

# Alafia Preserve Community Development District

12051 Corporate Boulevard, Orlando, FL 32817

Phone 407-382-3256; Fax 407-382-3254

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Following is the proposed agenda for the Regular Board of Supervisors' Meeting for the Alafia Preserve Community Development District ("District") that is scheduled to be held on **Thursday, September 28, 2017 at 10:30 a.m. at the 43700 Highway 27, Davenport, Florida 33837.**

For those unable to attend in person, you may participate by telephone:

Phone: 1-877-864-6450

Participant Code: 345750

## Organizational Matters

- Call to Order
- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the June 22, 2017 Board of Supervisors' Meeting**
- 2. **Consideration of Resolution 2017-03, Amending Resolution 2017-02 to Reschedule the Public Hearing Date Related to the Adoption of the Fiscal Year 2018 Budget**
- 3. **Consideration of Resolution 2017-04, Approving an Annual Meeting Schedule for Fiscal Year 2017-2018**

## Business Matters

- 4. **Public Hearing on the Adoption of the District's Annual Budget**
  - a. **Public Comments and Testimony**
  - b. **Board Comments**
  - c. **Consideration of Resolution 2017-05, Adopting the Fiscal Year 2018 Budget and Appropriating Funds**
- 5. **Consideration of Funding Agreement for Fiscal Year 2017-2018**
- 6. **Review of Legislative Memo from District Counsel**
- 7. **Ratification of Funding Request # 49 - 52**
- 8. **Review of District's Financial Position and Budget to Actual Year to Date**

## Other Business

- A. Staff Reports
  - 1. District Counsel
  - 2. District Manager
  - 3. District Engineer
- B. Audience Comments
- C. Supervisors Requests

## Adjournment

**ALAFIA PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

Minutes of the  
June 22, 2017  
Board of Supervisors' Meeting

**ALAFIA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**  
**BOARD OF SUPERVISORS' MEETING MINUTES**

**FIRST ORDER OF BUSINESS**

**Call to Order**

The Board of Supervisors' Meeting for the Alafia Preserve Community Development District was called to order on Thursday, June 22, 2017, at 10:35 a.m. at 43700 Highway 27, Davenport, Florida 33837. Board Members listed below constituted a quorum:

Glenn Clover	Board Member
Anne Kabourek	Board Member
Patsy Vanderveer	Board Member

Also present were:

Gerald Knight	District Counsel (via phone)
Joe MacLaren	Fishkind & Associates

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

For the record, no members of the general public were in attendance at the meeting.

**THIRD ORDER OF BUSINESS**

**Consideration of Gerald  
Tannenbaum's Resignation Letter  
and Naming a Replacement  
Supervisor**

Mr. MacLaren stated that the District Manager received a letter of resignation from Mr. Tannenbaum and the Board can accept it by motion.

On motion by Ms. Vanderveer, second by Ms. Kabourek, with all in favor, the Board of Supervisors for the Alafia Preserve Community Development District accepted Mr. Tannenbaum's Letter of Resignation.

Mr. MacLaren noted that resignation creates a vacancy on the Board.

On motion by Ms. Kabourek, second by Ms. Vanderveer, with all in favor, the Board of Supervisors for the Alafia Preserve Community Development District appointed Mr. Jay Diceglie to Seat #2.

**FOURTH ORDER OF BUSINESS**

**Consideration of Minutes of the August 23, 2016 Board of Supervisors' Meeting**

The Board Members reviewed the minutes from the August 23, 2016 Board of Supervisors' meeting.

On motion by Ms. Vanderveer, second by Ms. Kabourek, with all in favor, the Board of Supervisors for the Alafia Preserve Community Development District approved the minutes of the August 23, 2016 Board of Supervisors' Meeting, as presented.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2017-01, Setting Date, Time, and Location of Landowners' Election**

Mr. MacLaren recommended November 7, 2017 at 1:00 p.m. at this location as the date of the Landowners' Election.

On motion by Ms. Vanderveer, second by Ms. Kabourek, with all in favor, the Board of Supervisors for the Alafia Preserve Community Development District adopted Resolution 2017-01, Setting November 7, 2017 at 1:00 p.m. at 43700 Highway 27, Davenport, Florida 33837 as the Date, Time, and Location of the Landowners' Election.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2017-02, Approving a Preliminary Budget for Fiscal Year 2018 and Setting a Public Hearing Date**

Mr. MacLaren explained Resolution 2017-02 and the Board will need to approve the preliminary budget and set a public hearing date. He noted that the budget is the same amount as last year.

On motion by Ms. Kabourek, second by Mr. Clover, with all in favor, the Board of Supervisors for the Alafia Preserve Community Development District adopted Resolution 2017-02, Approving a Preliminary Budget for Fiscal Year 2018 and Setting the Public Hearing Date for September 12, 2017 at 10:30 a.m. at 43700 Highway 27, Davenport, Florida 33837.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Funding Request #39-48**

Mr. MacLaren noted that the Chair previously approved Funding Requests #39-48 and they now need to be ratified by the Board.

On motion by Ms. Vanderveer, second by Mr. Clover, with all in favor, the Board of Supervisors for the Alafia Preserve Community Development District ratified Funding Requests #39-48.

**EIGHTH ORDER OF BUSINESS**

**Review of District's Financial Position and Budget to Actual Year to Date**

Board Members reviewed the District's year to date financial statements. Mr. MacLaren noted that through the end of April, the District had \$4,500.00 in expenses vs. a budget of \$5,300.00. The District is slightly under budget. No action from the Board was required.

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**Attorney – No Report**

**Manager – No Report**

**TENTH ORDER OF BUSINESS**

**Supervisor and Audience Comments & Adjournment**

Mr. MacLaren asked if there were any Supervisor requests or audience comments. Hearing none, a motion to adjourn was suggested.

On motion by Ms. Vanderveer, second by Ms. Kabourek, with all in favor, the June 22, 2017 meeting of the Alafia Preserve Community Development District Board of Supervisors was adjourned.

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Secretary/Assistant Secretary

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Chair/Vice-Chair

**ALAFIA PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

Resolution 2017-03,  
Amending Resolution 2017-02 to Reschedule  
the Public Hearing Date Related to the Adoption  
of the Fiscal Year 2018 Budget

**RESOLUTION 2017-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ALAFIA PRESERVE COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN RE-SCHEDULING AND RE-NOTICING THE PUBLIC HEARING ON THE DISTRICT'S ADOPTION OF THE FISCAL YEAR 2017/2018 BUDGET; AMENDING RESOLUTION 2017-02 TO SET THE PUBLIC HEARING THEREON FOR SEPTEMBER 28, 2017, AT 10:30 A.M. AT 43700 HIGHWAY 27, DAVENPORT, FLORIDA 33837.**

**WHEREAS**, the Alafia Preserve Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Polk County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (the "Board") previously adopted Resolution 2017-02, which, among other things, set the date, time, and location for the public hearing to consider the adoption of the District's proposed budgets for the fiscal year beginning October 1, 2017, and ending September 30, 2018 ("Fiscal Year 2017/2018"), for September 12, 2017, and

**WHEREAS**, due to lack of quorum, the Board was unable to hold the public hearing on September 12, 2017; and

**WHEREAS**, the District Manager, at the direction of the Chairman of the Board of Supervisors, rescheduled the date of the public hearing to September 8, 2017, at 10:30 a.m. at 43700 Highway 27, Davenport, Florida 33837, and caused notice thereof to be provided pursuant to Florida law.

**WHEREAS**, due to lack of quorum, the Board was unable to hold the public hearing on September 8, 2017; and

**WHEREAS**, the District Manager, at the direction of the Chairman of the Board of Supervisors, rescheduled the date of the public hearing to September 28, 2017, at 10:30 a.m. at 43700 Highway 27, Davenport, Florida 33837, and caused notice thereof to be provided pursuant to Florida law.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ALAFIA PRESERVE COMMUNITY DISTRICT;**

**SECTION 1.** Resolution 2017-02 is hereby amended to reflect the changed date of the public hearing on the adoption of the proposed budgets for Fiscal Year 2017/2018 from September 12, 2017 to September 28, 2017 at 10:30 a.m. at 43700 Highway 27, Davenport, Florida 33837.



**SECTION 2.** The action of the District Manager in re-scheduling and re-noticing the public hearing is hereby ratified and approved.

**Adopted** this 28<sup>th</sup> day of September, 2017.

ATTEST:

**ALAFIA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ALAFIA PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

Resolution 2017-04,  
Approving an Annual Meeting Schedule  
for Fiscal Year 2017-2018

**RESOLUTION 2017-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ALAFIA PRESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Alafia Preserve Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Mulberry, Florida; and

**WHEREAS**, the District is an independent special district as defined in Chapter 189, *Florida Statutes*, and subject to certain requirements therein; and

**WHEREAS**, Section 189. 015(1), *Florida Statutes*, requires that the Board of Supervisors of the District (“Board”), file a schedule of its regular meeting dates, times, and location either quarterly, semi-annually, or annually with the local governing authority and the Florida Department of Economic Opportunity; and

**WHEREAS**, the District is required by Section 189.069(13), *Florida Statutes*, to post the regular meeting dates, times, and locations on its official website, and cause the same to be published in a newspaper of general circulation; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ALAFIA PRESERVE COMMUNITY DEVELOPMENT DISTRICT:**

**Section 1.** Regular meetings of the Board of the District shall be held as provided on the schedule attached as Exhibit “A”.

**Section 2.** In accordance with Sections 189.015 (1), and 189.069(13), *Florida Statutes*, the District’s Secretary is hereby directed to file this resolution with the City of Mulberry and Polk County, Florida, publish a notice of the regular meeting dates, times, and locations in a newspaper of general circulation, and post the same on the District’s official website.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 28TH DAY OF SEPTEMBER, 2017.**

ALAFIA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT

\_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
SECRETARY/ASSISTANT SECRETARY

**EXHIBIT "A"**  
**BOARD OF SUPERVISORS MEETING DATES**  
**ALAFIA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**  
**FOR FISCAL YEAR 2017/2018**

November 7, 2017

February 6, 2018

May 1, 2018

August 7, 2018

All meetings will convene at 10:30 a.m. on the specified dates at 43700 Highway 27, Davenport,  
FL 33837.

**ALAFIA PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

Resolution 2017-05,  
Adopting the Fiscal Year 2018 Budget  
and Appropriating Funds

**RESOLUTION 2017-05**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE ALAFIA PRESERVE DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2017, submitted to the District’s Board of Supervisors (the “Board”) a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Alafia Preserve Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

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

**WHEREAS**, the Board set September 28, 2017, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ALAFIA PRESERVE COMMUNITY DEVELOPMENT DISTRICT;**

## **Section 1. Budget**

- a. The Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The District Manager's Proposed Budget, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2017 and/or revised projections for Fiscal Year 2018.
- c. The adopted budget shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for the Alafia Preserve Community Development District for the Fiscal Year Ending September 30, 2018", as adopted by the Board of Supervisors on September 28, 2017.

## **Section 2. Appropriations**

There is hereby appropriated out of the revenues of the Alafia Preserve Community Development District, for the fiscal year beginning October 1, 2017, and ending September 30, 2018, the sum of \$9,100 to be funded per the Developer Funding Agreement for Fiscal Year 2018, executed on September 28, 2017.

## **Section 3. Supplemental Appropriations**

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 28<sup>th</sup> day of September, 2017.

ATTEST:

**BOARD OF SUPERVISORS OF THE  
ALAFIA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_



# Alafia Preserve Community Development District

12051 Corporate Boulevard, Orlando, FL 32817

407-382-3256 phone / 407-382-3254 fax

## FY 2018 Adopted O&M Budget

	Adopted Budget FY 2017	Adopted Budget FY 2018
<u>Revenues:</u>		
Developer Contributions (including accruals)	\$9,100	\$9,100
Total Revenues	<u>\$9,100</u>	<u>\$9,100</u>
<u>Expenditures:</u>		
District Management	\$1,000	\$1,000
District Engineer	\$0	\$0
District Counsel	\$3,000	\$3,000
Audit Fees	\$0	\$0
Dissemination Agent	\$0	\$0
General Liability, D&O Insurance	\$2,000	\$2,000
Travel & Per Diem	\$0	\$0
Telephone	\$0	\$0
Mailing Expenses	\$0	\$0
Printing & Binding	\$0	\$0
Legal Advertising	\$1,800	\$1,800
Dues, Licenses & Fees	\$175	\$175
Bank Fees	\$225	\$225
Website Maintenance	\$900	\$900
Miscellaneous charges	\$0	\$0
Total Expenditures	<u>\$9,100</u>	<u>\$9,100</u>

**ALAFIA PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

Funding Agreement for Fiscal Year 2017-2018

**ALAFIA PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2017/2018 FUNDING AGREEMENT**

This agreement ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between:

**ALAFIA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Mulberry, Florida (hereinafter "**District**"), and

**ALAFIA PRESERVE (MULBERRY), LLC** a Florida limited liability company and a landowner in the District (hereinafter "**Developer**").

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City Council of the City of Mulberry, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

**WHEREAS**, Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein ("**Property**"), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for the Fiscal Year 2017/2018, which year commences on October 1, 2017, and concludes on September 30, 2018; and

**WHEREAS**, this general fund budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the 2017/2018 Fiscal Year budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

**WHEREAS**, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the District's 2017/2018 Fiscal Year budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2017/2018 Budget" in the public records of Polk County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for FY 2017/2018 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. **ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for Polk County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Polk County property appraiser.

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

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

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in

this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

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

10. **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 the doubtful language will not be interpreted or construed against any party.

11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**ALAFIA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ALAFIA PRESERVE (MULBERRY),  
LLC** a Florida limited liability company

By: Alafia & Eagle Ridge (Mulberry)  
Venture, LLLP, Delaware limited liability  
limited partnership, its member/manager

By: Alafia & Eagle Ridge (Mulberry) ASLI  
V, LLLP, a Delaware limited liability limited  
partnership, its sole general partner

By: Avanti Properties Group II, L.L.L.P., a  
Delaware limited liability limited  
partnership, its sole general partner

By: Avanti Management Corporation, a  
Florida corporation, its sole general partner

\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

- EXHIBIT A:** Property Description
- EXHIBIT B:** Fiscal Year 2017/2018 General Fund Budget

EXHIBIT "A"

LEGAL DESCRIPTION OF LANDS ENCOMPASSED WITH THE  
ALAFIA PRESERVE COMMUNITY DEVELOPMENT DISTRICT



ALAFIA PRESERVE

Legal Description

PARCEL 1

That part of Section 9, Township 30 South, Range 23 East, Polk County, Florida, described as:

Begin at the Northeast corner of said Section 9, and run along the East line thereof, and along a Non-Radial line South00°12'46"West, 470.13 feet to a point on the North Right-of-Way line of State Road Number 676 - Nichols Road, said point also being a point on a curve concaved to the northwesterly having a Radius of 34,327.48 feet, a Central Angle of 01°35'56", a Chord Bearing of S65°26'20"W and a Chord Distance of 957.86 feet, thence along said curve and said North Right-of-Way line 957.89 feet, thence S69°13'36"W, still along said North Right-of-Way line, 1,312.30 feet, thence N25°38'42"W, still along said North Right-of-Way line 45.35 feet to a point on that certain Conservation Easement recorded in Official Records Book 2731, Page 840, of the Public Records of Polk County, Florida; thence along the Easterly line of said Conservation Easement the following five (5) courses: thence N01°40'12"W 174.36 feet, thence N75°44'19"W 179.94 feet, thence N04°13'25"W 339.81 feet, thence N01°05'42"E 386.91 feet, thence N33°51'36"W 397.98 feet to a point on the North line of said Section 9, thence N89°35'39"E along said North line of Section 9 a distance of 2,538.62 feet to the POINT OF BEGINNING.

PARCEL 2

That part of Sections 3 and 10 Township 30 South, Range 23 East, Polk County, Florida, as described as:

Begin at the Southwest corner of said Section 3, also being the Northwest corner of said Section 10, and run along the West line of said Section 3, North 00°16'55" West, 2876.21 feet to a point on the Southwesterly Right-of-Way line of State Road Number 60; thence along said Southwesterly Right-of-Way line the following six (6) courses: South58°25'47"East, 1107.76 feet; thence South30°57'48"West, 16.89 feet; thence South58°23'59"East, 211.00 feet to a Point of Curve to the Right; thence Southeasterly along said curve having a radius of 9084.00 feet, a Central Angle/Delta of 01°29'34", a Cord Distance of 236.67 feet, a Chord Bearing of South57°45'14"East, thence along said curve 236.68 feet; thence North33°07'26"East, 16.98 feet to a point on a curve concaved Southwesterly having a Radius of 9101.00 feet, a Central Angle/Delta of 00°10'00", a Cord Distance of 26.45 feet, a Chord Bearing of South56°15'24"East, thence along said curve 26.45 feet; thence South00°41'37"East, 1863.37 feet to a point on the Northerly Right-of-Way line of State Road Number 676 - Nichols Road, said point also being a point on a curve concaved to the Northwesterly having a Radius of 3769.71 feet, a Central Angle/Delta of 04°13'39", a Chord Distance of 278.08 feet, a Chord Bearing of South63°33'08"West, thence along said curve and Northerly Right-of-Way line 278.15

feet; thence continue along the said Northerly Right-of-Way line the following two (2) courses. thence South64°32'22"West, 1156.50 feet to a point on a curve to the left; thence Southwesterly along said curve having a Radius of 34,327.48 feet, a Central Angle/Delta of 00°07'02", a Chord Distance of 70.27 feet, a Chord Bearing of South64°28'51"West, thence along said curve 70.61 feet to a point on the West line of said Section 10; thence along said West line of Section 10, North00°13'51"East, 470.12 feet to the Point of Beginning,

PARCEL 5

That part of Section 4, Township 30 South, Range 23 East, Polk County, Florida described as follows:

Begin at the Southeast corner of said Section 4, and run along the East line thereof North00°17'39"West, 1154.64 feet; thence South89°44'06"West, 1547.27 feet; thence North00°16'24"West, 494.27 feet; thence South89°46'56"West, 495.02 feet; thence North00°19'15"West, 329.91 feet; thence South89°43'40"West, 1484.55 feet; thence North00°16'09"West, 2718.69 feet to a point on the Southerly Boundary of "SHADY HAMMOCK", according to the Plat thereof as recorded in Plat Book 86, Pages 15 and 16, of the Public Records of Polk County, Florida; thence along said Southerly boundary the following four (4) courses; South85°54'12"West, 334.16 feet; thence South73°47'00"West, 428.00 feet; thence South69°45'25"West, 490.42 feet; thence South77°53'43"West, 504.64 feet to a point on the West line of said Section 4, said point also lies on the Easterly line of that certain Conservation Easement recorded in Official Records Book 2731, Page 840, of the Public Records of Polk County, Florida; thence along said Easterly line of said Conservation Easement the following nine (9) courses; along the West line of said Section 4, South00°00'58"West, 1268.12 feet; thence South14°37'54"East, 726.34 feet; thence South25°52'26"East, 693.23 feet; thence South35°47'09"East, 921.33 feet; thence South81°17'50"East, 660.70 feet; thence North88°06'01"East, 388.44 feet; thence South37°07'07"East, 251.88 feet; thence South02°33'22"West, 95.57 feet; thence South41°50'08"East, 737.16 feet, thence South33°51'36"West 6.94 feet to a point on the South line of said Section 4; thence along said South line of Section 4, North89°35'39"East, 2538.62 feet to the Point of Beginning.

PARCEL 6

Commence at the Southeast corner of Section 4, Township 30 South, Range 23 East, Polk County, Florida, run thence North00°17'39"West along the East boundary of said Section 4 a distance of 1154.64 feet, thence South89°44'19"West, 722.33 feet to the Point of Beginning, thence South89°43'54"West, 824.94 feet, thence North00°16'24"West, 494.27 feet, thence South89°46'56"West, 495.02 feet, thence North00°19'15"West, 329.91 feet, thence South89°43'40"West, 1485.55 feet, thence North00°16'27"West, 2144.88 feet, thence North73°20'49"East, 1477.83 feet to a point on the Southwesterly Right-of-Way of State Road 60, said Point being the P.C. of a curve concave to the Northeast having a Radius of 9681.32 feet, thence Southeasterly along said curve through a Central Angle of 06°29'20", an Arc Distance of 1096.46 feet, a Chord Distance of 1095.87 feet, a Chord

Bearing of South47°18'54"East, thence South89°43'24"West leaving said Right-of-Way, 900.66 feet, thence South00°17'41"East, 6659.65 feet, thence South89°40'04"West, 330.04 feet, thence South00°18'13"East, 660.07 feet, thence North89°42'18"East, 1815.33 feet, thence South00°15'40"East, 1320.18 feet to the Point of Beginning.

PARCEL 7

Commence at the Southeast corner of Section 4, Township 30 South, Range 23 East, Polk County, Florida, run thence North00°17'39"West along the East boundary of said Section 4, 1154.64 feet to the Point of Beginning, Thence North00°16'26"West along said East Boundary 1721.57 feet to a point on the Southwesterly Right-of-Way of State Road 60, thence North58°27'10"West along said Right-of-Way 268.66 feet to the Point of Curvature of a curve to the right having a Radius of 9681.75 feet, thence Northwesterly along said curve through a Central Angle of 07°52'25", an Arc distance of 1330.40 feet, a Chord distance of 1329.36 feet, a Chord bearing of North54°31'53"West, thence South89°43'24"West leaving said Right-of-Way, 900.66 feet, thence South00°17'41"East, 659.65 feet, thence South89°40'04"West, 330.04 feet, thence South00°18'13"East, 660.07 feet, thence North89°42'18"East, 1815.33 feet, thence South00°15'40"East, 1320.18 feet, thence North89°44'19"East, 722.33 feet to the Point of Beginning.

PARCEL 8

Commence at the Southeast corner of Section 4, Township 30 South, Range 23 East, Polk County, Florida, run thence North00°17'39"West along the East boundary of said Section 4, 1154.64 feet, thence South89°44'06"West, 1547.27 feet, thence North00°16'24"West, 494.27 feet, thence South89°43'56"West, 495.02 feet, thence North00°19'15"West, 329.91 feet, thence South89°43'40"West, 1484.55 feet, thence North00°16'27"West, 2144.88 feet to the Point of Beginning. Thence continue North00°15'02"West, 573.81 feet to a point on the Southerly boundary of SHADY HAMMOCK SUBDIVISION as recorded in Plat Book 86, Pages 15 and 16 of the Public Records of Polk County, Florida, run thence North85°48'04"East along said Southerly boundary, 617.48 feet, thence continue along said Southerly boundary and its Easterly extension, South88°58'07"East, 624.54 feet to a point on the Southwesterly Right-of-Way of State Road 60, thence South44°01'30"East along said Right-of-Way, 256.26 feet, thence South73°20'49"West leaving said Right-of-Way, 1477.83 feet to the Point of Beginning.

LESS AND EXCEPT:

Cell Tower Site:

A parcel of land in Section 4, Township 30 South, Range 23 East, Polk County, Florida being more particularly described as follows:

Commencing at the Southeast corner of said Section 4, thence along the East boundary of said Section 4, North0°17'39"West, a distance of 1154.64 feet; thence

South89°44'06"West, a distance of 1547.27 feet; thence North0°16'24"West, a distance of 494.27 feet; thence South89°46'56"West, a distance of 495.02 feet; thence North0°19'15"West, a distance of 329.91 feet; thence South89°43'40"West, a distance of 1484.55 feet; thence North0°16'27"West, a distance of 2144.88 feet; thence North73°20'49"East, a distance of 1347.40 feet; thence North16°39'11"West, a distance of 2.00 feet to the POINT OF BEGINNING; thence continuing North16°39'11"West along said line, a distance of 50.00 feet; thence North73°20'49"East, a distance of 50.00 feet; thence South16°39'11"East, a distance of 50.00 feet, thence South73°20'49"West, a distance of 50.00 feet to the POINT OF BEGINNING; said described tract containing 0.05474 acre, MORE OR LESS.

# Alafia Preserve Community Development District

12051 Corporate Boulevard, Orlando, FL 32817

407-382-3256 phone / 407-382-3254 fax

## FY 2018 Adopted O&M Budget



	Adopted Budget FY 2017	Adopted Budget FY 2018
<u>Revenues:</u>		
Developer Contributions (including accruals)	\$9,100	\$9,100
Total Revenues	<u>\$9,100</u>	<u>\$9,100</u>
<u>Expenditures:</u>		
District Management	\$1,000	\$1,000
District Engineer	\$0	\$0
District Counsel	\$3,000	\$3,000
Audit Fees	\$0	\$0
Dissemination Agent	\$0	\$0
General Liability, D&O Insurance	\$2,000	\$2,000
Travel & Per Diem	\$0	\$0
Telephone	\$0	\$0
Mailing Expenses	\$0	\$0
Printing & Binding	\$0	\$0
Legal Advertising	\$1,800	\$1,800
Dues, Licenses & Fees	\$175	\$175
Bank Fees	\$225	\$225
Website Maintenance	\$900	\$900
Miscellaneous charges	\$0	\$0
Total Expenditures	<u>\$9,100</u>	<u>\$9,100</u>

**ALAFIA PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

Legislative Memo from District Counsel

## MEMORANDUM

TO: District Manager

FROM: Michael J. Pawelczyk, Esq.   
Vanessa T. Steinerts, Esq. 

DATE: August 8, 2017

RE: 2017 Legislative Session, Recently Approved Legislation

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Attached please find copies of a couple laws recently adopted by the Florida Legislature and enacted into law, and which have some applicability to special districts. These new laws are summarized below:

1. Chapter 2017-21, Laws of Florida. This act relates to public records laws and the award of attorney fees to the requesting party be assessed against an agency if a civil action is filed against the agency to enforce the provisions of Chapter 119, Florida Statutes. However, before attorney fees may be imposed against the agency, the court must find that the agency unlawfully refused to permit a public record to be inspected or copied and that the agency's custodian of public records received written notice of the public record request at least five (5) business days before the civil action was filed. The exception to the five (5) day notice requirement is if the agency does not prominently post the contact information for the agency's custodian of public records (a) in the agency's primary administrative building in which public records are routinely created, sent, received, maintained, and requested and (b) on the agency's website. It is important for each district to post the contact information for the agency's custodian of public records at the office of the district manager, the clubhouse or recreation facility (if any), and on the district website.

An exception to the award of attorney fees occurs if the court determines that the complainant requested to inspect or copy a public record or participated in the civil action for an improper purpose, including making the public record request or bringing forward the civil action primarily to cause a violation of Chapter 119, Florida Statutes, or for a frivolous purpose. In those instances, the court may award attorney fees to the agency.

This legislation became effective on May 23, 2017.

2. Chapter 2017-113, Laws of Florida. This act relates to public works projects and prohibits state and political subdivisions, including a special taxing district or water management district, that contract for public works projects from imposing certain requirements on certain contractors, subcontractors, or material suppliers or carriers. The act defines a public works project as an activity of which fifty (50%) percent or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of a specified construction activity by a political

subdivision. Except as required by State or Federal law, a political subdivision may not require, in a contract for a public works project, that a contractor pay employees a predetermined amount of wages or prescribe any wage; provide employees a specified type, amount, or rate of employee benefits; control, limit, or expand staffing; or recruit, train, or hire employees from a designated, restricted, or single source. In addition, this act prohibits restricting bidders who are qualified, licensed or certified as required by law from submitting bids on a public works project.

This new legislation became effective on July 1, 2017.

Should you have any questions regarding these newly enacted laws please do not hesitate to contact this office.



CHAPTER 2017-21

Committee Substitute for  
Committee Substitute for Senate Bill No. 80

An act relating to public records; amending s. 119.12, F.S.; revising the circumstances under which a court must assess and award the reasonable costs of enforcement against an agency in a civil action to enforce ch. 119, F.S.; specifying circumstances under which a complainant is not required to provide certain written notice of a public records request; requiring a court to determine whether a complainant requested to inspect or copy a public record or participated in a civil action for an improper purpose; prohibiting the assessment and award of the reasonable costs of enforcement to a complainant who acted with an improper purpose; requiring the court to assess and award reasonable costs against the complainant if he or she is found to have acted with an improper purpose; defining the term "improper purpose"; providing for construction and applicability; providing an effective date.

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

Section 1. Section 119.12, Florida Statutes, is amended to read:

119.12 ~~Attorney~~ Attorney's fees.—

(1) ~~If a civil action is filed against an agency to enforce the provisions of this chapter and if the court determines that such agency unlawfully refused to permit a public record to be inspected or copied, the court shall assess and award, against the agency responsible, the reasonable costs of enforcement, including reasonable attorney attorneys' fees, against the responsible agency if the court determines that:~~

(a) The agency unlawfully refused to permit a public record to be inspected or copied; and

(b) The complainant provided written notice identifying the public record request to the agency's custodian of public records at least 5 business days before filing the civil action, except as provided under subsection (2). The notice period begins on the day the written notice of the request is received by the custodian of public records, excluding Saturday, Sunday, and legal holidays, and runs until 5 business days have elapsed.

(2) The complainant is not required to provide written notice of the public record request to the agency's custodian of public records as provided in paragraph (1)(b) if the agency does not prominently post the contact information for the agency's custodian of public records in the agency's primary administrative building in which public records are routinely created, sent, received, maintained, and requested and on the agency's website, if the agency has a website.

(3) The court shall determine whether the complainant requested to inspect or copy a public record or participated in the civil action for an improper purpose. If the court determines there was an improper purpose, the court may not assess and award the reasonable costs of enforcement, including reasonable attorney fees, to the complainant, and shall assess and award against the complainant and to the agency the reasonable costs, including reasonable attorney fees, incurred by the agency in responding to the civil action. For purposes of this subsection, the term "improper purpose" means a request to inspect or copy a public record or to participate in the civil action primarily to cause a violation of this chapter or for a frivolous purpose.

(4) This section does not create a private right of action authorizing the award of monetary damages for a person who brings an action to enforce the provisions of this chapter. Payments by the responsible agency may include only the reasonable costs of enforcement, including reasonable attorney fees, directly attributable to a civil action brought to enforce the provisions of this chapter.

Section 2. This act applies only to public records requests made on or after the effective date of this act.

Section 3. This act shall take effect upon becoming a law.

Approved by the Governor May 23, 2017.

Filed in Office Secretary of State May 23, 2017.

CHAPTER 2017-113

Committee Substitute for  
Committee Substitute for House Bill No. 599

An act relating to public works projects; creating s. 255.0992, F.S.; providing definitions; prohibiting the state and political subdivisions that contract for public works projects from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers or carriers; prohibiting the state and political subdivisions from restricting qualified bidders from submitting bids; providing applicability; providing an effective date.

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

Section 1. Section 255.0992, Florida Statutes, is created to read:

255.0992 Public works projects; prohibited governmental actions.—

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

(a) "Political subdivision" means a separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction; maintenance, repair, or improvement of public works.

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

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not require that a contractor, subcontractor, or material supplier or carrier engaged in such project:

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

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

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

(3) This section does not apply to contracts executed under chapter 337.

Section 2. This act shall take effect July 1, 2017.

Approved by the Governor June 14, 2017.

Filed in Office Secretary of State June 14, 2017.

**ALAFIA PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

Funding Request # 49 - 52

Anne Kabourek  
Avanti Properties Group  
923 N. Pennsylvania Ave.  
Winter Park, FL 32789  
(407) 628-8488  
(407) 644-3115  
akabourek@avantiprop.com

Payable to:  
Alafia Preserve CDD  
6/21/2017  
Funding Request # 49

<u>Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Fiscal Year</u>	<u>Category</u>	<u>Amount</u>
1 Billing, Cochran, Lyles, Mauro & Ramsey, P.A.	142100	5/31/2017	FY 17	Legal Fees - May 2017	250.00
2 Polk County Press		6/8/2017	FY 17	Legal Ad - Notice of Meetings	134.98
<b>TOTAL</b>					<u><u>384.98</u></u>

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Secretary

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Chairman

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.  
SUNTRUST CENTER, SIXTH FLOOR  
515 EAST LAS OLAS BOULEVARD  
FORT LAUDERDALE, FLORIDA 33301  
(954) 764-7150

ALAFIA PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
FISHKIND & ASSOCIATES, INC.  
12051 CORPORATE BLVD.  
ORLANDO FL 32817

Page: 1  
05/31/2017  
Account No: 25-072110  
Statement No: 142100

Attn: JOE MacLAREN

ALAFIA PRESERVE CDD

Fees

For Current Services Rendered	250.00
Previous Balance	\$250.00
Total Current Work	250.00
Balance Due	<u>\$500.00</u>

PLEASE MAKE CHECKS PAYABLE TO  
BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.  
PLEASE RETURN ONE COPY OF THIS STATEMENT WITH YOUR PAYMENT  
IRS NO. 59-1756046

LAW OFFICES

**BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.**

ESTABLISHED 1977

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GERALD L. KNIGHT  
RICHARD T. WOULFE  
CAROL J. HEALY GLASGOW  
MICHAEL J. PAWELCZYK  
ANDREW A. RIEF  
MANUEL R. COMRAS  
SHIRLEY A. DeLUNA  
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FORT LAUDERDALE, FLORIDA 33301  
(954) 764-7150  
FAX: (954) 764-7279

CENTURION TOWER  
1601 FORUM PLACE, SUITE 400  
WEST PALM BEACH, FLORIDA 33401  
(561) 659-5970  
FAX: (561) 659-6173

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

CHRISTINE A. BROWN  
SCOTT C. COCHRAN  
RACHEL TURNER DAVANT  
BRAD J. KIMBER  
DONNA M. KRUSBE  
KELLI F. LAGO  
JEFFERY R. LAWLEY  
SHAWN B. McKAMEY  
MICHAEL L. SCHWEBEL, JR.  
GINGER E. WALD  
JOHN C. WEBBER

CLARK J. COCHRAN, JR.  
(OF COUNSEL)

STEVEN F. BILLING (1947-1998)  
HAYWARD D. GAY (1943-2007)

May 31, 2017

Mr. Joe MacLaren  
Alafia Preserve Community Development District  
Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, Florida 32817

**Re: Alafia Preserve Community Development District  
Our File: 25.07211**

Dear Joe:

We enclose our Interim Statement for legal services rendered in the above-captioned matter.

Thank you for letting us be of service to you in this matter.

Very truly yours,



DENNIS E. LYLES  
For the Firm

DEL/sa  
Enclosure



Bill

# POLK COUNTY PRESS MULBERRY PRESS

e-mail: polkcountypress@yahoo.com

1020 N. Church Ave., Mulberry, FL. 33860-2040

PHONE: 863-425-3411

LOCAL NEWS AND ADVERTISING SINCE 1909

*Fiskheid & Associates, Inc.*  
*12051 Corporate Blvd.*  
*Orlando, Fl. 32817*

DATE	SIZE	TOTAL INCHES	CHARGE	PAYMENT	CURRENT BALANCE
	<i>2 Legal Notices</i>				
	<i>Notice of Meetings</i>				
	<i>[Both Published June 7, 2017]</i>				
	<i>Donaldson Knoll Community Development District</i>				<i>269 85</i>
	<i>Alafia Preserve and Eagle Ridge Community Development Districts</i>				<i>269 95</i>
			<i>TOTAL DUE</i>		<i>539 80</i>
					<i>TOTAL</i>
	<i>Thank You For Your Legal Notice Business!</i>				
					<i>539 80</i>

A service charge of 1 1/2% per month will be added to charges not paid by the end of the second month following month of services.

PLEASE PAY THE LAST FIGURE IN THIS COLUMN

PAYMENTS MADE AFTER 25TH OF MONTH WILL APPEAR ON NEXT MONTH'S STATEMENT

The Mulberry (Fl.) Press, June 7, 2017 Page 13

Notice of Meetings

Alafia Preserve and Eagle Ridge Community Development Districts

The Board of Supervisors of the Alafia Preserve and Eagle Ridge Community Development Districts will hold their meetings for the 2017 Fiscal Year at 43700 27, Davenport, Florida 33837 at 10:30 a.m. each month as follows:

June 22, 2017

July 11, 2017

August 1, 2017

September 5, 2017

Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. A copy of the agenda for these meetings may be obtained from the District Manager's office, 12051 Corporate Center Drive, Davenport, Florida 33817 or by calling (407) 382-3256. These meetings may be held on a date, time and place to be specified on the record at the meetings. There will be no charges when one or more Board Supervisors or staff members will participate in these meetings.

Persons requiring special accommodations at these meetings because of a disability or hearing impairment should contact the District Office at (407) 382-3256 at least 48 hours prior to the meetings. If you are hearing or speech impaired, please contact the District Office by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 for assistance in contacting the District Office.

Any person who decides to appeal any action taken at these meetings is advised that a verbatim record of the proceedings and that accordingly, the person may need to have a verbatim record of the proceedings made, including the testimony and the grounds on which such appeal is to be based.

in  
manager

Pub.: The Polk County Press, June 7, 2017

AFFIDAVIT OF PUBLICATION

The Polk County Press

1020 N. Church Ave. (Hwy. 37-N)
Mulberry, Fl. 33860-2040
Phone: 1-863-425-3411

A Legal Newspaper Of General Circulation
In Polk County, Florida. Second Class
U.S. Postage Approved Newspaper

Mulberry, Polk County, Florida

Case No. ....Docket..... Page No. ....

Before the undersigned authority personally appeared.....
WILLIAM M. HISTED....., who on oath that he is
.....PUBLISHER.....of THE POLK COUNTY PRESS, a
newspaper published at Mulberry, in Polk County, Florida,
that the attached copy of advertisement, being a NOTICE OF
MEETINGS
in the matter of ALA.FIA Reserve and Eagle Ridge
Community Development Districts
in the.....Court, was published in said news-
paper in the issues of June 7, 2017.

Affiant further says that The Polk County Press is a
newspaper published at Mulberry, in said Polk County, Fl.,
and that said newspaper has hertofore been continually
published in said Polk County, Florida, each Thursday, and
has been entered as Second Class matter at the Post Office in
Mulberry, in said Polk County, Florida, for a period of one year
next preceding the first public action of the attached copy of
advertisement, and affiant further says that he has 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 said newspaper.

SIGNED, William M. Histed
William M. Histed

Sworn to and subscribed before me this 8 day of June

2017 by William Histed who is personally known

to me or who has produced FL DL as

identification. Shaye Huckes
Notary Public

My Commission Expires:



Anne Kabourek  
Avanti Properties Group  
923 N. Pennsylvania Ave.  
Winter Park, FL 32789  
(407) 628-8488  
(407) 644-3115  
[akabourek@avantiprop.com](mailto:akabourek@avantiprop.com)

Payable to:  
Alafia Preserve CDD  
7/7/2017  
Funding Request # 50

<u>Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Fiscal Year</u>	<u>Category</u>	<u>Amount</u>
1 Stahl & Associates Insurance		6/23/2017	FY 17	Renewal - Public Officials Liability	1,701.00
				<b>TOTAL</b>	<u><u>1,701.00</u></u>

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

Please rush!



3939 Tampa Road, Oldsmar, Florida 34677

**Alafia Preserve CDD**  
 10251 Corporate Blvd  
 Orlando, FL 32817

**INVOICE**

<b>CLIENT</b>	Alafia Preserve CDD
<b>DATE</b>	June 13, 2017
<b>CLIENT SERVICE</b>	Sandie Grimes Stefanie Hotung, ACII, CRIS
<b>PAGE</b>	1 of 1

PAYMENT INFORMATION	
<b>INVOICE SUMMARY</b>	\$1,701.00
<b>PAYMENT AMOUNT</b>	
<b>PAYMENT FOR: Renewal of Public Officials Liability Insurance</b>	

PLEASE CUT ON DOTTED LINE AND RETURN WITH PAYMENT

Thank You

INVOICE	EFFECTIVE	TRANSACTION	DESCRIPTION	AMOUNT
	7/25/2017	Renewal	Public Officials Liability	\$1,701.00
Please make check payable to Stahl & Associates and remit directly to our office as soon as possible before expiration.				<b>TOTAL</b>
				\$1,701.00
				Thank You

<b>Stahl &amp; Associates Insurance</b> 813.818.5300	<b>DATE</b>
	June 13, 2017

Anne Kabourek  
Avanti Properties Group  
923 N. Pennsylvania Ave.  
Winter Park, FL 32789  
(407) 628-8488  
(407) 644-3115  
akabourek@avantiprop.com

Payable to:  
Alafia Preserve CDD  
7/27/2017  
Funding Request # 51

<u>Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Fiscal Year</u>	<u>Category</u>	<u>Amount</u>
1 Fishkind & Associates, Inc	20895	7/12/2017	FY 17	DM Fee & Reimb 2017 Q4 July to October 2017	548.98
Billing, Cochran, Lyles, Mauro & 2 Ramsey, P.A.	142882	6/30/2017	FY 17	Legal Fees - June 2017	250.00
<b>TOTAL</b>					<u><u>798.98</u></u>

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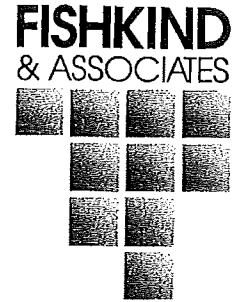
Secretary

---

Chairman



Fishkind & Associates, Inc.  
 12051 Corporate Blvd.  
 Orlando, FL 32817



# Invoice

Invoice #:	20895
7/12/2017	

Alafia Preserve DM  
 12051 Corporate Blvd  
 Orlando, FL 32817

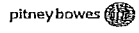
File: AlafiaPreserveDM

Services:	Amount
District Management Fee: 4th Quarter July-Oct 2017 <i>001-051-3000-2-02</i>	250.00
Website Fee <i>001-051-3000-49-11</i>	225.00
Copies	63.00
Postage <i>001-051-3000-42-01</i>	10.98

**Please include the invoice  
 number on your remittance  
 and submit to:**

**Fishkind & Associates, Inc.  
 12051 Corporate Blvd.  
 Orlando, FL 32817  
 Ph: 407-382-3256  
 Fax: 407-382-3254  
 www.fishkind.com**

Balance Due \$548.98



## Account Summary Report

Date Range: June 1, 2017 to June 30, 2017

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

Location	Meter Name	Serial Number	PhP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

### Account Summary

Account	Sub Account	Pieces	Total Charged
Alafala Preserve Cdd		3	\$10.980
	<b>Grand Total</b>		<b>\$10.980</b>



Copy Count

Account: Alafia

Amount of Copies: 420

Total \$: 63.00

Month JUNE

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.  
SUNTRUST CENTER, SIXTH FLOOR  
515 EAST LAS OLAS BOULEVARD  
FORT LAUDERDALE, FLORIDA 33301  
(954) 764-7150

ALAFIA PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
FISHKIND & ASSOCIATES, INC.  
12051 CORPORATE BLVD.  
ORLANDO FL 32817

Attn: JOE MacLAREN

ALAFIA PRESERVE CDD

Page: 1  
06/30/2017  
Account No: 25-072110  
Statement No: 142882

Fees

For Current Services Rendered	250.00
Previous Balance	\$500.00
Total Current Work	250.00

Payments

06/16/2017	PAYMENT RECEIVED - THANK YOU	-250.00
07/14/2017	PAYMENT RECEIVED - THANK YOU	-250.00
	Total Payments	-500.00
	Balance Due	<u>\$250.00</u>

PLEASE MAKE CHECKS PAYABLE TO  
BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.  
PLEASE RETURN ONE COPY OF THIS STATEMENT WITH YOUR PAYMENT  
IRS NO. 59-1756046

LAW OFFICES  
**BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.**  
ESTABLISHED 1977

DENNIS E. LYLES  
JOHN W. MAURO  
W. TUCKER CRAIG  
KENNETH W. MORGAN, JR.  
BRUCE M. RAMSEY  
SUSAN F. DELEGAL  
GERALD L. KNIGHT  
RICHARD T. WOULFE  
CAROL J. HEALY GLASGOW  
MICHAEL J. PAWELCZYK  
ANDREW A. RIEF  
MANUEL R. COMRAS  
SHIRLEY A. DeLUNA  
LOUIS REINSTEIN  
MARK A. RUTLEDGE

SUNTRUST CENTER, SIXTH FLOOR  
515 EAST LAS OLAS BOULEVARD  
FORT LAUDERDALE, FLORIDA 33301  
(954) 764-7150  
FAX: (954) 764-7279

CENTURION TOWER  
1601 FORUM PLACE, SUITE 400  
WEST PALM BEACH, FLORIDA 33401  
(561) 659-5970  
FAX: (561) 659-6173

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

CHRISTINE A. BROWN  
SCOTT C. COCHRAN  
RACHEL TURNER DAVANT  
BRAD J. KIMBER  
DONNA M. KRUSBE  
KELLI F. LAGO  
JEFFERY R. LAWLEY  
SHAWN B. McKAMEY  
MICHAEL L. SCHWEBEL, JR.  
GINGER E. WALD  
JOHN C. WEBBER

CLARK J. COCHRAN, JR.  
(OF COUNSEL)

STEVEN F. BILLING (1947-1998)  
HAYWARD D. GAY (1943-2007)

June 30, 2017

Mr. Joe MacLaren  
Alafia Preserve Community Development District  
Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, Florida 32817

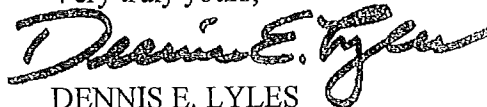
**Re: Alafia Preserve Community Development District  
Our File: 25.07211**

Dear Joe:

We enclose our Interim Statement for legal services rendered in the above-captioned matter.

Thank you for letting us be of service to you in this matter.

Very truly yours,



DENNIS E. LYLES  
For the Firm

DEL/sa  
Enclosure

Anne Kabourek  
Avanti Properties Group  
923 N. Pennsylvania Ave.  
Winter Park, FL 32789  
(407) 628-8488  
(407) 644-3115  
akabourek@avantiprop.com

Payable to:  
Alafia Preserve CDD  
8/22/2017  
Funding Request # 52

<u>Vendor</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Fiscal Year</u>	<u>Category</u>	<u>Amount</u>
1 Billing, Cochran, Lyles, Mauro & Ramsey, P.A.	143503	7/31/2017	FY 17	Legal Fees - July 2017	250.00
				TOTAL	<u>250.00</u>

---

Secretary

---

Chairman

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.  
SUNTRUST CENTER, SIXTH FLOOR  
515 EAST LAS OLAS BOULEVARD  
FORT LAUDERDALE, FLORIDA 33301  
(954) 764-7150

ALAFIA PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
FISHKIND & ASSOCIATES, INC.  
12051 CORPORATE BLVD.  
ORLANDO FL 32817

Attn: JOE MacLAREN

ALAFIA PRESERVE CDD

Page: 1  
07/31/2017  
Account No: 25-072110  
Statement No: 143503

		<u>Fees</u>	
	For Current Services Rendered		250.00
	Previous Balance		\$250.00
	Total Current Work		250.00
		<u>Payments</u>	
08/14/2017	PAYMENT RECEIVED - THANK YOU		-250.00
	Balance Due		<u>\$250.00</u>

PLEASE MAKE CHECKS PAYABLE TO  
BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.  
PLEASE RETURN ONE COPY OF THIS STATEMENT WITH YOUR PAYMENT  
IRS NO. 59-1756046

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WWW.BILLINGCOCHRAN.COM

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VANESSA T. STEINERTS  
GINGER E. WALD  
JOHN C. WEBBER

CLARK J. COCHRAN, JR., OF COUNSEL  
SUSAN F. DELEGAL, OF COUNSEL

STEVEN F. BILLING, 1947-1998  
HAYWARD D. GAY, 1943-2007

**40** YEARS  
SERVING OUR CLIENTS  
AND THE COMMUNITY

July 31, 2017

Mr. Joe MacLaren  
Alafia Preserve Community Development District  
Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, Florida 32817

**Re: Alafia Preserve Community Development District  
Our File: 25.07211**

Dear Joe:

We enclose our Interim Statement for legal services rendered in the above-captioned matter.

Thank you for letting us be of service to you in this matter.

Very truly yours,



DENNIS E. LYLES  
For the Firm

DEL/sa  
Enclosure

**ALAFIA PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

District's Financial Position

**Alafia Preserve**  
Statement of Activities  
As of 8/31/2017

**General Fund**

**Revenues**

Developer Contributions	\$7,994.69
Total Revenues	<u>\$7,994.69</u>

**Expenses**

D&O Insurance	\$1,701.08
Management	1,000.00
District Counsel	2,500.00
Postage & Shipping	14.73
Copies	63.00
Legal Advertising	134.98
Web Site Maintenance	900.00
Dues, Licenses, and Fees	175.00
Total Expenses	<u>\$6,488.79</u>

**Other Revenues (Expenses) & Gains (Losses)**

Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>
--	---------------

**Change In Net Assets** \$1,505.90

**Net Assets At Beginning Of Year** \$245.50

**Net Assets At End Of Year** \$1,751.40



**Alafia Preserve**  
Statement of Financial Position  
As of 8/31/2017

General Fund

Assets

Current Assets

General Checking Account	\$367.38
Accounts Receivable - Due from Developer	250.00
Prepaid Expenses	1,384.02
Total Current Assets	<u>\$2,001.40</u>

Total Assets \$2,001.40

Liabilities and Net Assets

Current Liabilities

Accounts Payable	\$250.00
Total Current Liabilities	<u>\$250.00</u>

Total Liabilities \$250.00

Net Assets

Net Assets - General Government	\$245.50
Current Year Net Assets - General Government	1,505.90

Total Net Assets \$1,751.40

Total Liabilities and Net Assets \$2,001.40

**Alafia Preserve**  
**Budget to Actual**  
For the period of 10/1/2016 Through 8/31/2017

	Year To Date			
	Actual	Budget	Variance	FY 17 Budget
<b><u>Revenues</u></b>				
Developer Contributions	\$7,994.69	\$8,341.67	\$(346.98)	\$9,100.00
<b>Net Revenues</b>	<b><u>\$7,994.69</u></b>	<b><u>\$8,341.67</u></b>	<b><u>\$(346.98)</u></b>	<b><u>\$9,100.00</u></b>
<b><u>General &amp; Administrative Expenses</u></b>				
Management	\$1,000.00	\$916.67	\$83.33	\$1,000.00
District Counsel	2,500.00	2,750.00	(250.00)	3,000.00
Audit	0.00	0.00	0.00	0.00
Telephone	0.00	0.00	0.00	0.00
Postage & Shipping	14.73	0.00	14.73	0.00
Copies	63.00	0.00	63.00	0.00
Legal Advertising	134.98	1,650.00	(1,515.02)	1,800.00
Bank Fees	0.00	206.25	(206.25)	225.00
Web Site Maintenance	900.00	825.00	75.00	900.00
Dues, Licenses, and Fees	175.00	160.42	14.58	175.00
D&O Insurance	1,701.08	1,833.33	(132.25)	2,000.00
<b>Total General &amp; Administrative Expenses</b>	<b><u>\$6,488.79</u></b>	<b><u>\$8,341.67</u></b>	<b><u>\$(1,852.88)</u></b>	<b><u>\$9,100.00</u></b>
<b>Total Expenses</b>	<b><u>\$6,488.79</u></b>	<b><u>\$8,341.67</u></b>	<b><u>\$(1,852.88)</u></b>	<b><u>\$9,100.00</u></b>
<b>Net Income (Loss)</b>	<b><u>\$1,505.90</u></b>	<b><u>\$0.00</u></b>	<b><u>\$1,505.90</u></b>	<b><u>\$0.00</u></b>