

AVALON PARK WEST

**COMMUNITY DEVELOPMENT
DISTRICT**

January 24, 2025

BOARD OF SUPERVISORS

**PUBLIC HEARING 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

January 17, 2025

ATTENDEES:

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

Board of Supervisors

Avalon Park West Community Development District

NOTE: Delayed Start Time of 10:30 AM

Dear Board Members:

The Board of Supervisors of the Avalon Park West Community Development District will hold a Public Hearing and Regular Meeting on January 24, 2025 at 10:30 a.m., or as soon thereafter as the matter may be heard, 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. Administration of Oath of Office to Newly Elected Supervisor, Mary Moulton [Seat 3] *(the following to 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 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2025-02, Declaring Vacancies in Certain Seats on the Board of Supervisors Pursuant to Section 190.006(3)(b), *Florida Statutes*; and Providing for Severability and an Effective Date
6. Consider Appointment of Qualified Elector to Fill Vacant Seat 2; *Term Expires November 2028*
 - Administration of Oath of Office to Appointed Supervisor

7. Consider Appointment of Qualified Elector to Fill Vacant Seat 5; *Term Expires November 2028*
 - Administration of Oath of Office to Appointed Supervisor
8. Consideration of Resolution 2025-03, Electing and Removing Officers of the District and Providing for an Effective Date
9. Consideration of Resolution 2025-04, Amending Resolution 2024-19 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
10. Public Hearing on Amended and Restated Recreational Facilities Rules
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2025-05, Amending the Recreational Facilities Rules; Providing for Severability and an Effective Date
11. Presentation of Annual Financial Report for Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank
 - A. Consideration of Resolution 2025-06, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023
12. Consideration of Resolution 2025-07, Setting a Public Hearing to Adopt Rules Relating to Parking Enforcement; and Providing for Severability and an Effective Date
 - A. Rule Relating to Overnight Parking and Parking Enforcement
13. Consideration of Atlas Towing Service, Inc. Towing Services Agreement
14. Discussion: Speed Deterrents (*as applicable, next steps*) [District Manager]
 - A. Background: CDD Roads and Road Requirements [District Engineer]
 - B. Options for Speed Control and/or Monitoring
 - Law Enforcement (Access Management)
 - Roadway Speed Deterrents (District Engineer)
 - Humps/Bumps (*estimated costs and timing*)
 - Tables (*estimated costs and timing*)
 - Other (*estimated costs and timing*)
 - C. Summary/Next Steps [District Manager – Board]

15. Ratification Items

- A. Termination of Assignment of Amenities Management Agreement and Assignment of Cost Share Agreement
- B. Access Residential Management, LLC Field Operations Agreement

16. Acceptance of Unaudited Financial Statements as of December 31, 2024

17. Approval of Minutes

- A. August 23, 2024 Public Hearing and Regular Meeting
- B. November 5, 2024 Landowners' Meeting

18. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Stantec Consulting Services*
- C. Operations Manager: *Access Management*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Discussion: Insurance Vertical Assets
 - NEXT MEETING DATE: February 28, 2025 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		<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

19. Board Members' Comments/Requests

20. Public Comments

21. 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
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

4

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held on November 5, 2024, and the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown, to wit:

SEAT	BOARD MEMBER	VOTES
3	Mary Moulton	250 Votes

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, the above-named persons are declared to have been elected for the following term of office:

SEAT	BOARD MEMBER	TERM OF OFFICE
3	Mary Moulton	4 Year Term

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 24TH DAY OF JANUARY, 2025.

Attest:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT DECLARING VACANCIES IN CERTAIN SEATS ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), *FLORIDA STATUTES*; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, on November 5, 2024, two (2) members of the Board of Supervisors (“**Board**”) were to be elected by the “**Qualified Electors**” of the District, as that term is defined in Section 190.003, *Florida Statutes*; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period there were no Qualified Electors qualified to run for the two (2) seats available for election by the Qualified Electors of the District; and

WHEREAS, pursuant to Section 190.006(3)(b), *Florida Statutes*, the Board shall declare the seats vacant, effective the second Tuesday following the general election; and

WHEREAS, Qualified Electors are to be appointed to the vacant seats within 90 days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seats available for election as vacant.

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

1. DECLARATION OF VACANT BOARD SUPERVISOR SEATS. The following seats are hereby declared vacant effective as of November 19, 2024:

Seat #2 (currently Vacant)

Seat #5 (currently held by Christian Cotter)

2. INCUMBENT BOARD SUPERVISORS. Until such time as the Board nominates Qualified Electors to fill the vacancies declared in Section 1 above, the incumbent Board Supervisors of those respective seats shall remain in office.

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.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 24th day of January 2025.

ATTEST:

**AVALON PARK WEST COMMUNITY DEVELOPMENT
DISTRICT**

Print Name:_____

Chair/Vice Chair, Board of Supervisors

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-03

**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 January 24, 2025:

_____ 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 January 24, 2025:

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 24TH DAY OF JANUARY, 2025.

ATTEST:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2024-19 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 2024-19, resetting a public hearing to adopt the Amended and Restated Recreational Facilities Rules, pursuant to Chapter 190, *Florida Statutes*, for October 25, 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 January 24, 2025, at 10:00 a.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 2024-19 is hereby amended to reflect that the public hearing is reset to be held at the following date, time, and location:

Date:	January 24, 2025
Time:	10:00 a.m.
Location:	Avalon Park West Amenity Center 5060 River Glen Boulevard Wesley Chapel, Florida 33545

SECTION 2. RESOLUTION 2024-19 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2024-19 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 24th day of January, 2025.

ATTEST:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

10A

13524

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss

COUNTY OF PASCO County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter Notice of Rule Development was published in said newspaper by print in the issues of 12/18/24 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. 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.



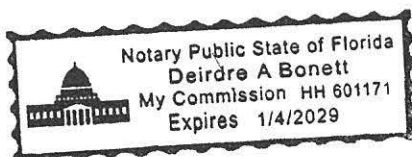
Signature of Affiant _____

Sworn to and subscribed before me this **12/18/2024**

Signature of Notary of Public

Personally known ☒ or produced identification.

Type of identification produced _____



NOTICE OF RULE DEVELOPMENT FOR RULES GOVERNING RECREATIONAL FACILITIES BY THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 190, Florida Statutes, the Avalon Park West Community Development District ("District") hereby gives notice of its intention to adopt its Amended and Restated Recreational Facilities Rules ("Amended Facility Rules"), all of which govern the operation of the District's recreational facilities and other properties. The Amended Facility Rules will address certain revisions to the District's rules and policies governing the operation of the District's recreational facilities and other properties.

The purpose and effect of the Amended Amenity Rates is to provide for efficient and effective District operations of the District's amenity facilities and other properties by setting policies, regulations, rates and fees to implement the provisions of Section 190.035, Florida Statutes. Specific legal authority for the rules includes Sections 190.035(2), 190.011(5), 190.012, 120.54, 120.69 and 120.81, Florida Statutes.

A public hearing on the adoption of the Amended Amenity Rates will be conducted by the District on January 24, 2025 at 10:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545. A preliminary copy of the proposed Amended Facility Rules may be obtained by contacting the District Manager at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (561) 571-0010.

District Manager
12/18/2024

13524

Tampa Bay Times


Published Daily

STATE OF FLORIDA} ss

COUNTY OF PASCO County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter Notice of Rulemaking was published in said newspaper by print in the issues of 12/22/24 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. 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.



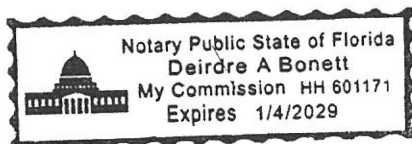
Signature of Affiant _____

Sworn to and subscribed before me this **12/22/2024**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

NOTICE OF RULEMAKING FOR RULES GOVERNING RECREATIONAL FACILITIES BY THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Avalon Park West Community Development District ("District") on January 24, 2025 at 10:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.

In accordance with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its Amended and Restated Recreational Facilities Rules. Generally stated, the purpose and effect of these rules are to provide for efficient and effective operations of the District, and specifically to (1) authorize the District's Board of Supervisors to authorize a discounted non-resident user 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; and (2) to provide additional enforcement authority, such as monetary fines and penalties up to \$1,000 per violation pursuant to Section 120.69(2), Florida Statutes, for rule violations. The proposed rules may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. Specific legal authority for the rules includes Sections 120.54, 120.69, 190.011, 190.012, and 190.035, Florida Statutes. Prior notice of rule development was published in the Tampa Bay Times on December 18, 2024.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.54(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Manager, Wrathell, Hunt & Associates LLC at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 571-0010 (hereinafter, the "District Office") at least forty-eight (48) hours prior to the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A copy of the proposed rules may be obtained by contacting the District Manager's Office at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 571-0010.

District Manager
12/22/2024

13533

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

10B

RESOLUTION 2025-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON PARK
WEST COMMUNITY DEVELOPMENT DISTRICT AMENDING THE
RECREATIONAL FACILITIES RULES; PROVIDING FOR SEVERABILITY AND
AN EFFECTIVE DATE**

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

WHEREAS, the District previously adopted its Recreational Facilities Rules, as amended, from time to time ("**Recreational Facilities Rules**") and desires to adopt amended Rules for the efficient operation of the District and its recreational facilities; and

WHEREAS, after providing notice pursuant to Florida law, and after a public hearing, the Board of Supervisors desires to amend its Recreational Facilities Rules to address certain revisions to the policies of the Amenity Facilities; and

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the Recreational Facilities Rules, as amended ("**Amended and Restated Recreational Facilities Rules**"), which are attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application.

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

SECTION 1. The attached Amended and Restated Recreational Facilities Rules are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. These Amended and Restated Recreational Facilities Rules shall stay in full force and effect until such time as the Board of Supervisors may amend these Amended and Restated Recreational Facilities Rules. The Board of Supervisors reserves the right to approve such amendments by motion.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

PASSED AND ADOPTED this 24th day of January, 2025.

ATTEST:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A:

Amended and Restated Recreational Facilities Rules

Avalon Park West Community Development District

Recreational Facilities Policies

Adopted January 24, 2025

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: January 24, 2025

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

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

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

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

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

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

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

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

6. Appeal of Suspension

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

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

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

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

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

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

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

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

RESIDENT – CLUBHOUSE RENTAL FORM

Today's Date: ____/____/____

Event Date: ____/____/____

Rental Hours Available (8 am to 9 PM)

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

TYPE OF EVENT: _____

MAXIMUM NUMBER OF PEOPLE ATTENDING: _____

RESIDENT NAME: _____

RESIDENT ADDRESS: _____

RESIDENT PHONE NUMBER: _____ RESIDENT EMAIL: _____

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

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

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

DEPOSIT: CHECK # _____ AMOUNT: _____ EMPLOYEE: _____

RENTAL: CHECK # _____ AMOUNT: _____ EMPLOYEE: _____

DRIVER'S LICENSE NUMBER: _____ STATE: _____

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

FOR OFFICE USE ONLY:

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

IF YES, DESCRIBE ISSUES:

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

REQUEST BY: _____

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

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

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

CLUBHOUSE RENTAL POLICY & RULES

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

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

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

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

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

PRINTED RENTER'S FULL NAME _____

PAYMENTS MAY BE MAILED OR HAND DELIVERED TO:

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

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

11

**Avalon Park West
Community Development District**

ANNUAL FINANCIAL REPORT

September 30, 2023

Avalon Park West Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2023

TABLE OF CONTENTS

	<u>Page Number</u>
REPORT OF INDEPENDENT AUDITORS	1-3
MANAGEMENT'S DISCUSSION AND ANALYSIS	4-9
BASIC FINANCIAL STATEMENTS:	
Government-wide Financial Statements:	
Statement of Net Position	10
Statement of Activities	11
Fund Financial Statements:	
Balance Sheet – Governmental Funds	12
Reconciliation of Total Governmental Fund Balances to Net Position of Governmental Activities	13
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	14
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	15
Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund	16
Notes to Financial Statements	17-28
INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	29-30
MANAGEMENT LETTER	31-33
INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES	34



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Avalon Park West Community Development District
Pasco County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Avalon Park West Community Development District (the "District"), as of and for the year ended September 30, 2023, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Avalon Park West Community Development District as of September 30, 2023, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



To the Board of Supervisors
Avalon Park West Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



To the Board of Supervisors
Avalon Park West Community Development District

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated September 16, 2024 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Avalon Park West Community Development District's internal control over financial reporting and compliance.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 16, 2024

**Avalon Park West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

Management's discussion and analysis of Avalon Park West Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, culture/recreation, and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

Avalon Park West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets, are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. In the **statement of activities**, transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2023.

- ◆ The District's total liabilities exceeded total assets by \$(796,164) (net position). Net investment in capital assets was \$5,058,222. Restricted net position was \$84,365, and unrestricted net position was \$(5,938,751).
- ◆ Governmental activities revenues totaled \$966,806 while governmental activities expenses totaled \$910,780.

**Avalon Park West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2023	2022
Current assets	\$ 178,657	\$ 62,231
Restricted assets	697,471	510,477
Capital assets	13,042,551	9,995,366
Total Assets	<u>13,918,679</u>	<u>10,568,074</u>
Current liabilities	510,888	320,945
Non-current liabilities	14,203,955	11,099,319
Total Liabilities	<u>14,714,843</u>	<u>11,420,264</u>
Net investment in capital assets	5,058,222	(174,971)
Net position - restricted	84,365	34,196
Net position - unrestricted	(5,938,751)	(711,415)
Total Net Position	<u>\$ (796,164)</u>	<u>\$ (852,190)</u>

The increase in current assets is mainly related to the increase in cash and prepaid expenses in the current year.

The increase in capital assets, restricted assets and non-current liabilities is related to the issuance of long-term debt and the associated capital project in the current year.

The increase in current liabilities is related to the increase in accrued interest in the current year.

**Avalon Park West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2023	2022
Program Revenues		
Charges for services	\$ 923,768	\$ 515,438
Operating contributions	-	32,344
General Revenues		
Intergovernmental revenues	13,316	45,417
Miscellaneous revenues	3,888	2,006
Investment earnings	25,834	842
Total Revenues	<u>966,806</u>	<u>596,047</u>
Expenses		
General government	97,217	107,877
Physical environment	18,965	147,186
Culture/recreation	65,414	133,018
Interest and other charges	<u>729,184</u>	<u>446,431</u>
Total Expenses	<u>910,780</u>	<u>834,512</u>
Change in Net Position	56,026	(238,465)
Net Position - Beginning of Year	<u>(852,190)</u>	<u>(613,725)</u>
Net Position - End of Year	<u><u>\$ (796,164)</u></u>	<u><u>\$ (852,190)</u></u>

The increase in charges for services is due to the increase in debt service special assessments in the current year.

The decrease in physical environment and culture/recreation is mainly related to the transfer of expenses to the homeowner's association in the current year.

**Avalon Park West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2023 and 2022.

Description	Governmental Activities	
	2023	2022
Construction in progress	\$ 11,367,930	\$ 8,256,337
Buildings	1,932,253	1,932,253
Accumulated depreciation	(257,632)	(193,224)
Total Capital Assets, Net	<u>\$ 13,042,551</u>	<u>\$ 9,995,366</u>

Current year activity consisted of additions to construction in progress of \$3,111,593 and depreciation of \$64,408.

General Fund Budgetary Highlights

Budgeted expenditures exceeded actual expenditures primarily because legal fees and property insurance expenditures were less than anticipated.

The September 30, 2023 budget was not amended.

Debt Management

Governmental Activities debt includes the following:

- ◆ In October 2020, the District issued \$5,495,000 Special Assessment Revenue Refunding Bonds, Series 2020. The Bonds were issued to finance the cost of acquisition, installation, and equipping of a portion of the 2020 Project as well as refund the Series 2019 Notes. As of September 30, 2023, the balance outstanding was \$5,280,000.
- ◆ In September 2022, the District issued \$5,895,000 Special Assessment Revenue Bonds, Series 2022. The Bonds were issued to finance the cost of acquisition, installation, and equipping of the 2022 Project. As of September 30, 2023, the balance outstanding was \$5,810,000.
- ◆ In August 2023, the District issued \$3,355,000 Special Assessment Revenue Bonds, Series 2023. The Bonds were issued to finance the cost of acquisition, installation, and equipping of the Series 2023 Project. As of September 30, 2023, the balance outstanding was \$3,355,000.

**Avalon Park West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

Avalon Park West Community Development District does not expect any economic factors to have any significant effect on the financial position of operations of the District in fiscal year 2024.

Request for Information

The financial report is designed to provide a general overview of Avalon Park West Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Avalon Park West Community Development District Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

Avalon Park West Community Development District
STATEMENT OF NET POSITION
September 30, 2023

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 139,090
Due from other governments	2,642
Due from developer	10,432
Prepaid expenses	26,493
Total Current Assets	<u>178,657</u>
Non-Current Assets	
Restricted Assets	
Investments	697,471
Capital Assets, Not Being Depreciated	
Construction in progress	11,367,930
Capital Assets, Being Depreciated	
Buildings	1,932,253
Less: accumulated depreciation	<u>(257,632)</u>
Total Non-Current Assets	<u>13,740,022</u>
Total Assets	<u>13,918,679</u>
LIABILITIES	
Current Liabilities	
Accounts payable	4,536
Due to developer	36,032
Deposits	1,400
Bonds payable	245,000
Accrued interest	223,920
Total Current Liabilities	<u>510,888</u>
Non-Current Liabilities	
Bonds payable, net	<u>14,203,955</u>
Total Liabilities	<u>14,714,843</u>
NET POSITION	
Net investment in capital assets	5,058,222
Restricted for debt service	84,365
Unrestricted	<u>(5,938,751)</u>
Total Net Position	<u><u>\$ (796,164)</u></u>

See accompanying notes to financial statements.

Avalon Park West Community Development District
STATEMENT OF ACTIVITIES
For the Period Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues Charges for Services	Net (Expense) Revenues and Changes in Net Position Governmental Activities
Governmental Activities			
General government	\$ (97,217)	\$ 157,556	\$ 60,339
Physical environment	(18,965)	34,415	15,450
Culture/recreation	(65,414)	1,826	(63,588)
Interest and other charges	(729,184)	729,971	787
Total Governmental Activities	<u>\$ (910,780)</u>	<u>\$ 923,768</u>	<u>12,988</u>
	General Revenues		
	Intergovernmental revenues		13,316
	Investment income		25,834
	Miscellaneous revenues		3,888
	Total General Revenues		<u>43,038</u>
	Change in Net Position		56,026
	Net Position - October 1, 2022		<u>(852,190)</u>
	Net Position - September 30, 2023		<u>\$ (796,164)</u>

See accompanying notes to financial statements.

Avalon Park West Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2023

	General	Debt Service	Total Governmental Funds
ASSETS			
Cash	\$ 139,090	\$ -	\$ 139,090
Due from other governments	441	2,201	2,642
Due from developer	-	10,432	10,432
Prepaid expenses	26,493	-	26,493
Restricted assets			
Cash and investments	-	697,471	697,471
Total Assets	<u>\$ 166,024</u>	<u>\$ 710,104</u>	<u>\$ 876,128</u>
LIABILITIES AND FUND BALANCES			
LIABILITIES			
Accounts payable	\$ 4,536	\$ -	\$ 4,536
Due to developer	36,032	-	36,032
Deposits	1,400	-	1,400
Total Liabilities	<u>41,968</u>	<u>-</u>	<u>41,968</u>
FUND BALANCES			
Nonspendable - prepaids	26,493	-	26,493
Restricted:			
Debt service	-	710,104	710,104
Unassigned	97,563	-	97,563
Total Fund Balances	<u>124,056</u>	<u>710,104</u>	<u>834,160</u>
Total Liabilities and Fund Balances	<u>\$ 166,024</u>	<u>\$ 710,104</u>	<u>\$ 876,128</u>

See accompanying notes to financial statements.

Avalon Park West Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2023

Total Governmental Fund Balances	\$ 834,160
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, construction in progress, \$11,367,930, and buildings, \$1,932,253, net of accumulated depreciation, \$(257,632), used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	13,042,551
Long-term liabilities, including bonds payable, \$(14,445,000), net of bond premium, net, \$(8,995), and bond discount, \$5,040, are not due and payable in the current period and therefore, are not reported at the fund level.	(14,448,955)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the governmental fund level.	<u>(223,920)</u>
Net Position of Governmental Activities	<u><u>\$ (796,164)</u></u>

See accompanying notes to financial statements.

Avalon Park West Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Period Ended September 30, 2023

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Special assessments	\$ 193,797	\$ 729,971	\$ -	\$ 923,768
Intergovernmental revenues	13,316	-	-	13,316
Miscellaneous revenues	3,888	-	-	3,888
Investment income	-	25,717	117	25,834
Total Revenues	<u>211,001</u>	<u>755,688</u>	<u>117</u>	<u>966,806</u>
Expenditures				
Current				
General government	86,824	10,393	-	97,217
Physical environment	18,965	-	-	18,965
Culture/recreation	1,006	-	-	1,006
Capital outlay	-	-	3,111,593	3,111,593
Debt service				
Principal	-	195,000	-	195,000
Interest	-	395,175	-	395,175
Other	-	195,185	-	195,185
Total Expenditures	<u>106,795</u>	<u>795,753</u>	<u>3,111,593</u>	<u>4,014,141</u>
Excess of revenues over/(under) expenditures	104,206	(40,065)	(3,111,476)	(3,047,335)
Other Financing Sources/(Uses)				
Issuance of long-term debt	-	350,027	3,004,973	3,355,000
Bond discount	-	(5,040)	-	(5,040)
Transfers in	-	-	106,503	106,503
Transfers out	-	(106,503)	-	(106,503)
Total Other Financing Sources/(Uses)	<u>-</u>	<u>238,484</u>	<u>3,111,476</u>	<u>3,349,960</u>
Net Change in Fund Balances	104,206	198,419	-	302,625
Fund Balances - October 1, 2022	<u>19,850</u>	<u>511,685</u>	<u>-</u>	<u>531,535</u>
Fund Balances - September 30, 2023	<u>\$ 124,056</u>	<u>\$ 710,104</u>	<u>\$ -</u>	<u>\$ 834,160</u>

See accompanying notes to financial statements.

Avalon Park West Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

Net Change in Fund Balances - Total Governmental Funds	\$ 302,625
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures; however, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount that capital outlay, \$3,111,593, exceeded depreciation, \$(64,408), in the current period.	3,047,185
Payments of bond principal are recognized as expenditures at the fund level; however, they reduce long-term liabilities at the government-wide level.	195,000
The issuance of long-term debt is recognized as an other financing source at the fund level. At the government-wide level it is reflected as an increase in long-term liabilities.	(3,355,000)
Bond discount associated with the issuance of long-term debt is recognized as an other financing source at the fund level; however, at the government-wide level it is netted with liabilities.	5,040
Bond premium is amortized over the life of the bonds as interest. This is the current year interest.	324
At the fund level interest is recognized when due. At the government-wide level interest is accrued on outstanding debt. This is the current year accrual.	<u>(139,148)</u>
Change in Net Position of Governmental Activities	<u><u>\$ 56,026</u></u>

See accompanying notes to financial statements.

Avalon Park West Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Period Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 193,729	\$ 193,729	\$ 193,797	\$ 68
Intergovernmental revenues	-	-	13,316	13,316
Miscellaneous revenues	-	-	3,888	3,888
Total Revenues	<u>193,729</u>	<u>193,729</u>	<u>211,001</u>	<u>17,272</u>
Expenditures				
Current				
General government	111,101	111,101	86,824	24,277
Physical environment	32,628	32,628	18,965	13,663
Culture/recreation	-	-	1,006	(1,006)
Total Expenditures	<u>143,729</u>	<u>143,729</u>	<u>106,795</u>	<u>36,934</u>
Net Change in Fund Balances	50,000	50,000	104,206	54,206
Fund Balances - October 1, 2022	<u>-</u>	<u>-</u>	<u>19,850</u>	<u>19,850</u>
Fund Balances - September 30, 2023	<u>\$ 50,000</u>	<u>\$ 50,000</u>	<u>\$ 124,056</u>	<u>\$ 74,056</u>

See accompanying notes to financial statements.

Avalon Park West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Avalon Park West Community Development District (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on June 19, 2018, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 18-23 of the Board of County Commissioners of Pasco County, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Avalon Park West Community Development District. The District is governed by a five-member Board of Supervisors. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Avalon Park West Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Avalon Park West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Avalon Park West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District reports fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Avalon Park West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 90 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Avalon Park West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – The Debt Service Fund accounts for debt service requirements to retire the Bonds, which were used to finance the construction of certain improvements within the District.

Capital Projects Fund – The Capital Projects Fund accounts for acquisition and construction of infrastructure improvements located within the boundaries of the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as construction in progress, and non-current governmental liabilities, such as general obligation bonds be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;

Avalon Park West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

a. Cash and Investments (Continued)

4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash and investments include time deposits, certificates of deposit, money market funds, and all highly liquid debt instruments with original maturities of three months or less.

b. Restricted Assets

Certain net position of the District are classified as restricted assets on the Statement of Net Position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

c. Capital Assets

Capital assets, which include buildings and construction in progress, are reported in the governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Buildings	30 years
-----------	----------

Avalon Park West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

d. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements.

e. Unamortized Bond Discount/Premium

Bond discounts and premiums are presented on the government-wide financial statements. They are amortized over the life of the bonds using the straight-line method. For financial reporting, the unamortized bond discount/premium is netted with the applicable long-term debt.

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2023, the District's bank balance was \$166,857 and carrying value were \$139,090. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2023, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturity Date</u>	<u>Fair Value</u>
First American Government Obligation Fund	24 Days*	<u><u>\$ 697,471</u></u>

* Maturity is a weighted average of maturity.

Avalon Park West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE B – CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investment above is a Level 1 asset.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District has no investment policy that would further limit its investment choices. As of September 30, 2023, the District's investment in First American Government Obligation Fund was rated AAAM by Standard & Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in First American Government Obligation Fund represents 100% of District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2023 were typical of these items during the fiscal year then ended.

Avalon Park West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE C – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2023 was as follows:

	Balance October 1, 2022	Additions	Deletions	Balance September 30, 2023
<u>Governmental Activities:</u>				
Capital assets, not depreciated:				
Construction in progress	\$ 8,256,337	\$ 3,111,593	\$ -	\$ 11,367,930
Capital assets, depreciated:				
Buildings	1,932,253	-	-	1,932,253
Less: accumulated depreciation	(193,224)	(64,408)	-	(257,632)
Total Capital Assets, Depreciated	1,739,029	(64,408)	-	1,674,621
Governmental Activities Capital Assets	<u>\$ 9,995,366</u>	<u>\$ 3,047,185</u>	<u>\$ -</u>	<u>\$ 13,042,551</u>

Depreciation of \$64,408 was charged to culture/recreation.

NOTE D – LONG-TERM DEBT

The following is a summary of activity in the long-term debt account group of the District for the period ended September 30, 2023:

Long-term debt at October 1, 2022	\$ 11,285,000
Issuance of long-term debt	3,355,000
Principal Payments	(195,000)
Long-term debt at September 30, 2023	\$ 14,445,000
Bond premium, net	8,995
Bond discount, net	(5,040)
Bonds Payable, Net at September 30, 2023	<u>\$ 14,448,955</u>

Long-term debt is comprised of the following:

Special Assessment Revenue Bonds

\$5,495,000 Special Assessment Revenue Refunding Bonds, Series 2020 due in annual principal installments, beginning May 1, 2022. Interest is due semi-annually on May 1 and November 1, beginning May 1, 2021, at rates ranging from 2.50% to 4.00% with a maturity date of May 1, 2051. Current portion \$110,000.

\$ 5,280,000

\$5,895,000 Special Assessment Revenue Bonds, Series 2022 due in annual principal installments, beginning May 1, 2023. Interest is due semi-annually on May 1 and November 1, beginning November 1, 2022, at rates ranging from 4.375% to 5.625% with a maturity date of May 1, 2052. Current portion \$90,000.

5,810,000

Avalon Park West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE D – LONG-TERM DEBT (CONTINUED)

\$3,335,000 Special Assessment Revenue Bonds, Series 2023 due in annual principal installments, beginning May 1, 2024. Interest is due semi-annually on May 1 and November 1, beginning November 1, 2023, at rates ranging from 4.875% to 5.875% with a maturity date of May 1, 2053. Current portion \$45,000.

3,355,000

Bonds payable

\$ 14,445,000

The annual requirements to amortize the principal and interest of the bonds outstanding as of September 30, 2023 are as follows:

Year Ending September 30,	Principal	Interest	Total
2024	\$ 245,000	\$ 634,912	\$ 879,912
2025	260,000	694,771	954,771
2026	270,000	685,302	955,302
2027	280,000	674,590	954,590
2028	285,000	663,470	948,470
2029-2033	1,645,000	3,126,479	4,771,479
2034-2038	2,070,000	2,706,935	4,776,935
2039-2043	2,645,000	2,152,270	4,797,270
2044-2048	3,410,000	1,417,258	4,827,258
2049-2053	3,335,000	466,246	3,801,246
Totals	<u>\$ 14,445,000</u>	<u>\$ 13,222,233</u>	<u>\$ 27,667,233</u>

Significant Bond Provisions

The Series 2020, Series 2022, and Series 2023 Bonds are subject to optional redemption prior to maturity at the option of the District, in whole or in part, on any day on or after May 1, 2030, May 1, 2032, and May 1, 2033 respectively at the redemption price of 100% of principal amount of the respective Bonds redeemed together with accrued interest at the redemption date. The Series 2020, Series 2022, and Series 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the respective Bond Registrar if certain events occurred as outlined in the respective Trust Indenture.

The Trust Indentures established certain amounts be maintained in a reserve account. In addition, the Trust Indentures have certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Avalon Park West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE D – LONG-TERM DEBT (CONTINUED)

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

1. Series 2020 Reserve Fund – The 2020 Reserve Account was funded from the proceeds of the Series 2020 Bonds in amounts equal to fifty percent of the maximum annual debt service requirement for all outstanding Series 2020 Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.
2. Series 2022 Reserve Fund – The 2022 Reserve Account was funded from the proceeds of the Series 2022 Bonds in amounts equal to fifty percent of the maximum annual debt service requirement for all outstanding Series 2022 Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.
3. Series 2023 Reserve Fund – The 2023 Reserve Account was funded from the proceeds of the Series 2023 Bonds in amounts equal to fifty percent of the maximum annual debt service requirement for all outstanding Series 2023 Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

	<u>Reserve Balance</u>	<u>Reserve Requirement</u>
Series 2020 Special Assessment Revenue Refunding Bonds	\$ 156,178	\$ 156,178
Series 2022 Special Assessment Revenue Bonds	\$ 202,078	\$ 198,900
Series 2023 Special Assessment Revenue Bonds	\$ 118,692	\$ 118,692

NOTE E – INTERFUND TRANSFERS

Interfund transfers for the year ended September 30, 2023, consisted of the following:

	<u>Transfers Out</u>
<u>Transfers In</u>	<u>Debt Service Fund</u>
Capital Projects Fund	\$ 106,503

Amounts transferred from the Debt Service Fund to the Capital Projects Fund are in accordance with the Trust Indenture.

Avalon Park West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE F – RELATED PARTY TRANSACTIONS

All members of the Board of Supervisors are affiliated with the Developer or a related entity. The District received \$138,964 in assessments from the Developer for the year ended September 30, 2023. Additionally, the District owed \$36,032 to the developer and the developer owed the District \$10,432.

NOTE G – ECONOMIC DEPENDENCY

The Developers own a significant portion of land within the District. The District's activity is dependent upon the continued involvement of the Developers, the loss of which could have a material adverse effect on the District's operations.

NOTE H – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There were no claims or settled claims from these risks that have exceeded commercial insurance coverage in the last three years.



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Avalon Park West Community Development District
Pasco County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Avalon Park West Community Development District, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated September 16, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Avalon Park West Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Avalon Park West Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Avalon Park West Community Development District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
Avalon Park West Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Avalon Park West Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 16, 2024



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

MANAGEMENT LETTER

To the Board of Supervisors
Avalon Park West Community Development District
Pasco County, Florida

Report on the Financial Statements

We have audited the financial statements of the Avalon Park West Community Development District as of and for the year ended September 30, 2023, and have issued our report thereon dated September 16, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated September 16, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations noted in the preceding financial audit report.

To the Board of Supervisors
Avalon Park West Community Development District

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Avalon Park West Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Avalon Park West Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Avalon Park West Community Development District. It is management's responsibility to monitor the Avalon Park West Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2023.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information below was provided by management and has not been audited by us; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, Avalon Park West Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 1
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$59,574
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2022, together with the total expenditures for such project: Series 2023 Capital Project, \$3,111,593.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was not amended.



To the Board of Supervisors
Avalon Park West Community Development District

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, Avalon Park West Community Development District reported the following:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District. General Fund, \$137.20 - \$313.27, Debt Service Fund, \$685.93 - \$1,563.66.
- 2) The amount of special assessments collected by or on behalf of the District: \$923,768.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds: The outstanding balance as of September 30, 2023 is Series 2020 \$5,280,000 maturing May 1, 2051, \$5,810,000 Series 2022 maturing in May 2052, \$3,355,000 Series 2023 maturing in May 2053.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit we noted no such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 16, 2024



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Avalon Park West Community Development District
Pasco County, Florida

We have examined Avalon Park West Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2023. Management is responsible for Avalon Park West Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Avalon Park West Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Avalon Park West Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Avalon Park West Community Development District's compliance with the specified requirements.

In our opinion, Avalon Park West Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2023.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 16, 2024

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

11A

RESOLUTION 2025-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON
PARK WEST COMMUNITY DEVELOPMENT DISTRICT HEREBY
ACCEPTING THE AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR
ENDED SEPTEMBER 30, 2023**

WHEREAS, the District's Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Financial Report for Fiscal Year 2023;

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

1. The Audited Financial Report for Fiscal Year 2023, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2023, for the period ending September 30, 2023; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 24th day of January, 2025.

ATTEST:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2025-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON
PARK WEST COMMUNITY DEVELOPMENT DISTRICT SETTING A
PUBLIC HEARING TO ADOPT RULES RELATING TO PARKING
ENFORCEMENT; AND PROVIDING FOR SEVERABILITY AND AN
EFFECTIVE DATE**

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

WHEREAS, the District owns and maintains certain common areas that are located within the boundaries of the District ("**District Property**");

WHEREAS, the Board of Supervisors of the District ("**Board**") is authorized by Sections 190.011(15) and 190.012(3), Florida Statutes, to adopt a Parking Enforcement Rule; and

WHEREAS, the Board has determined that it is in the best interest of the district to adopt the Rules Relating to Parking Enforcement;

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

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

DATE: _____

TIME: 10:00 a.m. _____

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

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

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

PASSED AND ADOPTED this 24th day of January, 2025.

ATTEST:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Parking Enforcement Rule

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

12A

EXHIBIT A

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, Florida Statutes, and on _____, 2025 at a duly noticed public meeting, and after a public hearing, the Board of Supervisors of the Avalon Park West Community Development District ("District") adopted the following rule to govern overnight parking and parking enforcement on certain District property.

- 1. INTRODUCTION.** The District finds that parked vehicles can cause hazards and danger to the health, safety and welfare of District residents and the public. This rule is intended to provide the District with the ability to remove such vehicles and find such owners consistent with this rule and as indicated herein.

2. PARKING RULES.

General

- a. Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block any sidewalks.
- b. No street parking is allowed in the District on any District-owned property, including roadways owned by the District, within the community.
- c. During holidays, the District understands that many will have visitors and there are not many parking areas. The District asks residents to be respectful to your neighbors and not block driveways or areas that prevent vehicles from backing up from their driveways.
- d. Parking on the grass is strictly prohibited.
- e. Parking in the clubhouse/amenity centers shall be on a first come/first serve basis.
- f. No vehicles used in business for the purpose of transporting good, equipment and the like, shall be parked on District property, except during the period of delivery of goods or during the provision of services.
- g. No vehicles which cannot operate on its own power shall remain on District property for more than (12) hours.

Clubhouse

- h. Amenity area parking is for amenity patrons and guests **only** and limited while enjoying the amenity area. No overnight parking is allowed, except for in certain designated spots as permitted by the District's amenity manager.
- i. Golf cart parking spaces are for golf cart use only.

3. TOWING/REMOVAL PROCEDURES.

- a. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of these rules, and the parking prohibitions stated herein, shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*.
 - b. **TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a vehicle, the District Manager or his/her designee must verify that the subject vehicle was not authorized to park under this rule. Upon such verification, the District Manager or his/her designee may contact a firm authorized by Florida law to tow/remove vehicles for the removal of such unauthorized vehicle at the owner's expense. The vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
 - c. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles in accordance with Florida law and with the rules set forth herein.
4. **OTHER DISTRICT PENALTIES.** If any person is found to have violated any of the provisions of this rule, and pursuant to Sections 120.69(2) and (7), Florida Statutes and other applicable law, the District shall have the right to impose a fine of up to the amount of \$1,000 and collect such fine and attorney's fees as a contractual lien or as otherwise provided by Florida law.
5. **PARKING AT YOUR OWN RISK.** Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

Effective date: _____, 2025

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

13

TOWING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2025, 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 with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

ATLAS TOWING SERVICE, INC., a Florida corporation, with a mailing address of 30115 SR 54, Wesley Chapel, Florida 33543 ("**Contractor**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, in accordance with Section 715.07, *Florida Statutes*, the District desires to engage an independent contractor to provide vehicle towing/removal services within the District in accordance with the Parking Policies, defined below, and more particularly described in **Exhibit A** ("**Services**"); and

WHEREAS, the District has adopted that certain *Rules Relating to Parking and Parking Enforcement*, a copy of which is attached hereto as **Exhibit B**, and as may be amended from time to time by the Board of Supervisors ("**Board**") of the District ("**Parking Policies**"); and

WHEREAS, the Contractor desires to provide such Services for the District in accordance with Section 715.07, *Florida Statutes*, and other Florida law; and

WHEREAS, the Contractor and the District accordingly desire to enter into this Agreement to provide for the rights, duties and obligations of the parties relative to same.

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. DESCRIPTION OF WORK AND SERVICES. The District hereby authorizes the Contractor, and its employees and agents, to perform drive-by inspections and vehicle-towing/removal Services from the District property identified in **Exhibit A**. Contractor is also authorized to perform such Services when requested to do so by the District's designated representatives, who shall be the _____, of the Avalon Park West Homeowners Association, Inc., the District Manager, and the current members of the Board of Supervisors of the District ("**District Representatives**"). All such Services shall be performed only at the times specified in the Parking Policies. Contractor shall also provide vehicle storage relative to any such vehicles towed from District property, all in accordance with the Parking Policies, Section 715.07, *Florida Statutes*, and any other applicable Florida law.

<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
 Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

- B.** The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to commencement of the Services.

SECTION 6. CARE OF PROPERTY; SOVEREIGN IMMUNITY.

- A.** Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor shall be solely for any damage to property, including vehicles, caused by the towing/removal and/or storage activities contemplated herein. Accordingly, Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- C.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this Agreement by court proceedings or otherwise, the District shall be entitled to recover from Contractor all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs.

SECTION 8. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 9. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District 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 District in refraining from so doing; and further, that the failure of the District 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 10. 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. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. 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 11. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 12. ASSIGNMENT. Neither the District nor Contractor may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 14. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight courier or First-Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Avalon Park West Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Atlas Towing Service, Inc.
30115 SR 54
Wesley Chapel, Florida 33543
Attn: _____

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 Contractor may deliver Notice on behalf of the District and Contractor. 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 15. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Cindy Cerbone** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor 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 Contractor 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 Contractor'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 Contractor, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, CEBONEC@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 16. CONTROLLING 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. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Pasco County, Florida.

SECTION 17. 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 18. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 19. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto

any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 20. 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.

SECTION 21. 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 any doubtful language will not be interpreted or construed against any party.

SECTION 22. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 23. E-VERIFY. The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District because of the termination. If the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

SECTION 24. ANTI-HUMAN TRAFFICKING STATEMENT. Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

SECTION 25. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law. If Contractor is found to have submitted a false statement or is prohibited from doing business with the District under Florida law, the District may immediately terminate the Contract.

SECTION 26. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any

investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 27. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Remainder of this page intentionally left blank]

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

ATTEST:

**AVALON PARK WEST COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____

Chair, Board of Supervisors

WITNESS:

ATLAS TOWING SERVICE, INC., a Florida corporation

Print Name: _____

By: _____
Title: _____

Exhibit A: Services Proposal
Exhibit B: Parking Policies

EXHIBIT A

Scope of Services:

Towing from CDD owned roads and property within the District boundaries.

EXHIBIT B

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

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

RATIFICATION

ITEMS B

FIELD OPERATIONS AGREEMENT

THIS FIELD OPERATIONS AGREEMENT ("Agreement") is made and entered this 1st day of January 2025, by and between:

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

ACCESS RESIDENTIAL MANAGEMENT LLC, D/B/A ACCESS MANAGEMENT, a Florida limited liability company, whose mailing address is 1170 Celebration Blvd, Suite 202, Celebration, Florida 34747 ("Manager," and together with the District, "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* ("Act"); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure ("Improvements") located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

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. MANAGER'S OBLIGATION.

A. *Specific Duties.* Manager shall perform the specific duties described on the document attached hereto as **Exhibit A** and incorporated herein by reference.

B. General Duties. Manager also shall be responsible for the management and oversight of District vendors for the District Property in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance under the District's direction. (That said, and as a point of clarification, Manager shall not have authority to execute contracts and/or change orders on behalf of the District.) Manager is responsible for the overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work. Manager shall report directly to the District Manager and the Board of Supervisors. Manager shall attend monthly Board Meetings when requested by the District Manager or Board of Supervisors.

C. Inspection. Manager shall conduct regular inspections of all District property and report any irregularities to the District Manager, or its designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.

D. Investigation and Report of Accidents/Claims. Manager shall promptly notify the District Manager as to all accidents or claims for damage relating to the management of the District's contractors or vendors and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property. Manager shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Manager shall not file any claims with the District's insurance company without the prior consent of the District Manager or his designee.

E. Compliance with Government Rules, Regulations, Requirements and Orders. Manager shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District property placed thereon by any governmental authority having jurisdiction. Manager shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Manager shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District property, including the improvements.

F. Adherence to District Rules, Regulations and Policies. To the extent they apply to Manager's performance herein, Manager's personnel shall be familiar with any and all District rules, policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, policies and procedures as may be promulgated by the District from time to time and ensure that said persons conform therewith. Manager may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times and the District shall have the right, in its sole discretion, to amend or terminate such policies and procedures as it deems reasonably necessary. Manager 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.

G. *Care of the Property.* Manager shall use all due care to protect the property of the District, its residents and landowners from damage by Manager, its employees or contractors.

SECTION 3. COMPENSATION. The District shall pay the Manager the compensation set forth in **Exhibit A** for the provision of field operations management services pursuant to the terms of this Agreement.

SECTION 4. TERM.

- A. The term of this Agreement shall commence as of the date first written above and shall terminate September 30, 2025, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.
- B. Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

SECTION 5. INSURANCE. The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance as set forth in **Exhibit B**. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

SECTION 6. INDEMNITY. Manager agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Manager, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Manager to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at

fault for any claims against the District and Manager as jointly liable parties; however, Manager shall indemnify the District for any and all percentage of fault attributable to Manager for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Manager further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. 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 9. ASSIGNMENT. Neither Party may assign this Agreement without the prior written approval of the other

SECTION 10. INDEPENDENT MANAGER STATUS. In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. 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 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

SECTION 13. 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 Manager.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Manager may deliver Notice on behalf of the District and the Manager. 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 16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Manager 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 Manager 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 Manager and their respective representatives, successors, and assigns.

SECTION 17. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Pasco County, Florida.

SECTION 18. PUBLIC RECORDS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager acknowledges that the designated public records custodian for the District is **Cindy Cerbone** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Manager 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 Manager 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 the Manager'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 Manager, the Manager 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 MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, CERBONEC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 19. 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 20. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager 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 21. EMPLOYMENT VERIFICATION; E-VERIFY. The Manager agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Contract of 1986, as amended, and Section 448.095, Florida Statutes.

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

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: 

Print Name: Christian Cotter

Its: Chairman

ACCESS RESIDENTIAL MANAGEMENT LLC

By: 

DocuSigned by:
FFA33D7C127043A

Print Name: Dave Walter

Its: VP of Operations

EXHIBIT A

Management Services - Includes duties listed below.

Commencement Date: January 1, 2025

Annual Fee: \$12,600.00

Monthly Fee: \$1050.00

- Reports directly to the CDD District Manager
- Oversees Community Support Staff, Facility Monitors, and Auxiliary Staff (AT ADDITIONAL COST / IF NECESSARY)
- Assess condition of District property resulting from neglect, vandalism, depreciation and estimate costs associated with its repair and/or replacement
- Maintain preventative maintenance records, inventories, purchases, and review of invoices
- Arrange quotes and supervise performance of outside contractors
- Perform regularly scheduled reviews of preventative maintenance records, inventories, and purchases
- Provide sign off on and code invoices, as needed and submit for payment.
- Work to ensure the community meets the quality maintenance standards set by the Board of Supervisors
- Provide budgetary input and assist in monitoring and controlling of expenditures.
- Attend monthly Board meetings and present an Operations report
- Oversee pond maintenance and water management system provider performance through regular meetings and inspections.
- Oversee landscape/irrigation maintenance system provider performance through regular meetings and inspections
- Oversee Pool Maintenance Service and repairs as well as condition of all pools and fountains
- Advise the District of any necessary repairs, cleaning, or replacement items required due to "normal wear and tear", "acts of God", or "vandalism". Such repairs shall be billed separately, upon approval of the Community Development District
- Prepare a Facility Maintenance Plan and an Emergency Action Plan
- Resolve any issues requiring attention on behalf of the residents and/or Board of Supervisors
- Oversee aspects such as budgeting, policy recommendations and enforcement as well as safety and security recommendations
- Assume all staffing responsibilities including all duties associated with employing the recreational staff, such as recruiting, hiring, training, and overseeing and evaluating such personnel
- Conduct professional interaction and coordination with security providers (Security Company / Off Duty Sheriffs)
- Recommend on an ongoing basis, capital equipment replacements, additions, and operational improvements.
- Upon review, have the authority to purchase goods and/or services on the District's behalf as it relates to operation and maintenance of the District up to \$500.00 per purchase with the District issued debt card
- Make suggestions for new or revised rules for the Recreational Facilities when appropriate
- Assist the District in procuring and maintaining all licenses and permits required for Recreational Facilities
- At times, the work schedule of the manager must be flexible to monitor resident request, supervise outside contractors and handle operational emergencies
- All other duties deemed necessary by the Board of Supervisors or District Manager to Assist residents with Facility Rental Contracts
- Assist residents with Access Cards (Costs of cards/ postage/ handling reimbursed to Access Mgmt. by CDD)
- Oversee the amenity center facilities, including operations and maintenance

Notices/Billing Address:

Access Management 1170 Celebration Blvd, Suite 202, Celebration, FL 34747

Office Locations: Florida - Tampa, Sarasota, Naples, Celebration South Carolina - Myrtle Beach

Proposed Site Visits: Weekly - LCAM Monthly - Regional Director of Operations

Part-Time Pool Attendant for CDD Amenity - Not to Exceed \$25,000 Annual Cost or \$2083.33 monthly from 1/1/25 to 9/30/25.

Pool Attendant shall report to the Field Operations Manager/CAM

Duties shall include, but not be limited to:

Oversight of Event Rentals within the CDD Amenity.

Serve as an on-site representative of the District to the residents.

Visual inspection and completion of site checklist to document items requiring action by Field Ops.

Light Janitorial and Maintenance to include pool furniture washdown, litter pick-up or trash emptying, touch up painting and the like.

Restock of paper products in restroom in-between Janitorial Service or in anticipation of heavy use.

Review Pool Log and test chemical levels in-between Pool Contract Service.

Ensure Pool Deck Furniture is orderly and welcoming.

Assist Field Operations Manager with oversight and performance of outside contractors.

Cobweb removal at Amenity and Monument.

Visual inspection of Tot Lot, Picnic Area and Splashpad for safety concerns.

Facilitate Access Fob distribution on weekends.

Knowledge of camera system to save data related to incidents that may require documentation.

Monthly reporting of tasks completed and open action items.

Other duties as assigned.

EXHIBIT B - Insurance Certificate and Endorsements

Avalon Park West Amenity Pool Monitor Checklist

- **Date:** _____
- **Time:** _____
- **Location:** _____

1. Tot Lot Equipment Inspection

- **Visual Safety Inspection (Weekly):**
 - Check for any repairs needed:
 - Loose components
 - Broken items
 - Sharp edges
- **Notes for Management:** _____

2. Clubhouse Rental: Guest and Event Documentation

- **Party Size (Fire Code Maximum exceeded?)** _____
- **Clubhouse Rental/Party Activity (if applicable):** Describe event size and activity
- **Rental Check-In/Out Times:** _____
- **Homeowner Interaction:**
 - Document feedback and any important notes on interactions.
- **Additional Notes:**

3. Amenity Cleanup and Maintenance

- **Litter and Waste Management:**
 - **Litter Pickup:** Collect litter across all areas, including landscaped sections around the pool deck.
 - **Waste Receptacle Disposal:**
 - Supplement with photos.
 - Dumpster area inspections. (Look for loose trash, bulk items. Dispose as needed, notate if items are too large or other arrangements needed. Supplement with photos.)
 - **Supply Check:** Stock each location with construction trash bags as needed.
- **Furniture Cleaning:**
 - Spot-clean chairs/loungers/tables.
 - Furniture washing as needed.
- **Lounge area and Windowsill Cleaning:**
 - Brush down Lounge area(s) and windowsills using a broom or web-broom.
 - **Frequency:** Daily
 - **Last Completed:** _____
- **General Repairs**
 - Please notate any observed needed repairs
- **Pool Deck Furniture**
 - Organize furniture on pool deck.
 - Ensure a clean, appealing setup.
 - **Safety Check:** No furniture within 3 feet of the water's edge.
 - All umbrellas closed when not in use.
 - Broken furniture removed and logged.

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

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

**AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 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	\$374,737	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 374,737
Investments							
Revenue	-	339,378	416,931	228,278	-	-	984,587
Reserve	-	156,178	101,039	59,806	-	-	317,023
Prepayment	-	-	-	3,713	-	-	3,713
Construction	-	-	-	-	208	120	328
Cost of issuance	-	-	-	22	-	-	22
Interest	-	-	-	3	-	-	3
Capitalized interest	-	-	-	185	-	-	185
Undeposited funds	175	-	-	-	-	-	175
Total assets	<u>\$374,912</u>	<u>\$ 495,556</u>	<u>\$ 517,970</u>	<u>\$ 292,007</u>	<u>\$ 208</u>	<u>\$ 120</u>	<u>\$ 1,680,773</u>
LIABILITIES							
Liabilities:							
Accounts payable	\$ 3,071	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,071
Rental deposits	1,400	-	-	-	-	-	1,400
Developer advance	34,933	-	-	-	-	-	34,933
Total liabilities	<u>39,404</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>39,404</u>
FUND BALANCES							
Restricted for							
Debt service	-	495,556	517,970	292,007	-	-	1,305,533
Capital projects	-	-	-	-	208	120	328
Unassigned	335,508	-	-	-	-	-	335,508
Total fund balances	<u>335,508</u>	<u>495,556</u>	<u>517,970</u>	<u>292,007</u>	<u>208</u>	<u>120</u>	<u>1,641,369</u>
Total liabilities and fund balances	<u>\$ 374,912</u>	<u>\$ 495,556</u>	<u>\$ 517,970</u>	<u>\$ 292,007</u>	<u>\$ 208</u>	<u>\$ 120</u>	<u>\$ 1,680,773</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment: on-roll	\$ 235,799	\$ 266,004	\$ 285,365	93%
Miscellaneous	102	281	-	N/A
Total revenues	<u>235,901</u>	<u>266,285</u>	<u>285,365</u>	93%
EXPENDITURES				
Professional & administrative				
Financial & administrative				
Supervisors	-	-	2,153	0%
District management	4,000	12,000	48,000	25%
Legal general counsel	-	3,364	25,000	13%
Engineering	1,445	1,445	7,500	19%
Audit	-	-	4,000	0%
Arbitrage	-	-	2,250	0%
Dissemination agent	250	750	3,000	25%
Trustee fees	-	12,524	14,000	89%
Telephone	17	50	200	25%
Postage	11	34	500	7%
Printing & binding	42	125	500	25%
Legal advertising	-	401	2,500	16%
Annual special district fee	-	175	175	100%
Insurance: general liability	-	6,631	7,000	95%
Website hosting, maintenance and backup	-	705	705	100%
ADA website compliance	-	-	210	0%
Contingency	103	294	500	59%
EMMA Software Service	-	1,000	1,000	100%
Total professional & administrative	<u>5,868</u>	<u>39,498</u>	<u>119,193</u>	33%
Field operations				
Field Operations management	-	-	12,600	0%
Electric utility services				
Utility services	-	-	5,200	0%
Utility - recreation facilities	-	-	15,639	0%
Garbage/solid waste control services				
Garbage - recreation facilities	-	-	2,880	0%
Solid waste assessment	-	3,003	550	546%
Water-sewer combination services				
Utility services	-	-	9,413	0%
Stormwater control	-	-		
Stormwater assessment	-	-	550	0%

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

	Current Month	Year to Date	Budget	% of Budget
Other physical environment				
Property insurance	-	20,906	25,413	82%
Flood insurance	-	-	2,230	0%
Entry & walls maintenance	-	-	650	0%
Gate maintenance & repair	-	-	3,423	0%
Telephone, fax, internet	-	-	1,680	0%
Pool permits	-	-	200	0%
Amenity supplies	-	-	1,500	0%
Pest control	-	-	1,996	0%
Clubhouse janitorial service	-	-	8,110	0%
Computer support, maintenance & repair	-	-	-	N/A
Pool service contract	-	-	37,176	0%
Maintenance & repair	-	-	8,640	0%
Pool/water park maintenance	-	-	3,200	0%
Clubhouse - facility janitorial supplies	-	-	1,800	0%
Office supplies	-	-	1,200	0%
Contingency	-	-	-	-
Miscellaneous contingency	-	-	4,000	0%
Commercial assessment contingency	-	-	12,175	0%
Total field operations	-	23,909	160,225	15%
Other fees & charges				
Property taxes	-	492	-	N/A
Property appraiser & tax collector	4,716	5,320	5,945	89%
Total other fees & charges	4,716	5,812	5,945	98%
Total expenditures	10,584	69,219	285,363	24%
Excess/(deficiency) of revenues over/(under) expenditures	225,317	197,066	2	
Fund balances - beginning	110,191	138,442	124,811	
Assigned				
3 months working capital	-	-	76,591	
Unassigned	335,508	335,508	48,222	
Fund balances - ending	\$ 335,508	\$ 335,508	\$ 124,813	

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

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 263,595	\$ 297,360	\$ 319,001	93%
Interest	729	3,026	-	N/A
Total revenues	<u>264,324</u>	<u>300,386</u>	<u>319,001</u>	94%
EXPENDITURES				
Debt service				
Interest	-	98,081	196,163	50%
Principal	-	-	115,000	0%
Total debt service	<u>-</u>	<u>98,081</u>	<u>311,163</u>	32%
Other fees & charges				
Property appraiser	-	-	175	0%
Tax collector	5,272	5,947	6,646	89%
Total other fees and charges	<u>5,272</u>	<u>5,947</u>	<u>6,821</u>	87%
Total expenditures	<u>5,272</u>	<u>104,028</u>	<u>317,984</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	259,052	196,358	1,017	
Fund balances - beginning	236,504	299,198	287,814	
Fund balances - ending	<u>\$ 495,556</u>	<u>\$ 495,556</u>	<u>\$ 288,831</u>	

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

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 341,066	\$ 384,754	\$ 412,757	93%
Interest	-	2,253	-	N/A
Total revenues	<u>341,066</u>	<u>387,007</u>	<u>412,757</u>	94%
EXPENDITURES				
Debt service				
Interest	-	155,223	310,445	50%
Principal	-	-	95,000	0%
Total debt service	<u>-</u>	<u>155,223</u>	<u>405,445</u>	38%
Other fees & charges				
Property appraiser	-	-	2,150	0%
Tax collector	6,822	7,694	8,599	89%
Total other fees and charges	<u>6,822</u>	<u>7,694</u>	<u>10,749</u>	N/A
Total expenditures	<u>6,822</u>	<u>162,917</u>	<u>416,194</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	334,244	224,090	(3,437)	
Fund balances - beginning	183,726	293,880	280,041	
Fund balances - ending	<u>\$ 517,970</u>	<u>\$ 517,970</u>	<u>\$ 276,604</u>	

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

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 200,326	\$ 225,987	\$ 242,435	93%
Interest	-	1,260	-	N/A
Total revenues	<u>200,326</u>	<u>227,247</u>	<u>242,435</u>	94%
EXPENDITURES				
Debt service				
Interest	-	94,081	188,163	50%
Principal	-	-	50,000	0%
Total debt service	<u>-</u>	<u>94,081</u>	<u>238,163</u>	40%
Other fees & charges				
Tax collector	<u>4,006</u>	<u>4,520</u>	<u>5,051</u>	N/A
Total other fees and charges	<u>4,006</u>	<u>4,520</u>	<u>5,051</u>	N/A
Total expenditures	<u>4,006</u>	<u>98,601</u>	<u>243,214</u>	41%
Excess/(deficiency) of revenues over/(under) expenditures	196,320	128,646	(779)	
Fund balances - beginning	<u>95,687</u>	<u>163,361</u>	<u>219,384</u>	
Fund balances - ending	<u>\$ 292,007</u>	<u>\$ 292,007</u>	<u>\$ 218,605</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 DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ -	\$ 2
Total revenues	<u>-</u>	<u>2</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	2
Fund balances - beginning	208	206
Fund balances - ending	<u>\$ 208</u>	<u>\$ 208</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 DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1	\$ 1
Total revenues	<u>1</u>	<u>1</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	1	1
Fund balances - beginning	119	119
Fund balances - ending	<u><u>\$ 120</u></u>	<u><u>\$ 120</u></u>

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

DRAFT
MINUTES OF MEETING
AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Avalon Park West Community Development District held Public Hearings and a Regular Meeting on August 23, 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:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	District Counsel
Ryan Dugan (via telephone)	Kutak Rock LLP
Alex Gormley	Access Management
Neeraj Chander	Access Management
Ingrid Bachmeier	Resident
Members of the Public	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Sanchez called the meeting to order at 10:04 a.m.

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

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**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, 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**

This item was deferred.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2024-16,
Electing and Removing Officers of the
District and Providing for an Effective Date**

This item was deferred.

Mr. Tepper arrived at the meeting at 10:06 a.m.

FIFTH ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

A. Proof/Affidavit of Publication

The affidavit of publication was included for informational purposes.

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

Ms. Sanchez presented Resolution 2024-17. The proposed Fiscal Year 2025 budget is unchanged since it was approved at a previous meeting, except for the addition of Field Operations Management, which will begin on January 1, 2025. Mailed Notices were previously sent to the property owners informing them of the maximum possible increase.

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

No affected property owners or members of the public spoke.

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

On MOTION by Mr. Wiggins and seconded by Ms. Moulton, with all in favor, 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, was adopted.

SIXTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 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

Ms. Sanchez presented Resolution 2024-18, which allows the CDD to utilize the services of the Property Appraiser and Tax Collector.

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

No affected property owners or members of the public spoke.

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

On MOTION by Mr. Wiggins and seconded by Mr. Cotter, with all in favor, 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, was adopted.

SEVENTH ORDER OF BUSINESS**Update: Egis Insurance & Risk Advisors - Site Visit Report**

Ms. Sanchez presented the Egis Insurance & Risk Advisors Site Visit Report.

Mr. Chander discussed the site visit and stated that all recommendations, including relocating chemicals, inspecting controls for functionality, paver and drain repairs have been made or are in progress.

Ms. Moulton noted that the pool vendor was changed to improve the service and quality of the pool conditions.

Mr. Chander stated the interior of the pool area was painted and pool furniture is being repaired and will be replaced in the coming weeks. He stated that adjustments will be made to the grill area and mulch will be installed. Pressure washing will occur after mulch is installed, and the Splash Pad is now operational continually on a dusk to dawn timer, rather than at the push of a button, which is better for the motor.

Ms. Moulton stated that many improvements were based on resident comments. The amenity receives very heavy use, which necessitated the furniture repairs.

Mr. Chander stated that the outdoor shower will be replaced. Ms. Moulton asked for this to be expedited.

EIGHTH ORDER OF BUSINESS**Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]**

Ms. Sanchez presented the Memorandum regarding House Bill 7013 Special Districts Performance Measures and Standards Reporting outlining a new state requirement for CDDs to establish and report annual goals and objectives. The CDD has already had these standards in place; a more formalized process provides for measurement and reporting.

On MOTION by Mr. Wiggins and seconded by Mr. Cotter, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

NINTH ORDER OF BUSINESS

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**

Ms. Sanchez presented Resolution 2024-19.

Ms. Gormley stated that Staff recommendations being reviewed include tightening up on rental times, increasing safety and staff oversight and increasing the rental fee to help cover costs of facility maintenance based on the constant usage. Documents will be ready for final review at the October meeting.

On MOTION by Mr. Wiggins and seconded by Mr. Cotter, with all in favor, 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 on October 25, 2024 at 10:00 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545; Providing a Severability Clause; and Providing an Effective Date, was adopted.

TENTH 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

Ms. Sanchez presented Resolution 2024-15, which relates to removing certain parcels planned for future development.

Ms. Cerbone stated that the budget that was just adopted includes assessments on commercial parcels. Should the Boundary Amendment proceed, additional considerations include billings on the property tax bill; Truth in Millage (TRIM) Notices are due to be sent soon.

The Board and Staff discussed how to proceed.

Ms. Moulton suggested tabling Item 10A, keeping the budget in its current form and continuing with TRIM Notices.

Mr. Earlywine stated that the act of withdrawing the Boundary Amendment will be tabled; this item will be removed from the agenda for now.

ELEVENTH ORDER OF BUSINESS

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

Ms. Cerbone stated the CDD will assume responsibility for funding, collecting and paying for all expenses for just this Amenity Center, effective January 1, 2025. In order to do so, all costs are included in the Fiscal Year 2025 budget that was just adopted. Notice of this fact must be sent to New River, the HOA and the CDD regarding this arrangement; notice is included in the agenda. This communication from the CDD to the Avalon Park West HOA, Access Management and New River informs them that, as of January 1, 2025, the CDD will fulfill these responsibilities, rather than New River HOA.

Ms. Cerbone presented the Amended and Restated CDD/HOA Maintenance Agreement.

Discussion ensued regarding assignment of contracts from New River HOA to the CDD and new pool and janitorial contracts to be ratified in October. The consensus was that these contracts will be included on the October agenda.

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the Letter Agreement for the Assignment of Amenity Management Agreement and Assignment of Cost Share Agreement, and the Amended and Restated CDD/HOA Maintenance Agreement, were approved.

TWELFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of July 31, 2024

On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor, the Unaudited Financial Statements as of July 31, 2024, were accepted.

THIRTEENTH ORDER OF BUSINESS**Approval of May 30, 2024 Regular Meeting Minutes**

On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor, the May 30, 2024 Regular Meeting Minutes, as presented, were approved.

FOURTEENTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel: Kutak Rock LLP
 - B. District Engineer: Stantec Consulting Services
 - Update: Speed Tables
 - C. Operations Manager: Access Management
- There were no District Counsel, District Engineer or Operations Manager reports.
- D. District Manager: Wrathell, Hunt and Associates, LLC

- NEXT MEETING DATE: September 27, 2024 at 10:00 AM

- QUORUM CHECK

The next meeting will be on September 27, 2024, unless cancelled.

FIFTEENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

SIXTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

SEVENTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor, the meeting adjourned at 10:25 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

267
268
269
270
271
272

Secretary/Assistant Secretary

Chair/Vice Chair

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

DRAFT

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

A Landowners' Meeting of the Avalon Park West Community Development District was held on November 5, 2024 at 10:00 a.m., at Tampa Civil Design, LLC, 17937 Hunting Bow Circle, Lutz, Florida 33558.

Present were:

Jamie Sanchez	District Manager/Proxy Holder
Ryan Dugan (via telephone)	District Counsel
Wes Haber (via telephone)	Kutak Rock

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Sanchez called the meeting to order at 10:03 a.m., and noted those in attendance, as specified above.

SECOND ORDER OF BUSINESS

Affidavit of Publication

The affidavit of publication was included for informational purposes.

Ms. Sanchez is the designated Proxy Holder for Landowner DR Horton, Inc., which owns 291 platted lots, equating to 291 voting units. Ms. Sanchez is eligible to cast up to 291 votes per Seat.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Ms. Sanchez served as Chair to conduct the Landowners' meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisor [Seat 3]

A. Nominations

Ms. Sanchez nominated the following:

37 Seat 3 Mary Moulton

38 No other nominations were made.

39 **B. Casting of Ballots**

40 **I. Determine Number of Voting Units Represented**

41 A total of 291 voting units were represented.

42 **II. Determine Number of Voting Units Assigned by Proxy**

43 All 291 voting units were assigned by proxy to Ms. Sanchez.

44 Ms. Sanchez cast the following votes:

45 Seat 3 Mary Moulton 250 votes

46 **C. Ballot Tabulation and Results**

47 The ballot tabulation and results were as follows:

48 Seat 3 Mary Moulton 250 votes 4-Year Term

49

50 **FIFTH ORDER OF BUSINESS**

Landowners' Questions/Comments

51

52 There were no Landowners' questions or comments.

53

54 **SIXTH ORDER OF BUSINESS**

Adjournment

55

56 The meeting adjourned at 10:04 a.m.

57

58

59 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

60
61
62
63
64
65
66

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 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545</i>		
<i>¹Tampa Civil Design, LLC, 17937 Hunting Bow Circle, Lutz, Florida 33558</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 25, 2024 CANCELED	Regular Meeting	10:00 AM
November 5, 2024¹	Landowners' Meeting	10:00 AM
November 22, 2024 CANCELED	Regular Meeting	10:00 AM
January 24, 2025	Public Hearing and Regular Meeting <i>Adoption of Amended and Restated Recreational Facilities Rules</i>	10:30 AM*
February 28, 2025	Regular Meeting	10:00 AM
March 28, 2025	Regular Meeting	10:00 AM
April 25, 2025	Regular Meeting	10:00 AM
May 23, 2025	Regular Meeting	10:00 AM
June 27, 2025	Regular Meeting	10:00 AM
July 25, 2025	Regular Meeting	10:00 AM
August 22, 2025	Regular Meeting	10:00 AM
September 26, 2025	Regular Meeting	10:00 AM

Exceptions

**January 24, 2025 Meeting - Delayed Start time of 10:30 AM*