know, the Avalon Park West Community Development District ("**District**"), Amenity Manager, and New River previously entered into that certain *Amenities Management Agreement*, dated August 17, 2021 (together, "**Amenity Management Agreement**"), and for the purposes of having the Amenity Manager manage the District's and New River's recreational facilities. To fund the District's share of the Amenity Management Agreement, the District and New River further entered into a *Cost Share Agreement for Amenity Manager*, dated October 22, 2021 ("**Cost Share Agreement**"). The District previously assigned the Amenity Management Agreement and Cost Share Agreement to the HOA on April 22, 2022. The District now intends to resume full responsibility for all of its operations of the District's amenity facilities. Accordingly, the District hereby provides notice of its termination of the prior assignment of the District's rights and responsibilities under the Amenity Management Agreement and the Cost Share Agreement effective January 1, 2025. Going forward as of the effective date, the District does hereby assume all of its rights and obligations under the Amenity Management Agreement and Cost Share Agreement, and the HOA is hereby released from any such rights and/or obligations.

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Printed Name: _____
Title: Chairperson

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

11A

AMENDED AND RESTATED CDD / HOA MAINTENANCE AGREEMENT¹

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 2024, by and between:

Avalon Park West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the Pasco County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

Avalon Park West Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is 5322 Primrose Lake Circle, Suite C, Tampa, Florida 33647 ("**Association**").

RECITALS

WHEREAS, the District was established by ordinance adopted by Pasco County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape and other improvements; and

WHEREAS, the District desires to provide for the operation, maintenance and repair of the improvements described in **Exhibit A** attached hereto ("**Work**"), across the lands owned by the District from time to time ("**Property**"); and

WHEREAS, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless of whether such Work is conducted by the Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Work; and

WHEREAS, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

¹ This Agreement amends and restates that prior CDD/HOA Maintenance Agreement, dated April 22, 2022, and by and between the District and Association.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SCOPE OF WORK.

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work. Association shall maintain all improvements to ensure District is in compliance with all related approvals and permits.
- B. **Inspection.** Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Care of the District's Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.

- G. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.
- I. **Reporting.**
 - i. Upon request of the District, the Association agrees to meet with the District's representative to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement. If deemed necessary by the District, the Association agrees to meet as frequently as one time per month until items of concern are resolved to the District's satisfaction.
 - ii. The Association shall provide to the District copies of all contracts and amendments thereto for the Work (e.g., aquatics maintenance contract, landscape maintenance contract, wetlands maintenance contract, etc.).
 - iii. The Association shall require that contractors provide – and shall provide to the District – periodic reports (at least once per quarter) describing the Work being performed and the status of any items of concern.
 - iv. The Association on an annual basis and prior to February 1 of each year shall provide a report to the District that: (a) describes the Work performed during the past year, (b) identifies all contractors used in the past year to perform the Work, (c) details the amounts spent to perform the Work during the past year, (d) provides the anticipated budget to perform the Work in the upcoming year, and (e) identifies any items of current or future concern reasonably known to the Association and related to the Work and/or the District's property.

SECTION 3. COMPENSATION. The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

SECTION 4. TERM. This Agreement commences on the date first written above and continues through September 30, 2024 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

SECTION 5. INSURANCE. The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.

- C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit for bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association and/or its contractors of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

SECTION 8. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION. At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required

to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation. Further, to the extent that the District's stormwater management permit includes properties owned by the Association, the Association at the District's option shall either convey all property interests necessary for the District to operate and maintain the stormwater system, or, if feasible and at the District's option, the parties shall work cooperatively to bifurcate the permit such that the District is only responsible for the portion of the stormwater system within its boundaries and/or that it owns and/or has perpetual easement rights over, and the Association is only responsible for the portion of the stormwater system that it owns and/or has perpetual easement rights over.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District. In the future, the District will hold any permits applicable to the lands within its boundaries.

SECTION 14. ASSIGNMENT. No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

SECTION 22. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Pasco County, Florida.

SECTION 23. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is its District Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association 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 any doubtful language will not be interpreted or construed against any party.

SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

**AVALON PARK WEST COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Its: _____

**AVALON PARK WEST HOMEOWNERS' ASSOCIATION,
INC.**

By: _____

Its: _____

EXHIBIT A: Scope of Work
EXHIBIT B: Maintenance Map

EXHIBIT A

DISTRICT IMPROVEMENTS

The Association shall operate, maintain and repair the District's amenities, roadway, stormwater, hardscape, landscape and irrigation improvements located on the following property (together, "**Property**"):

The Avalon Park West Amenity Center property identified in the *Special Warranty Deed*, recorded at OR Book 9752, Page 3394, in the Public Records of Pasco County, Florida ("Amenity Center").²

Tracts A-1B, A-2, B-2, B-2A, B-6, and B-11A, as more particularly described and depicted on the plat entitled *Avalon Park West – North Phases 1A and 1B*, and recorded in Plat Book 84, Page 96 et. seq., of the Public Records of Pasco County, Florida ("Phases 1A and 1B Plat").

Tracts A-2, B-2, B-2C, B-12A, B-12B, and B-12C, as more particularly described and depicted on the plat entitled *Avalon Park West – North Phase 3*, and recorded in Plat Book 88, Page 115 et. seq., of the Public Records of Pasco County, Florida ("Phase 3 Plat").

Tracts A-3, A-4, B-14A, B-14B, B-15A, B-16A, and B-16C, as more particularly described and depicted on the plat entitled *Avalon Park West – North Phases 2, 4, 5, 6 and 7*, and recorded in Plat Book 90, Page 11 et. seq., of the Public Records of Pasco County, Florida ("Phases 2, 4, 5, 6, and 7 Plat", together with Phases 1A and 1B Plat and Phase 3 Plat "Plats").

All (APWCDD) Drainage and Access Easements and (CDD) Side Yard Drainage/Access Easements within the District's boundaries, as more particularly described and depicted on the Plats.

And additionally agrees to operate, maintain and repair the stormwater, hardscape, landscape and irrigation improvements located on the following property pursuant to the Association's property interests, and, among other purposes, in order to ensure the District's compliance with applicable permit requirements:

² The Association is only responsible for the operation, maintenance and management, as well as the cost associated with the same, of the Amenity Center through December 31, 2024. At that time, the District will assume at its own cost responsibility for the operation, maintenance and management of the Amenity Center, and the Association shall have no further obligations hereunder with respect to the District's amenities.



Tracts B-3, B-4A, and P-1A, as more particularly described and depicted on the plat entitled *Avalon Park West – North Phases 1A and 1B*, and recorded in Plat Book 84, Page 96 et. seq., of the Public Records of Pasco County, Florida.

Tracts B-2, as more particularly described and depicted on the plat entitled *Avalon Park West Parcel E Phase 1*, recorded in Plat Book 75, Page 81 et. seq., of the Official Records of Pasco County, Florida.

MAINTENANCE PROGRAM

Weekly:

- Common area mowing on a weekly basis (but every other week March 1 through November 1). Weeding, edging and tree trimming will be done on an as-needed basis.
- Inspect and maintain irrigation system for the District's common area, as needed, including but not limited to by periodically maintaining the irrigation meters.

Monthly:

- On a schedule necessary to meet the applicable District permit requirements, conduct any monitoring and maintenance of any conservation / mitigation areas – including removal of nuisance / exotic species – to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.
- On a schedule necessary to meet the applicable District permit requirements, conduct any monitoring and maintenance of any aquatic ponds for water quality and aesthetic purposes – including removal of nuisance / exotic species – and to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.

Yearly:

- Mulch application to all common area flower/tree beds.
- Power washing of entry monuments and decorative walls.

- Visual inspection of stormwater facilities, and maintain and repair as needed.
- Visual inspection of roadway, hardscaping, and lighting improvements to ensure that no dangerous conditions exist, and maintain and repair as needed.

Amenity Center:

- The Association shall ensure that amenity services are provided pursuant to that certain *Amenities Management Agreement*, dated August 17, 2021, and as assigned to the Association effective April 22, 2022. This responsibility of operation and maintenance is effective through December 31, 2024. At that time the District will assume it's own responsibility for the amenity center and the Association will have no further obligation hereunder with respect to the amenity center.
- Any amendments thereto must be pre-approved in writing by the District.

EXHIBIT B:
MAINTENANCE MAP

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2024**

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2024**

	General Fund	Debt Service Fund Series 2020	Debt Service Fund Series 2022	Debt Service Fund Series 2023	Capital Projects Fund Series 2022	Capital Projects Fund Series 2023	Total Governmental Funds
ASSETS							
Cash	\$200,327	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,327
Investments							
Revenue	-	139,090	188,529	99,290	-	-	426,909
Reserve	-	156,178	101,039	59,692	-	-	316,909
Prepayment	-	-	-	2,818	-	-	2,818
Construction	-	-	-	-	205	118	323
Cost of issuance	-	-	-	22	-	-	22
Interest	-	-	-	3	-	-	3
Capitalized interest	-	-	-	182	-	-	182
Undeposited funds	175	-	-	-	-	-	175
Total assets	<u>\$200,502</u>	<u>\$ 295,268</u>	<u>\$ 289,568</u>	<u>\$ 162,007</u>	<u>\$ 205</u>	<u>\$ 118</u>	<u>\$ 947,668</u>
LIABILITIES							
Liabilities:							
Accounts payable	\$ 3,072	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,072
Rental deposits	1,400	-	-	-	-	-	1,400
Developer advance	34,933	-	-	-	-	-	34,933
Total liabilities	<u>39,405</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>39,405</u>
DEFERRED INFLOWS OF RESOURCES							
Unearned revenue	-	-	-	46,580	-	-	46,580
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>46,580</u>	<u>-</u>	<u>-</u>	<u>46,580</u>
FUND BALANCES							
Restricted for							
Debt service	-	295,268	289,568	115,427	-	-	700,263
Capital projects	-	-	-	-	205	118	323
Unassigned	161,097	-	-	-	-	-	161,097
Total fund balances	<u>161,097</u>	<u>295,268</u>	<u>289,568</u>	<u>115,427</u>	<u>205</u>	<u>118</u>	<u>861,683</u>
Total liabilities and fund balances	<u>\$ 200,502</u>	<u>\$ 295,268</u>	<u>\$ 289,568</u>	<u>\$ 162,007</u>	<u>\$ 205</u>	<u>\$ 118</u>	<u>\$ 947,668</u>

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment: on-roll	\$ -	\$ 146,533	\$ 146,316	100%
Miscellaneous	11	5,200	-	N/A
Total revenues	11	151,733	146,316	104%
EXPENDITURES				
Professional & administrative				
Financial & administrative				
District management	4,000	40,000	48,000	83%
Legal general counsel	1,178	18,861	25,000	75%
Engineering	1,880	6,838	7,500	91%
Audit	-	-	4,000	0%
Arbitrage	-	-	2,250	0%
Dissemination agent	250	2,500	3,000	83%
Trustee fees	-	8,273	14,000	59%
Telephone	17	167	200	84%
Postage	11	315	500	63%
Printing & binding	42	417	500	83%
Legal advertising	152	808	2,500	32%
Annual special district fee	-	175	175	100%
Insurance: general liability	-	6,197	6,586	94%
Insurance: property	-	20,296	25,413	80%
Insurance: flood	-	1,980	2,230	89%
Website hosting, maintenance and backup	-	705	705	100%
ADA website compliance	-	-	210	0%
Contingency	95	1,136	500	227%
EMMA Software Service	-	1,000	-	N/A
Total professional & administrative	7,625	109,668	143,269	77%
Field operations				
Garbage/solid waste control services				
Solid waste assessment	-	1,453	-	N/A
Total field operations	-	1,453	-	N/A

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Other fees & charges				
Property taxes	-	493	-	N/A
Property appraiser & tax collector	-	3,078	3,048	101%
Total other fees & charges	-	3,571	3,048	117%
Total expenditures	7,625	114,692	146,317	78%
 Excess/(deficiency) of revenues over/(under) expenditures	 (7,614)	 37,041	 (1)	
 Fund balances - beginning	 168,711	 124,056	 87,702	
Assigned				
3 months working capital	-	-	62,251	
Unassigned	161,097	161,097	25,450	
Fund balances - ending	<u>\$ 161,097</u>	<u>\$ 161,097</u>	<u>\$ 87,701</u>	

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020 BONDS
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ -	\$ 319,539	\$ 319,001	100%
Interest	1,187	13,011	-	N/A
Total revenues	1,187	332,550	319,001	104%
EXPENDITURES				
Debt service				
Interest	-	198,913	198,913	100%
Principal	-	110,000	110,000	100%
Total debt service	-	308,913	308,913	100%
Other fees & charges				
Property appraiser	-	-	175	0%
Tax collector	-	6,384	6,646	96%
Total other fees and charges	-	6,384	6,821	94%
Total expenditures	-	315,297	315,734	100%
Excess/(deficiency) of revenues over/(under) expenditures	1,187	17,253	3,267	
Fund balances - beginning	294,081	278,015	268,492	
Fund balances - ending	\$ 295,268	\$ 295,268	\$ 271,759	

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ -	\$ 413,475	\$ 412,757	100%
Interest	1,163	12,675	-	N/A
Total revenues	<u>1,163</u>	<u>426,150</u>	<u>412,757</u>	103%
EXPENDITURES				
Debt service				
Interest	-	314,383	314,383	100%
Principal	-	90,000	90,000	100%
Total debt service	<u>-</u>	<u>404,383</u>	<u>404,383</u>	100%
Other fees & charges				
Property appraiser	-	-	2,150	0%
Tax collector	-	8,262	8,599	96%
Total other fees and charges	<u>-</u>	<u>8,262</u>	<u>10,749</u>	N/A
Total expenditures	<u>-</u>	<u>412,645</u>	<u>415,132</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	1,163	13,505	(2,375)	
Fund balances - beginning	288,405	276,063	360,765	
Fund balances - ending	<u>\$ 289,568</u>	<u>\$ 289,568</u>	<u>\$ 358,390</u>	

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - off-roll	\$ -	\$ 29,364	\$ 237,385	12%
Lot closing	-	161,441	-	N/A
Interest	758	7,165	-	N/A
Total revenues	<u>758</u>	<u>197,970</u>	<u>237,385</u>	83%
EXPENDITURES				
Debt service				
Interest	-	121,088	121,088	100%
Principal	-	45,000	45,000	100%
Cost of issuance	-	5,925	-	N/A
Total debt service	<u>-</u>	<u>172,013</u>	<u>166,088</u>	104%
Excess/(deficiency) of revenues over/(under) expenditures	758	25,957	71,297	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(66,557)		N/A
Total other financing sources	<u>-</u>	<u>(66,557)</u>	<u>-</u>	N/A
Net change in fund balances	758	(40,600)	-	
Fund balances - beginning	114,669	156,027	144,602	
Fund balances - ending	<u>\$ 115,427</u>	<u>\$ 115,427</u>	<u>\$ 215,899</u>	

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1	\$ 205
Total revenues	<u>1</u>	<u>205</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	1	205
Fund balances - beginning	204	-
Fund balances - ending	<u><u>\$ 205</u></u>	<u><u>\$ 205</u></u>

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED JULY 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 118	\$ 173
Total revenues	<u>118</u>	<u>173</u>
EXPENDITURES		
Construction costs	-	66,612
Total expenditures	<u>-</u>	<u>66,612</u>
Excess/(deficiency) of revenues over/(under) expenditures	118	(66,439)
OTHER FINANCING SOURCES/(USES)		
Transfers in	-	66,557
Total other financing sources/(uses)	<u>-</u>	<u>66,557</u>
Net change in fund balances	118	118
Fund balances - beginning	-	-
Fund balances - ending	<u>\$ 118</u>	<u>\$ 118</u>

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Avalon Park West Community Development District held a Regular Meeting on May 30, 2024 at 10:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.

Present were:

Christian Cotter	Chair
Mary Moulton	Vice Chair
Josh Tepper	Assistant Secretary
John Wiggins	Assistant Secretary

Also present, were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC
Jere Earlywine	District Counsel
Alex Gormley	Access Management
Neeraj Chander	Access Management

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Sanchez called the meeting to order at 10:47 a.m.

Supervisors Cotter, Moulton, and Tepper were present. Supervisor Wiggins arrived during the meeting. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to John Wiggins, Seat 1 (the following will also be provided in a separate package)

Ms. Sanchez stated the Oath of Office was administered to Mr. John Wiggins in advance of the meeting.

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligations and Responsibilities

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

FOURTH ORDER OF BUSINESS

Consider Appointment to Fill Unexpired Term of Seat 2; Term Expires November 2024

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

This item was deferred.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-09, Electing and Removing Officers of the District and Providing for an Effective Date

Ms. Sanchez presented Resolution 2024-09. The following slate was nominated:

Christian Cotter	Chair
Mary Moulton	Vice Chair
John Wiggins	Assistant Secretary
Josh Tepper	Assistant Secretary

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

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Resolution 2024-09, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-10, Setting a Public Hearing to Adopt the Amended and Restated Recreational Facilities Rules; and Providing for Severability and an Effective Date

- Presentation of Amended and Restated Recreational Facilities Rules**

Ms. Sanchez presented Resolution 2024-10.

It was noted that redlines and edits have been incorporated; the document is not in final form and more revisions can be made prior to the Public Hearing.

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Resolution 2024-10, Setting a Public Hearing on August 23, 2024 at 10:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545, to Adopt the Amended and Restated Recreational Facilities Rules; and Providing for Severability and an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-11, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; and Providing for an Effective Date

Ms. Sanchez presented Resolution 2024-11. She reviewed the amended Fiscal Year 2024 budget, which now includes the Series 2023 Debt Service Fund.

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Resolution 2024-11, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; and Providing for an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2024-12, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law;

**Addressing Transmittal, Posting and
Publication Requirements; Addressing
Severability; and Providing an Effective
Date**

Ms. Sanchez presented Resolution 2024-12. She reviewed the proposed Fiscal Year 2025 budget and noted adjustments compared to the Fiscal Year 2024 budget. Field operations expenses for structural items related to the Amenity Center were added. She thanked Ms. Gormley for working directly with her on the field operations items.

Ms. Cerbone stated that the commercial parcel presents a new aspect of the budget, whereby the CDD will be assessing the commercial parcels. She referred to the bottom of Page 14, which indicates that commercial parcels will contribute administrative assessments.

Discussion ensued regarding the "Commercial assessment contingency" line item, on Page 4 of the budget, which represents the necessary funds for the Boundary Amendment.

Ms. Cerbone stated that line item was created in recognition that, for budgeting purposes, the correct action would be to assess the commercial property owners; although, whether the Boundary Amendment to remove the commercial parcels from the CDD will proceed remains to be determined.

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Resolution 2024-12, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law on August 23, 2024 at 10:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2024-13,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2024/2025 and Providing for an Effective
Date**

Ms. Sanchez presented Resolution 2024-13.

The following change was made to the Fiscal Year 2025 Meeting Schedule:

DATE: Delete December

On MOTION by Mr. Cotter and seconded by Mr. Tepper, with all in favor, Resolution 2024-13, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025, as amended, and Providing for an Effective Date, was adopted.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2024-14, Ratifying the Actions of the District Manager in Redesignating the Date and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date

Ms. Sanchez presented Resolution 2024-14, which relates to changing the date and location of the Landowners' Meeting.

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Resolution 2024-14, Ratifying the Actions of the District Manager in Redesignating the Date and Location for a Landowners' Meeting to November 5, 2024 at 10:00 a.m., at Tampa Civil Design, LLC, 17937 Hunting Bow Circle, Lutz, Florida 33558; Providing for Publication, Providing for an Effective Date, was adopted.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-15, District Directing the Chairman and District Staff to Take All Actions Necessary to Withdraw the Petition Filed with the Pasco County Board of County Commissioners Requesting the Adoption of an Ordinance Amending the District's Boundary; and Providing an Effective Date

A. Boundary Amendment Funding Agreement

This item will be tabled for 60 days.

186

187 **TWELFTH ORDER OF BUSINESS**188 **Acceptance of Unaudited Financial**
189 **Statements as of April 30, 2024**

190 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the**
191 **Unaudited Financial Statements as of April 30, 2024, were accepted.**

192

193

194 **THIRTEENTH ORDER OF BUSINESS**195 **Approval of January 26, 2024 Regular**
196 **Meeting Minutes**

197 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the**
198 **January 26, 2024 Regular Meeting Minutes, as presented, were approved.**

199

200

201 **FOURTEENTH ORDER OF BUSINESS**202 **Staff Reports**

203

204 **A. District Counsel: Kutak Rock LLP**205 **B. District Engineer: Stantec Consulting Services**206 **C. Operations Manager: Access Management**

207 There were no District Counsel, District Engineer or Operations Manager reports.

208 **D. District Manager: Wrathell, Hunt and Associates, LLC**209 • **544 Registered Voters in District as of April 15, 2024**210 • **NEXT MEETING DATE: June 28, 2024 at 10:00 AM**211 ○ **QUORUM CHECK**

212 The next meeting will be on June 28, 2024, unless cancelled.

213

214 **FIFTEENTH ORDER OF BUSINESS**215 **Board Members' Comments/Requests**

216

217 Discussion ensued regarding the work and information provided by Ms. Stewart related
218 to speed tables. The consensus was that the proposal provided is a larger scope than what the
219 Board is considering. Ms. Moulton will forward a concept that includes four or five speed
220 tables, in the hopes that Ms. Stewart can scale it down and provide an estimated cost.

219 Ms. Cerbone will work with District Counsel, the District Engineer and Ms. Moulton
220 regarding the request.

221 A verbal update will be given at the next meeting during the District Engineer's Report.

222

223 **SIXTEENTH ORDER OF BUSINESS**

Public Comments

224

225 No members of the public spoke.

226

227 **SEVENTEENTH ORDER OF BUSINESS**

Adjournment

228

229 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the**
230 **meeting adjourned at 11:02 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

237

238

239

240

241

242 _____
Secretary/Assistant Secretary

Chair/Vice Chair

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 27, 2023 CANCELED	Regular Meeting	10:00 AM
November 17, 2023	Special Meeting	10:00 AM
November 24, 2023 CANCELED	Regular Meeting	10:00 AM
December 22, 2023 CANCELED	Regular Meeting	10:00 AM
January 26, 2024	Regular Meeting	10:00 AM
February 23, 2024 CANCELED	Regular Meeting	10:00 AM
March 22, 2024 CANCELED	Regular Meeting	10:00 AM
April 26, 2024 CANCELED	Public Hearing and Regular Meeting	10:00 AM
May 24, 2024 <i>Rescheduled to May 30, 2024</i>	Regular Meeting	10:00 AM
May 30, 2024	Regular Meeting	10:00 AM
June 28, 2024 CANCELED	Regular Meeting	10:00 AM
July 26, 2024 CANCELED	Regular Meeting	10:00 AM
August 23, 2024	Regular Meeting	10:00 AM
September 27, 2024	Regular Meeting	10:00 AM