

**AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Advanced Meeting Package

***Regular Meeting
With Budget & Assessment Public Hearings***

***Date/Time:
Thursday
August 25, 2022
11:30 p.m.***

***Location:
Avalon Groves Amenity Center
17555 Sawgrass Bay Blvd.,
Clermont, FL 34714***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Avalon Groves Community Development District

c/o DPFG Management & Consulting LLC

250 International Parkway, Suite 208

Lake Mary, FL 32746

321-263-0132 x742

Board of Supervisors

Avalon Groves Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District is scheduled for **Monday, August 25, 2022 at 11:30 a.m. at Avalon Groves Amenity Center – 17555 Sawgrass Bay Blvd., Clermont, FL 34714.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Larry Krause

Larry Krause
District Manager

Cc: Attorney
Engineer
District Records

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Thursday, August 25, 2022

Time: 11:30 a.m.

Location: Avalon Groves Amenity Center,
17555 Sawgrass Bay Blvd,
Clermont, FL 34714

Phone Number: +1 904-348-0776

Phone Conference ID: 862 156 243#

(Mute/Unmute: *6)

Agenda

For the full agenda package, please contact sconley@vestapropertyservices.com

I. Roll Call

S1: Bill Fife

S2: Greg Meath
(Vice Chair)

S3: Brad Walker

S4: Jon Seifel

S5: Candice Smith
(Chair)

II. Audience Comments – Agenda Items

(Limited to three minutes per individual)

III. FY 2022-2023 Budget Adoption

A. Fiscal Year 2022-2023 Budget Public Hearing

1. Open the Public Hearing
2. Presentation of FY 2022-2023 Budget
3. Public Comments
4. Close the Public Hearing

[Exhibit 1](#)

B. Consideration and Adoption of **Resolution 2022-18, Adopting the Fiscal Year 2022-2023 Budget**

[Exhibit 2](#)

C. Fiscal Year 2022-2023 Assessment Public Hearing

1. Open the Public Hearing
2. Presentation of FY 2022-2023 General Fund Assessment Allocation
3. Public Comments
4. Close the Public Hearing

[Exhibit 3](#)

D. Consideration and Adoption of **Resolution 2022-19, Providing for the Collection and Enforcement of Special Assessments for Fiscal Year 2022-2023**

[Exhibit 4](#)

IV. Staff Reports

A. District Counsel

B. District Engineer

C. District Manager

1. ATV Operation on District Property
2. Monument Lighting
3. Field Inspection Report – DPF

[Exhibit 5](#)

[Exhibit 6](#)

[Exhibit 7](#)

IV. Staff Reports (Continued)

C. District Manager (Continued)

4. Waterway Inspection Report - Steadfast Environmental
 - a. Pond 42 Ongoing Treatment and Monitoring
5. Landscape Updates - Yellowstone Landscape

[Exhibit 8](#)

[Exhibit 9](#)

D. Amenity Manager

V. Business Matters

A. Ratification of Apartment Property Development Agreement

[Exhibit 10](#)

B. Consideration and Acceptance of the Future Conveyance of PR III/KMF ALTON SERENOA LP Drainage Improvements and Easement Agreement

[Exhibit 11](#)

C. Consideration of Supervisor Appointment

1. Oath of Office
2. New Supervisor Information/Form 1
3. Sunshine Law (*FL Ethics Commission Guide to be E-mailed*)

[Exhibit 12](#)

[Exhibit 13](#)

D. Consideration and Adoption of **Resolution 2022-20, Designating Officers**

[Exhibit 14](#)

E. Consideration and Adoption of **Resolution 2022-21, Designating Signatories**

[Exhibit 15](#)

F. Consideration and Adoption of **Resolution 2022-22, Designating FY 2023 Meeting Dates, Times, & Location**

[Exhibit 16](#)

G. Consideration and Approval to Grant a Temporary License to Serenoa Property Owners Association for Ingress and Egress, and for the Limited Purpose of Installing, Maintaining and Removing Holiday Decorations on District-owned Fences at Village 1 and Village 2 Entrances

[Exhibit 17](#)

H. Consideration of Fireman Toms Column Semi-Annual Pressure Washing Proposal - \$720.00

[Exhibit 18](#)

I. Discussion on Public Facilities Report

J. Discussion on RFQ District Engineer

VI. Administrative Matters

A. Consideration For Approval – The Minutes of the Board of Supervisors Regular Meeting Held June 23, 2022

[Exhibit 19](#)

B. Consideration For Acceptance - The July 2022 Unaudited Financial Report

[Exhibit 20](#)

C. Consideration and Acceptance of Special Assessment Bonds, Series 2017 Arbitrage Rebate Report for Annual Period Ended April 5, 2022 (No Cumulative Rebate Requirement)

[Exhibit 21](#)

D. Ratification of Fountain Cable Repair - \$4,022.64

[Exhibit 22](#)

VII. Audience Comments – New Business/Non-Agenda

(Limited to three minutes per individual)

VIII. Supervisors Requests

(Includes Next Meeting Agenda Items Requests)

IX. Action Items Summary

(To Be E-mailed to Supervisors and Staff)

X. Next Meeting Quorum Check

(Confirmation of Quorum for Next Meeting Scheduled for Thursday, September 22, 2022 at 11:30 a.m.)

XI. Adjournment



EXHIBIT 1



AVALON GROVES CDD
FISCAL YEAR 2022-2023 PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)

	FY 2022 ADOPTED	FY 2023 PROPOSED	VARIANCE 2022-2023
REVENUE:			
SPECIAL ASSESEMENTS	\$ 641,745	\$ 838,110	\$ 196,365
MISCELLANEOUS	-	-	-
TOTAL REVENUE:	641,745	838,110	196,365
EXPENDITURES:			
GENERAL ADMINISTRATIVE:			
SUPERVISOR COMPENSATION	2,000	12,000	10,000
DISTRICT MANAGEMENT SERVICES	32,000	32,960	960
BANK FEES	150	150	-
AUDITING	3,000	3,400	400
REGULATORY AND PERMIT FEES	175	175	-
LEGAL ADVERTISEMENTS	4,000	4,000	-
ENGINEERING SERVICES	12,000	12,000	-
LEGAL SERVICES	25,000	25,000	-
TECHNOLOGY & WEBSITE ADMIN.	2,015	2,015	-
MISCELLANEOUS (appraisal, mailing, etc.)	500	1,500	1,000
TOTAL GENERAL ADMIN.	80,840	93,200	12,360
INSURANCE:			
INSURANCE	8,339	12,000	3,661
TOTAL INSURANCE	8,339	12,000	3,661
DEBT SERVICE ADMIN. :			
DISCLOSURE REPORT	5,000	5,150	150
ARBITRAGE REBATE REPORT	1,500	1,500	-
TRUSTEE FEES	10,500	10,500	-
TOTAL DEBT SERVICE ADMIN.	17,000	17,150	150
UTILITIES:			

AVALON GROVES CDD
FISCAL YEAR 2022-2023 PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)

	FY 2022 ADOPTED	FY 2023 PROPOSED	VARIANCE 2022-2023
UTILITIES-ELECTRICITY	6,000	6,180	180
STREETLIGHTS	150,000	160,800	10,800
UTILITY WATER	30,000	40,000	10,000
TOTAL UTILITIES:	186,000	206,980	20,980
PHYSICAL ENVIRONMENT:			
LAKE & POND MAINTENANCE	42,796	52,000	9,204
LANDSCAPE MAINTENANCE	246,000	300,000	54,000
LANDSCAPE - REPLENISHMENT	15,000	15,000	-
WETLAND MITIGATION & MONITORING	32,000	37,000	5,000
FIELD MANAGEMENT	6,000	6,180	180
FIELD CONTINGENCY	2,770	28,900	26,130
HARDSCAPE REPAIRS & MAINT.	5,000	15,000	10,000
STORMWATER REPORTING	-	25,000	25,000
PORTER SERVICES	-	10,000	10,000
POND PLANTINGS AND EROSION CONTROL	-	12,000	12,000
FOUNTAIN REPAIR	-	2,700	2,700
RESERVE STUDY	-	5,000	5,000
TOTAL PHYSICAL ENVIRONMENT	349,566	508,780	159,214
TOTAL EXPENDITURES:	641,745	838,110	196,365
EXCESS OVER (UNDER) REVENUES:	-	-	-

**STATEMENT 3
AVALON GROVES CDD
FY 2023 PROPOSED CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL CONTRACT \$	COMMENTS (SCOPE OF SERVICE)
SUPERVISOR COMPENSATION		\$12,000	FLORIDA STATUTE CHAPTER 190 ALLOWS FOR SPERVISORS TO RECEIVE COMPENSATION UP TO \$200 PER MEETING. THE BUDGETED AMOUNT CONSIDERS 5 Supervisors attending 12 meetings; Increase of 500% from \$2K budgeted in FY 22.
DISTRICT MANAGEMENT SERVICES	DPFG	\$32,960	Assumes a 3% increase from \$32K budgeted in FY 22
DISTRICT ACCOUNTING SERVICES	DPFG	\$0	
BANK FEES	Bank United	\$150	
AUDITING SERVICES	DMHB	\$3,400	Audit fees per engagement letter are as follows, \$3,150 for FY 2021, \$3,250 for FY 2022 and \$3,400 for FY 2023. We will need to go out for RFP/renewal this year for next year; Represents a 13% increase over \$3k budgeted in FY 22
REGULATORY AND PERMIT FEES	State of Florida	\$175	
LEGAL ADVERTISEMENTS	Daily Commercial	\$4,000	Line item is \$227 over where it should be for 5 months
ENGINEERING SERVICES	Heidt Design - Ingterim	\$12,000	Estimated, considers engineering services required for new bond issuance. Need to acquire new firm
LEGAL SERVICES	KE Law	\$25,000	Amounts increased in anticipation of bond issuance; Line item is \$5,700 over where it should be for 5 months. Confirmed Amt.vwith Jere 5/15/22.
TECHNOLOGY & WEBSITE ADMINISTRATION	Campus Suite	\$2,015	ADA compliant website to be furnished by Campus Suite . Amount includes monthly scans of the website , the website platform itself as well as the remediation of 750 documents
MISCELLANEOUS		\$1,500	Estimated as needed
INSURANCE	EGIS	\$12,000	Represents a 13% increase over \$8,339 from FY '22...
DISCLOSURE REPORT	DPFG	\$5,150	Assumes a 3% increase from \$5K
ARBITRAGE REBATE		\$1,500	Increase in budget in anticipation of a bond issuance
TRUSTEE FEES		\$10,500	Increase in budget in anticipation of a bond issuance
UTILITIES		\$6,180	Estimated for lift stations, etc. Sumter electric averages about \$500 per month; Assumes a 3% increase from \$6K budgeted in FY 22.
STREETLIGHTS		\$160,800	Streetlights are budgeted at \$13,400 per month; this represents a 7.2% increase over FY22 budgeted amt. of \$150K based on current spending

**STATEMENT 3
AVALON GROVES CDD
FY 2023 PROPOSED CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL CONTRACT \$	COMMENTS (SCOPE OF SERVICE)
WATER		\$40,000	Estimated for irrigation related to Basswood Lane Irrigation - \$1,800 monthly, also inclusive of Tot Lot at Goldcrest Loop and Butterfly Pea Court Cul-de-sac \$225 per mo. Included additional for new areas to be added; Assumes a 3% increase over \$30K budgeted for FY 22.
LAKE & POND MAINTENANCE	Steadfast Environmental	\$52,000	Lake management service including algae, border grass, and invasive plant control for 34 stormwater ponds.
LANDSCAPE MAINTENANCE	Yellowstone	\$300,000	Currently base maintenacne is \$224,160/year. Increase of 10% from FY 22 budget of \$246,000. Still in renewal period...NEED TO CHECK CONTRACT FOR RENEWAL TIMES
LANDSCAPE REPLENISHMENT		\$15,000	Miscellaneous
WETLAND MITIGATION & MONITORING	BioTech Consulting	\$37,000	Quarterly Maintenance - \$3,000 per event, Bi-annual monitoring - \$2,400 per event. Annual Monitoring event - \$2,000 per annual report. Wetland Maintenance - Collector Road - \$2,000 quarterly. Phase 1 is \$800 quarterly.
FIELD MANAGEMENT	DPFG	\$6,180	Field Services to walk the campus for landscape maintenance review and various infrastructure improvements that need to be addressed. Assumes a 3% increase over \$6K budgeted in FY 22
FIELD CONTINGENCY		\$28,900	Additional projects not specified above; represents 943% increase over FY22 Budgeted amt. of \$2,770.
HARDSCAPE REPAIRS & MAINTENANCE		\$15,000	Estimated; Recommend increassng this line item by \$10K to cover fence cleaning/staining; represents a 200% increase
STORMWATER REPORTING	Engineer TBD	\$25,000	
PORTER SERVICES	TBD	\$10,000	Charges \$100/month per can for 3x/wk pickup at mailboxes and tot lot.
POND PLANTINGS AND EROSION CONTROL	Steadfast	\$12,000	12 ponds a year at \$1000
FOUNTAIN REPAIR	Cascade Fountains	\$2,700	\$175 per quarter for regualr maintenance plus \$2K for repairs
RESERVE STUDY		\$5,000	
Total		\$838,110	

**AVALON GROVES CDD
FISCAL YEAR 2022-2023 PROPOSED BUDGET
ASSESSMENT ALLOCATION**

ADMIN BUDGET	
NET O&M ADMIN BUDGET	\$122,350.00
COUNTY COLLECTION COSTS	\$5,319.57
EARLY PAYMENT DISCOUNT	\$5,319.57
GROSS O&M ADMIN ASSESSMENT	\$132,989.13

FIELD BUDGET	
NET O&M FIELD BUDGET	\$715,760.00
COUNTY COLLECTION COSTS	\$31,120.00
EARLY PAYMENT DISCOUNT	\$31,120.00
GROSS O&M FIELD ASSESSMENT	\$778,000.00

UNIT SIZE & PHASE	UNITS ASSESSED					
	O&M	SERIES 2017A (AA1) DEBT SERVICE	SERIES 2017A-1 (AA2) DEBT SERVICE	SERIES 2019 DEBT SERVICE	SERIES 2021 (AA1) DEBT SERVICE	SERIES 2021 (AA3) DEBT SERVICE
PALMS AT SERENOA (AA1)						
SINGLE FAMILY (PH. 1 & 2)	301	301		301		
SINGLE FAMILY (PH. 3 & 4)	276	276			276	
SERENOA VILLAGE (AA2)						
SINGLE FAMILY 40'-45'	83		83			
SINGLE FAMILY 50'	294		294			
SINGLE FAMILY 60'	102		102			
SERENOA LAKES (AA3)						
MULTI-FAMILY	300					
SINGLE FAMILY 40'	133				133	
SINGLE FAMILY 50'	115				115	
SINGLE FAMILY 60'	48				48	
EDGEMONT (AA4)						
SINGLE FAMILY	92					92
	1744	577	479	301	276	296

ALLOCATION OF ADMIN O&M ASSESSMENT				
ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL ADMIN O&M	ADMIN O&M PER LOT
1.00	301.0	20.42%	\$27,157.21	\$90.22
1.00	276.0	18.72%	\$24,901.63	\$90.22
1.00	83.0	5.63%	\$7,488.53	\$90.22
1.00	294.0	19.95%	\$26,525.65	\$90.22
1.00	102.0	6.92%	\$9,202.78	\$90.22
0.10	30.0	2.04%	\$2,706.70	\$9.02
1.00	133.0	9.02%	\$11,999.70	\$90.22
1.00	115.0	7.80%	\$10,375.68	\$90.22
1.00	48.0	3.26%	\$4,330.72	\$90.22
1.00	92.0	6.24%	\$8,300.54	\$90.22
	1474.0	100.00%	\$132,989.13	

ALLOCATION OF FIELD O&M ASSESSMENT				
ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL FIELD O&M	FIELD O&M PER LOT
1.00	301.0	22.26%	\$173,208.58	\$575.44
1.00	276.0	20.41%	\$158,822.49	\$575.44
1.00	83.0	6.14%	\$47,761.83	\$575.44
1.00	294.0	21.75%	\$169,180.47	\$575.44
1.00	102.0	7.54%	\$58,695.27	\$575.44
1.00	133.0	9.84%	\$76,534.02	\$575.44
1.00	115.0	8.51%	\$66,176.04	\$575.44
1.00	48.0	3.55%	\$27,621.30	\$575.44
	1352.0	100.00%	\$778,000.00	

UNIT SIZE & PHASE	PER UNIT ANNUAL ASSESSMENT ⁽²⁾						
	TOTAL O&M PER UNIT	SERIES 2017A (AA1) DEBT SERVICE	SERIES 2017A-1 (AA2) DEBT SERVICE	SERIES 2019 DEBT SERVICE	SERIES 2021 (AA1) DEBT SERVICE	SERIES 2021 (AA3) DEBT SERVICE	PROPOSED TOTAL PER UNIT ⁽³⁾
PALMS AT SERENOA (AA1)							
SINGLE FAMILY (PH. 1 & 2)	\$665.67	\$319.22		\$760.48			\$1,745.37
SINGLE FAMILY (PH. 3 & 4)	\$665.67	\$319.22			\$760.48		\$1,745.37
SERENOA VILLAGE (AA2)							
SINGLE FAMILY 40'-45'	\$665.67		\$1,027.41				\$1,693.08
SINGLE FAMILY 50'	\$665.67		\$1,141.57				\$1,807.24
SINGLE FAMILY 60'	\$665.67		\$1,369.88				\$2,035.55
SERENOA LAKES (AA3)							
MULTI-FAMILY	\$9.02						\$9.02
SINGLE FAMILY 40'	\$665.67				\$1,127.86		\$1,793.53
SINGLE FAMILY 50'	\$665.67				\$1,253.18		\$1,918.85
SINGLE FAMILY 60'	\$665.67				\$1,503.82		\$2,169.49
EDGEMONT (AA4)							
SINGLE FAMILY	\$90.22					\$1,520.26	\$1,610.49

FY 2022 PER LOT	VARIANCE FY22 VS FY23 PER LOT	% VARIANCE
\$1,710.59	\$34.78	2.0%
\$1,710.58	\$34.79	2.0%
\$1,658.29	\$34.79	2.1%
\$1,772.45	\$34.79	2.0%
\$2,000.76	\$34.79	1.7%
\$1,758.74	\$34.79	2.0%
\$1,884.06	\$34.79	1.8%
\$2,134.69	\$34.79	1.6%

⁽¹⁾ Reflects the total number of lots with Series 2017A (AA1), 2017A-1 (AA2), 2019, 2021 (AA1), 2021 (AA3) and 2022 debt outstanding.

⁽²⁾ Annual debt service assessments per unit adopted in connection with the Series 2017A (AA1), 2017A-1 (AA2), 2019, 2021 (AA1), 2021 (AA3) and 2022 bond issuances. Annual Debt Service Assessments includes principal, interest, County collection costs and early payment discounts.

⁽³⁾ Annual assessments that will appear on the November, 2022 Pasco County property tax bill. Amount shown includes all applicable county collection costs (2%) and early payment discounts (up to 4% if paid early).

**AVALON GROVES CDD
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)
DEBT SERVICE SCHEDULE**

	Series 2017 (AA1)	Series 2017 (AA2)	Series 2019 (AA1)	Series 2021 (AA1)	Series 2021 (AA3)	Series 2022	Total Debt Service
REVENUE							
SPECIAL ASSESSMENTS (NET MADS)	\$ 170,338	\$ 508,350	\$ 210,594	\$ 193,100	\$ 337,000	\$ 128,675	\$ 1,548,056
TOTAL REVENUE	170,338	508,350	210,594	193,100	337,000	128,675	1,548,056
EXPENDITURES							
INTEREST EXPENSE							
05/01/23	64,231	197,647	68,715	58,056	104,722	46,038	539,409
11/01/23	63,231	194,556	68,715	57,213	103,238	45,338	532,290
PRINCIPAL RETIREMENT							
05/01/23	40,000	115,000	-	75,000	125,000	35,000	390,000
11/01/23	-	-	70,000	-			
TOTAL EXPENDITURES	167,463	507,203	207,430	190,269	332,959	126,375	1,531,699
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	2,880	1,150	3,160	2,830	4,040	2,300	16,360
FUND BALANCE - ENDING	\$ 2,880	\$ 1,150	\$ 3,160	\$ 2,830	\$ 4,040	\$ 2,300	\$ 16,360

NET DEBT SERVICE	\$ 1,548,056.25
COLLECTION COST & EARLY PMT. DISCOUNT	\$ 134,613.59
GROSS DEBT SERVICE ASSESSMENTS	\$ 1,682,669.84

EXHIBIT 2



RESOLUTION 2022-18

THE ANNUAL APPROPRIATION RESOLUTION OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2022, submitted to the Board of Supervisors (“**Board**”) of the Avalon Groves Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.



- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Avalon Groves Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

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

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

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

[CONTINUED ON NEXT PAGE]



PASSED AND ADOPTED THIS 25TH DAY OF AUGUST, 2022.

ATTEST:

**AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Title: _____

By: _____

Its: _____

Exhibit A: Fiscal Year 2022/2023 Budget(s)



EXHIBIT 3



AVALON GROVES CDD
FISCAL YEAR 2022-2023 PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)

	FY 2022 ADOPTED	FY 2023 PROPOSED	VARIANCE 2022-2023
REVENUE:			
SPECIAL ASSESEMENTS	\$ 641,745	\$ 838,110	\$ 196,365
MISCELLANEOUS	-	-	-
TOTAL REVENUE:	641,745	838,110	196,365
EXPENDITURES:			
GENERAL ADMINISTRATIVE:			
SUPERVISOR COMPENSATION	2,000	12,000	10,000
DISTRICT MANAGEMENT SERVICES	32,000	32,960	960
BANK FEES	150	150	-
AUDITING	3,000	3,400	400
REGULATORY AND PERMIT FEES	175	175	-
LEGAL ADVERTISEMENTS	4,000	4,000	-
ENGINEERING SERVICES	12,000	12,000	-
LEGAL SERVICES	25,000	25,000	-
TECHNOLOGY & WEBSITE ADMIN.	2,015	2,015	-
MISCELLANEOUS (appraisal, mailing, etc.)	500	1,500	1,000
TOTAL GENERAL ADMIN.	80,840	93,200	12,360
INSURANCE:			
INSURANCE	8,339	12,000	3,661
TOTAL INSURANCE	8,339	12,000	3,661
DEBT SERVICE ADMIN. :			
DISCLOSURE REPORT	5,000	5,150	150
ARBITRAGE REBATE REPORT	1,500	1,500	-
TRUSTEE FEES	10,500	10,500	-
TOTAL DEBT SERVICE ADMIN.	17,000	17,150	150
UTILITIES:			

AVALON GROVES CDD
FISCAL YEAR 2022-2023 PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)

	FY 2022 ADOPTED	FY 2023 PROPOSED	VARIANCE 2022-2023
UTILITIES-ELECTRICITY	6,000	6,180	180
STREETLIGHTS	150,000	160,800	10,800
UTILITY WATER	30,000	40,000	10,000
TOTAL UTILITIES:	186,000	206,980	20,980
PHYSICAL ENVIRONMENT:			
LAKE & POND MAINTENANCE	42,796	52,000	9,204
LANDSCAPE MAINTENANCE	246,000	300,000	54,000
LANDSCAPE - REPLENISHMENT	15,000	15,000	-
WETLAND MITIGATION & MONITORING	32,000	37,000	5,000
FIELD MANAGEMENT	6,000	6,180	180
FIELD CONTINGENCY	2,770	28,900	26,130
HARDSCAPE REPAIRS & MAINT.	5,000	15,000	10,000
STORMWATER REPORTING	-	25,000	25,000
PORTER SERVICES	-	10,000	10,000
POND PLANTINGS AND EROSION CONTROL	-	12,000	12,000
FOUNTAIN REPAIR	-	2,700	2,700
RESERVE STUDY	-	5,000	5,000
TOTAL PHYSICAL ENVIRONMENT	349,566	508,780	159,214
TOTAL EXPENDITURES:	641,745	838,110	196,365
EXCESS OVER (UNDER) REVENUES:	-	-	-

**STATEMENT 3
AVALON GROVES CDD
FY 2023 PROPOSED CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL CONTRACT \$	COMMENTS (SCOPE OF SERVICE)
SUPERVISOR COMPENSATION		\$12,000	FLORIDA STATUTE CHAPTER 190 ALLOWS FOR SPERVISORS TO RECEIVE COMPENSATION UP TO \$200 PER MEETING. THE BUDGETED AMOUNT CONSIDERS 5 Supervisors attending 12 meetings; Increase of 500% from \$2K budgeted in FY 22.
DISTRICT MANAGEMENT SERVICES	DPFG	\$32,960	Assumes a 3% increase from \$32K budgeted in FY 22
DISTRICT ACCOUNTING SERVICES	DPFG	\$0	
BANK FEES	Bank United	\$150	
AUDITING SERVICES	DMHB	\$3,400	Audit fees per engagement letter are as follows, \$3,150 for FY 2021, \$3,250 for FY 2022 and \$3,400 for FY 2023. We will need to go out for RFP/renewal this year for next year; Represents a 13% increase over \$3k budgeted in FY 22
REGULATORY AND PERMIT FEES	State of Florida	\$175	
LEGAL ADVERTISEMENTS	Daily Commercial	\$4,000	Line item is \$227 over where it should be for 5 months
ENGINEERING SERVICES	Heidt Design - Ingterim	\$12,000	Estimated, considers engineering services required for new bond issuance. Need to acquire new firm
LEGAL SERVICES	KE Law	\$25,000	Amounts increased in anticipation of bond issuance; Line item is \$5,700 over where it should be for 5 months. Confirmed Amt.vwith Jere 5/15/22.
TECHNOLOGY & WEBSITE ADMINISTRATION	Campus Suite	\$2,015	ADA compliant website to be furnished by Campus Suite . Amount includes monthly scans of the website , the website platform itself as well as the remediation of 750 documents
MISCELLANEOUS		\$1,500	Estimated as needed
INSURANCE	EGIS	\$12,000	Represents a 13% increase over \$8,339 from FY '22...
DISCLOSURE REPORT	DPFG	\$5,150	Assumes a 3% increase from \$5K
ARBITRAGE REBATE		\$1,500	Increase in budget in anticipation of a bond issuance
TRUSTEE FEES		\$10,500	Increase in budget in anticipation of a bond issuance
UTILITIES		\$6,180	Estimated for lift stations, etc. Sumter electric averages about \$500 per month; Assumes a 3% increase from \$6K budgeted in FY 22.
STREETLIGHTS		\$160,800	Streetlights are budgeted at \$13,400 per month; this represents a 7.2% increase over FY22 budgeted amt. of \$150K based on current spending

**STATEMENT 3
AVALON GROVES CDD
FY 2023 PROPOSED CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL CONTRACT \$	COMMENTS (SCOPE OF SERVICE)
WATER		\$40,000	Estimated for irrigation related to Basswood Lane Irrigation - \$1,800 monthly, also inclusive of Tot Lot at Goldcrest Loop and Butterfly Pea Court Cul-de-sac \$225 per mo. Included additional for new areas to be added; Assumes a 3% increase over \$30K budgeted for FY 22.
LAKE & POND MAINTENANCE	Steadfast Environmental	\$52,000	Lake management service including algae, border grass, and invasive plant control for 34 stormwater ponds.
LANDSCAPE MAINTENANCE	Yellowstone	\$300,000	Currently base maintenacne is \$224,160/year. Increase of 10% from FY 22 budget of \$246,000. Still in renewal period...NEED TO CHECK CONTRACT FOR RENEWAL TIMES
LANDSCAPE REPLENISHMENT		\$15,000	Miscellaneous
WETLAND MITIGATION & MONITORING	BioTech Consulting	\$37,000	Quarterly Maintenance - \$3,000 per event, Bi-annual monitoring - \$2,400 per event. Annual Monitoring event - \$2,000 per annual report. Wetland Maintenance - Collector Road - \$2,000 quarterly. Phase 1 is \$800 quarterly.
FIELD MANAGEMENT	DPFG	\$6,180	Field Services to walk the campus for landscape maintenance review and various infrastructure improvements that need to be addressed. Assumes a 3% increase over \$6K budgeted in FY 22
FIELD CONTINGENCY		\$28,900	Additional projects not specified above; represents 943% increase over FY22 Budgeted amt. of \$2,770.
HARDSCAPE REPAIRS & MAINTENANCE		\$15,000	Estimated; Recommend increassng this line item by \$10K to cover fence cleaning/staining; represents a 200% increase
STORMWATER REPORTING	Engineer TBD	\$25,000	
PORTER SERVICES	TBD	\$10,000	Charges \$100/month per can for 3x/wk pickup at mailboxes and tot lot.
POND PLANTINGS AND EROSION CONTROL	Steadfast	\$12,000	12 ponds a year at \$1000
FOUNTAIN REPAIR	Cascade Fountains	\$2,700	\$175 per quarter for regualr maintenance plus \$2K for repairs
RESERVE STUDY		\$5,000	
Total		\$838,110	



**AVALON GROVES CDD
FISCAL YEAR 2022-2023 PROPOSED BUDGET
ASSESSMENT ALLOCATION**

ADMIN BUDGET	
NET O&M ADMIN BUDGET	\$122,350.00
COUNTY COLLECTION COSTS	\$5,319.57
EARLY PAYMENT DISCOUNT	\$5,319.57
GROSS O&M ADMIN ASSESSMENT	\$132,989.13

FIELD BUDGET	
NET O&M FIELD BUDGET	\$715,760.00
COUNTY COLLECTION COSTS	\$31,120.00
EARLY PAYMENT DISCOUNT	\$31,120.00
GROSS O&M FIELD ASSESSMENT	\$778,000.00

UNIT SIZE & PHASE	UNITS ASSESSED					
	O&M	SERIES 2017A (AA1) DEBT SERVICE	SERIES 2017A-1 (AA2) DEBT SERVICE	SERIES 2019 DEBT SERVICE	SERIES 2021 (AA1) DEBT SERVICE	SERIES 2021 (AA3) DEBT SERVICE
PALMS AT SERENOA (AA1)						
SINGLE FAMILY (PH. 1 & 2)	301	301		301		
SINGLE FAMILY (PH. 3 & 4)	276	276			276	
SERENOA VILLAGE (AA2)						
SINGLE FAMILY 40'-45'	83		83			
SINGLE FAMILY 50'	294		294			
SINGLE FAMILY 60'	102		102			
SERENOA LAKES (AA3)						
MULTI-FAMILY	300					
SINGLE FAMILY 40'	133					133
SINGLE FAMILY 50'	115					115
SINGLE FAMILY 60'	48					48
EDGEMONT (AA4)						
SINGLE FAMILY	92					92
	1744	577	479	301	276	296

ALLOCATION OF ADMIN O&M ASSESSMENT				
ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL ADMIN O&M	ADMIN O&M PER LOT
1.00	301.0	20.42%	\$27,157.21	\$90.22
1.00	276.0	18.72%	\$24,901.63	\$90.22
1.00	83.0	5.63%	\$7,488.53	\$90.22
1.00	294.0	19.95%	\$26,525.65	\$90.22
1.00	102.0	6.92%	\$9,202.78	\$90.22
0.10	30.0	2.04%	\$2,706.70	\$9.02
1.00	133.0	9.02%	\$11,999.70	\$90.22
1.00	115.0	7.80%	\$10,375.68	\$90.22
1.00	48.0	3.26%	\$4,330.72	\$90.22
1.00	92.0	6.24%	\$8,300.54	\$90.22
	1474.0	100.00%	\$132,989.13	

ALLOCATION OF FIELD O&M ASSESSMENT				
ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL FIELD O&M	FIELD O&M PER LOT
1.00	301.0	22.26%	\$173,208.58	\$575.44
1.00	276.0	20.41%	\$158,822.49	\$575.44
1.00	83.0	6.14%	\$47,761.83	\$575.44
1.00	294.0	21.75%	\$169,180.47	\$575.44
1.00	102.0	7.54%	\$58,695.27	\$575.44
1.00	133.0	9.84%	\$76,534.02	\$575.44
1.00	115.0	8.51%	\$66,176.04	\$575.44
1.00	48.0	3.55%	\$27,621.30	\$575.44
	1352.0	100.00%	\$778,000.00	

UNIT SIZE & PHASE	PER UNIT ANNUAL ASSESSMENT ⁽²⁾						
	TOTAL O&M PER UNIT	SERIES 2017A (AA1) DEBT SERVICE	SERIES 2017A-1 (AA2) DEBT SERVICE	SERIES 2019 DEBT SERVICE	SERIES 2021 (AA1) DEBT SERVICE	SERIES 2021 (AA3) DEBT SERVICE	PROPOSED TOTAL PER UNIT ⁽³⁾
PALMS AT SERENOA (AA1)							
SINGLE FAMILY (PH. 1 & 2)	\$665.67	\$319.22		\$760.48			\$1,745.37
SINGLE FAMILY (PH. 3 & 4)	\$665.67	\$319.22			\$760.48		\$1,745.37
SERENOA VILLAGE (AA2)							
SINGLE FAMILY 40'-45'	\$665.67		\$1,027.41				\$1,693.08
SINGLE FAMILY 50'	\$665.67		\$1,141.57				\$1,807.24
SINGLE FAMILY 60'	\$665.67		\$1,369.88				\$2,035.55
SERENOA LAKES (AA3)							
MULTI-FAMILY	\$9.02						\$9.02
SINGLE FAMILY 40'	\$665.67					\$1,127.86	\$1,793.53
SINGLE FAMILY 50'	\$665.67					\$1,253.18	\$1,918.85
SINGLE FAMILY 60'	\$665.67					\$1,503.82	\$2,169.49
EDGEMONT (AA4)							
SINGLE FAMILY	\$90.22					\$1,520.26	\$1,610.49

FY 2022 PER LOT	VARIANCE FY22 VS FY23 PER LOT	% VARIANCE
\$1,710.59	\$34.78	2.0%
\$1,710.58	\$34.79	2.0%
\$1,658.29	\$34.79	2.1%
\$1,772.45	\$34.79	2.0%
\$2,000.76	\$34.79	1.7%
\$1,758.74	\$34.79	2.0%
\$1,884.06	\$34.79	1.8%
\$2,134.69	\$34.79	1.6%

⁽¹⁾ Reflects the total number of lots with Series 2017A (AA1), 2017A-1 (AA2), 2019, 2021 (AA1), 2021 (AA3) and 2022 debt outstanding.

⁽²⁾ Annual debt service assessments per unit adopted in connection with the Series 2017A (AA1), 2017A-1 (AA2), 2019, 2021 (AA1), 2021 (AA3) and 2022 bond issuances. Annual Debt Service Assessments includes principal, interest, County collection costs and early payment discounts.

⁽³⁾ Annual assessments that will appear on the November, 2022 Pasco County property tax bill. Amount shown includes all applicable county collection costs (2%) and early payment discounts (up to 4% if paid early).

**AVALON GROVES CDD
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)
DEBT SERVICE SCHEDULE**

	Series 2017 (AA1)	Series 2017 (AA2)	Series 2019 (AA1)	Series 2021 (AA1)	Series 2021 (AA3)	Series 2022	Total Debt Service
REVENUE							
SPECIAL ASSESSMENTS (NET MADS)	\$ 170,338	\$ 508,350	\$ 210,594	\$ 193,100	\$ 337,000	\$ 128,675	\$ 1,548,056
TOTAL REVENUE	170,338	508,350	210,594	193,100	337,000	128,675	1,548,056
EXPENDITURES							
INTEREST EXPENSE							
05/01/23	64,231	197,647	68,715	58,056	104,722	46,038	539,409
11/01/23	63,231	194,556	68,715	57,213	103,238	45,338	532,290
PRINCIPAL RETIREMENT							
05/01/23	40,000	115,000	-	75,000	125,000	35,000	390,000
11/01/23	-	-	70,000	-			
TOTAL EXPENDITURES	167,463	507,203	207,430	190,269	332,959	126,375	1,531,699
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	2,880	1,150	3,160	2,830	4,040	2,300	16,360
FUND BALANCE - ENDING	\$ 2,880	\$ 1,150	\$ 3,160	\$ 2,830	\$ 4,040	\$ 2,300	\$ 16,360

NET DEBT SERVICE	\$ 1,548,056.25
COLLECTION COST & EARLY PMT. DISCOUNT	\$ 134,613.59
GROSS DEBT SERVICE ASSESSMENTS	\$ 1,682,669.84

EXHIBIT 4



RESOLUTION 2022-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Avalon Groves Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

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

WHEREAS, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"), attached hereto as **Exhibit A**; and

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

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

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

1. OPERATIONS AND MAINTENANCE ASSESSMENTS.

- a. Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.
- b. Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for



operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

- c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

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

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

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

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

[CONTINUED ON NEXT PAGE]



PASSED AND ADOPTED this 25th day of August 2022.

ATTEST:

**AVALON GROVES COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll



EXHIBIT 5



Avalon Groves Community Development District

c/o DPF Management and Consulting, LLC | 250 International Parkway, Suite 208 | Lake Mary, Florida 32746

August 18, 2022

Via Certified Mail

Jeremiah Stanner
17252 Goldcrest Loop
Clermont, Florida 34714

***Re: Avalon Groves Community Development District
 ATV Operation on District Property***

Dear Mr. Stanner:

I am writing on behalf of the Avalon Groves Community Development District (the “District”). The District has been made aware that you or others residing in your home have recently been observed operating All-Terrain Vehicles (“ATV”) on District owned property, resulting in damage to the District’s property. Please be aware that such use of the District’s property is unauthorized and strictly prohibited.

This letter shall serve as formal notice that should you continue to operate ATVs on District-owned property, the District will take all actions available under law to address the matter. Thank you in advance for your cooperation and please contact me with any questions.

Sincerely,

Larry Krause
District Manager

cc: Candice Smith, Board of Supervisors, Chairperson
 Meredith W. Hammock, District Counsel



EXHIBIT 6



Shirley M. Conley

From: Vance, Mackenzie <mvance@ameresco.com>
Sent: Monday, July 25, 2022 2:00 PM
To: Larry Krause
Cc: Shirley M. Conley
Subject: RE: Avalon Groves CDD - Solar Lights

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Larry,

I have narrowed down the parts list for the lighting systems.

I have also done calculations to make sure this system is properly sized to have 0% loss of power during the specified programmed time, based on the locations of the installations.

1 EA SOL-SPM055P-N 55 WATT SOLAR PANEL
1 EA 15' 10 AWG array assembly ½" NMLT conduit with connectors
1 EA 15' 12 AWG load assembly ½" NMLT conduit with connectors
1 EA 8A22NF-DEKA
1 EA Pole mount for 50W panel, for 2" pole
1 EA Lighting controller assembly, programmed DUSK to DAWN
1 EA VL-ECAB-BB-1 (NON-UL, if UL Listing is needed please notify me)
1 EA 5W LED 12VDC, Swivel knuckle mount
1 EA 1-GANG, 3-holes, ½" weatherproof box w/ cover
4 EA 2" u-bolts w/ saddle

Price for above described system \$1335.00

For an order of 12 EA I can give a break on price to \$1250.00 EA for TTL of \$15,000.00 (doesn't include TAX or S&H)

With the pricing I am finding for the 2" pole, you may be better off locally sourcing or having the system installers provide them for you.

I plan to reach out by phone sometime today to follow up. If I have not yet and you have questions, don't hesitate to reach out.

480 760-2577

Best regards,
Mac

Mackenzie Vance
Account Executive

Ameresco Inc
120 East Corporate Place
Chandler, AZ 85225

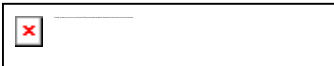


EXHIBIT 7





AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

AUGUST 2022 FIELD INSPECTION REPORT

Community Inspected 8/17/2022

L. Krause, District Manager

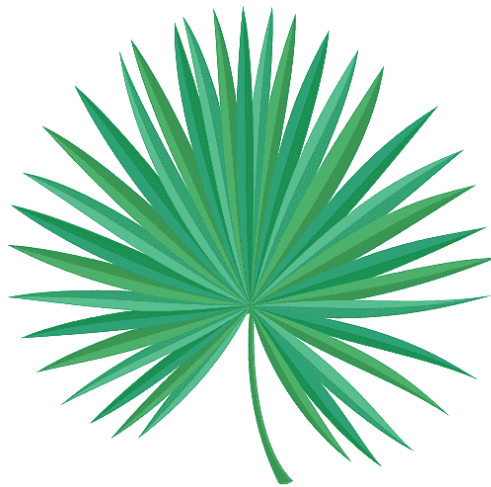


TABLE OF CONTENTS

- Maintenance Map
- Sawgrass Bay Blvd
 - Village 1 Entrances (Goldcrest Loop)
 - Butterfly Pea Court Island
 - Playground/Tot Lot and Surrounding Landscape
- Ponds & Fountain



Journal of Management Inquiry 25(4) 391-407 © The Author(s) 2016. Reprints and permissions: [DOI: 10.1177/1056492616665211](http://sagepub.com/journalsPermissions.nav) <http://jmi.sagepub.com>



Village 1



Village 1 (Goldcrest Loop) entrance monuments & fencing need work / cleaning / painting.



Surrounding landscape is responding favorably to summer rains...

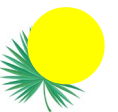


Butterfly Pea Island looks vibrant and healthy.



Village 1

Playground/tot lot and surrounding landscape



Village 1



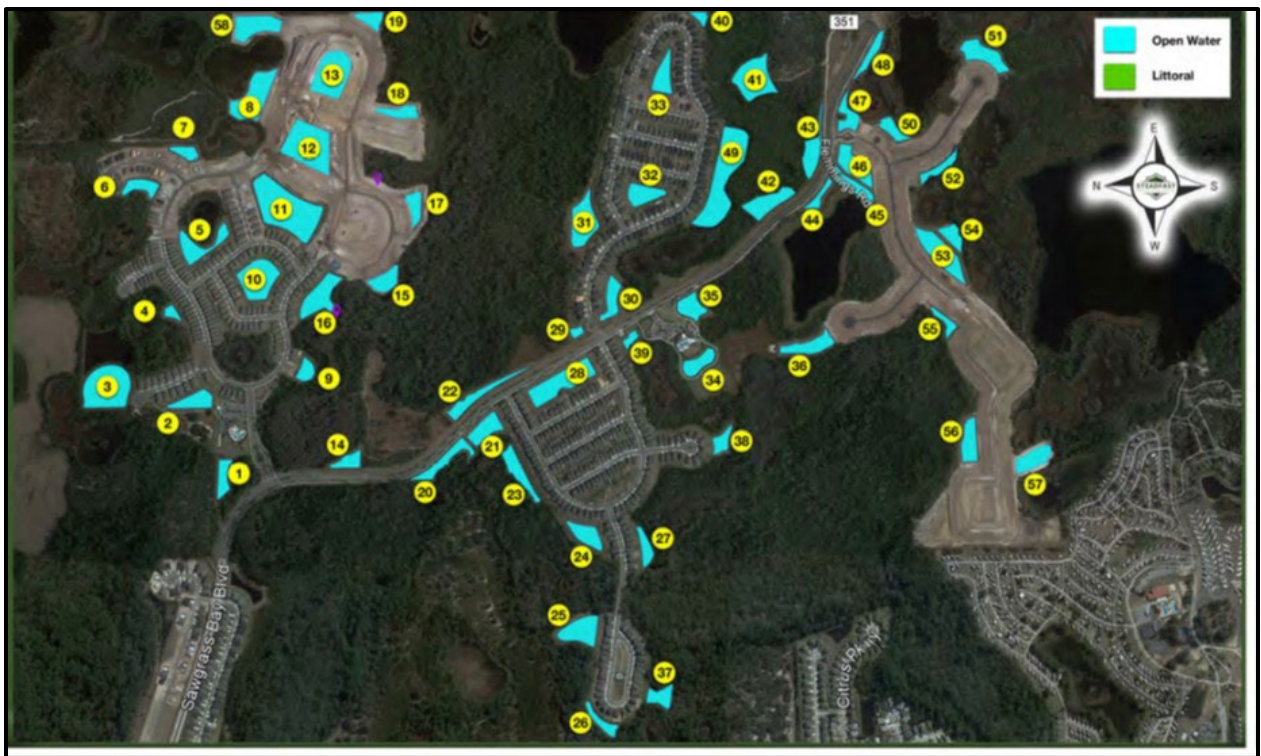
Color Wheel and Water Fountain were repaired last month...and weed barrier was also trimmed.

New Telescope was installed last week...



Ponds & Fountain

Ponds, surrounding landscape and fountain in pond 28



Fountain in Pond 28 is operational as of August 17, 2022 – has new motor and cabling.

Pond 42 still struggles with duck weed...



EXHIBIT 8





Avalon Groves CDD Aquatics

Inspection Date:

8/11/2022 2:56 PM

Prepared by:

Joe Hamilton

STEADFAST OFFICE:
WWW.STEADFASTENV.COM
813-836-7940



Inspection Report

SITE: 39

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Minor grass growth around the pond edges, otherwise well maintained. Routine maintenance to continue during future visits.

<u>WATER:</u>	☒ Clear	☐ Turbid	☐ Tannic	
<u>ALGAE:</u>	☒ N/A	☐ Subsurface Filamentous	☐ Surface Filamentous	
		☐ Planktonic	☐ Cyanobacteria	
<u>GRASSES:</u>	☐ N/A	☒ Minimal	☐ Moderate	☐ Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	☒ Torpedo Grass	☐ Pennywort	☐ Babytears	☐ Chara
	☐ Hydrilla	☐ Slender Spikerush	☐ Other:	

SITE: 28

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Minor grass growth around the pond edges, otherwise well maintained. Routine maintenance to continue during future visits.

<u>WATER:</u>	☒ Clear	☐ Turbid	☐ Tannic	
<u>ALGAE:</u>	☒ N/A	☐ Subsurface Filamentous	☐ Surface Filamentous	
		☐ Planktonic	☐ Cyanobacteria	
<u>GRASSES:</u>	☐ N/A	☒ Minimal	☐ Moderate	☐ Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	☒ Torpedo Grass	☐ Pennywort	☐ Babytears	☐ Chara
	☐ Hydrilla	☐ Slender Spikerush	☐ Other:	

Inspection Report

SITE: 21

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Minor grass growth around the pond edges, otherwise well maintained. Routine maintenance to continue during future visits.

<u>WATER:</u>	☒ Clear	☐ Turbid	☐ Tannic	
<u>ALGAE:</u>	☒ N/A	☐ Subsurface Filamentous	☐ Surface Filamentous	
		☐ Planktonic	☐ Cyanobacteria	
<u>GRASSES:</u>	☐ N/A	☒ Minimal	☐ Moderate	☐ Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
☒ Torpedo Grass	☐ Pennywort	☐ Babytears	☐ Chara	
☐ Hydrilla	☐ Slender Spikerush	☐ Other:		

SITE: 20

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Minor grass growth around the pond edges, otherwise well maintained. Routine maintenance to continue during future visits.

<u>WATER:</u>	☒ Clear	☐ Turbid	☐ Tannic	
<u>ALGAE:</u>	☒ N/A	☐ Subsurface Filamentous	☐ Surface Filamentous	
		☐ Planktonic	☐ Cyanobacteria	
<u>GRASSES:</u>	☐ N/A	☒ Minimal	☐ Moderate	☐ Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
☒ Torpedo Grass	☐ Pennywort	☐ Babytears	☐ Chara	
☐ Hydrilla	☐ Slender Spikerush	☐ Other:		

Inspection Report

SITE: 4

Condition: Excellent Great ✓Good Poor Mixed Condition Improving



Comments:

Spatterdock growth is being controlled in order to keep the vegetation at a 30% or less growth density. Should the Board/Community desire less coverage, SE will be more than happy to reduce the Spatterdock further.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	Minimal	☒ Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	☒ Other: Spatterdock

SITE: 7

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Minor grass growth around the pond edges, otherwise well maintained. Routine maintenance to continue during future visits.

<u>WATER:</u>	☒ Clear	Turbid	Tannic
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	☒ Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	☒ Torpedo Grass	Pennywort	Babytears
	Hydrilla	Slender Spikerush	Other:

Inspection Report

SITE: 58

Condition: Excellent Great Good Poor Mixed Condition ☒ Improving



Comments:

Cattails growth has been successfully targeted and will continue to be treated during future maintenance visits. With the help from rainfall, the cattails will decompose naturally.

<u>WATER:</u>	☒ Clear	Turbid	Tannic	
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	Minimal	☒ Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	☒ Other: Cattails	

SITE: 13

Condition: Excellent ☒ Great Good Poor Mixed Condition Improving



Comments:

Minor grass growth around the pond edges, otherwise well maintained. Routine maintenance to continue during future visits.

<u>WATER:</u>	☒ Clear	Turbid	Tannic	
<u>ALGAE:</u>	☒ N/A	Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	☒ Minimal	Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	☒ Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	

Inspection Report

SITE: 18

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Minor grass growth around the pond edges, otherwise well maintained. Routine maintenance to continue during future visits.

<u>WATER:</u>	☒ Clear	☐ Turbid	☐ Tannic
<u>ALGAE:</u>	☒ N/A	☐ Subsurface Filamentous	☐ Surface Filamentous
		☐ Planktonic	☐ Cyanobacteria
<u>GRASSES:</u>	☐ N/A	☒ Minimal	☐ Moderate
			☐ Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
☒ Torpedo Grass	☐ Pennywort	☐ Babytears	☐ Chara
☐ Hydrilla	☐ Slender Spikerush	☐ Other:	

SITE: 6

Condition: Excellent Great ✓Good Poor Mixed Condition Improving



Comments:

Very minimal Spatterdock growth observed. Minimal shoreline filamentous algae is completely normal for this time of year. Technicians will target the growth during future visits and we anticipate visual results within 7-10 days of the treatment date.

<u>WATER:</u>	☒ Clear	☐ Turbid	☐ Tannic
<u>ALGAE:</u>	☐ N/A	☐ Subsurface Filamentous	☒ Surface Filamentous
		☐ Planktonic	☐ Cyanobacteria
<u>GRASSES:</u>	☐ N/A	☒ Minimal	☐ Moderate
			☐ Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
☐ Torpedo Grass	☐ Pennywort	☐ Babytears	☐ Chara
☐ Hydrilla	☐ Slender Spikerush	☒ Other: Spatterdock	

MANAGEMENT SUMMARY



All ponds included in the August waterway inspection report were observed to be in overall good condition. Very minimal algal activity was present which is a great sign of pond health. Spatterdock (similar to a water lily) seems to be the main offender. As stated, we are keeping the Spatterdock populations at bay or controlled to a certain percentage within the pond.

Torpedograss and Cattails are another area of concentration for technicians during the maintenance events. Both species are currently showing successful signs of treatment as almost all observed growth within this report is well into the decomposition stage. Further treatment will continue to ensure we preserve these efforts moving forward.

RECOMMENDATIONS

- Continue to monitor and treat Cattails
- Reduce, maintain and control Spatterdock growth.



MAINTENANCE AREA



Avalon Groves CDD
Sawgrass Bay Boulevard, Clermont

Gate Code:



EXHIBIT 9





Printed: Aug 17, 2022
30435 Commerce Drive Unit 102, San Antonio, FL 33576
Fax: 813-501-1432
Phone: 844-347-0702

Daily Logs List

Jun 16, 2022

Job: SE1032 Avalon Groves CDD

Added By: David Smeltz

Log Notes:

Treated pond # 34,35,39,30,29,28,22,14,2,3,4,6,7,8,58,19,18,17,15,10,11,9

12,16,31,42,43,48,47-Grasses,Algae,spikerush

(Also checked fountain on pond 28 flipped breakers and reset motor still not working)

Round up-192oz

Tribune-128oz

Captain-128oz

Hydrothal-128oz

Cidekick-124oz

Habitat-60oz

Weather Conditions:

Hazy

Thu, Jun 16, 2022, 12:51 PM



93° F

73° F

Wind: 7 mph

Humidity: 97%

Total Precip: 0"

Attachments: 6



EXHIBIT 10



This instrument was prepared by:

KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

**CDD DEVELOPMENT AGREEMENT
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
(APARTMENT PROPERTY)**

THIS CDD DEVELOPMENT AGREEMENT – AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT (APARTMENT PROPERTY) (“Agreement”) is made and entered into, by and among the following parties, and to be effective upon full execution of this Agreement:

Avalon Groves Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lake County, Florida, and whose mailing address is c/o DPFPG, 250 International Parkway, Suite 280, Lake Mary, Florida 32746 (“**District**”); and

PR III/KMF ALTON SERENOA LP, a Delaware limited partnership, with an address of 105 NE 1st Street, Delray Beach, FL 33444 (“**Landowner**”); and

Is acknowledged and agreed to by:

VK Avalon Groves LLC, a Delaware limited liability company, with an address of 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 (“**VK Avalon**”).

RECITALS

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

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including earthwork, water, sewer, reuse and drainage systems, roadway improvements, recreation improvements, wetland mitigation, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

WHEREAS, with the exception of the Apartment Property (referenced below), the lands within the boundaries of the District have been developed into a residential community, with multiple sub-communities (together, “**Avalon Groves Development**”); and

WHEREAS, the District was established to provide the public infrastructure improvements necessary to support the Avalon Groves Development; and

WHEREAS, the District has previously financed the planning, design, acquisition, construction,



and installation of certain infrastructure improvements, facilities, and services for the Avalon Groves Development and known as the “**Capital Improvement Plan**,” or “**CIP**,” and

WHEREAS, as part of the CIP, the District owns and operates the stormwater system serving the Avalon Groves Development; and

WHEREAS, to fund the CIP, the District previously issued multiple series of special assessment bonds (together, “**Bonds**”), and secured those Bonds with the levy of debt service special assessments (“**Debt Assessments**”) for each sub-community, or assessment area; and

WHEREAS, the Landowner presently owns certain lands (“**Apartment Property**”) within the District as described in **Exhibit A**, which lands are intended to be developed into a multi-family, residential development; and

WHEREAS, in connection with the development of the Apartment Property, the Landowner seeks certain assurances regarding the existing Debt Assessments, and any corresponding operations and maintenance assessments, as such assessments may relate to the Apartment Property, and the District is agreeable to providing such assurances as set forth 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 District, the Landowner and VK Avalon agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. CAPITAL IMPROVEMENT PLAN; DEBT ASSESSMENTS. The District and the Landowner agree that the District has already issued all of the bonds that the District intends to issue in connection with the installation of the District’s original CIP. The parties further agree and acknowledge that any benefit from the original CIP to the Apartment Property is offset by the limited benefit that the Apartment Property receives from the original CIP, VK Avalon’s contribution of infrastructure to the District in lieu of Debt Assessments on the Apartment Property, and the fact that the Landowner, or its successors in interest, will develop at its own cost, and without any cost to the District, any public infrastructure improvements required on the Apartment Property. VK Avalon expressly acknowledges and agrees that its contributions may be credited to offset any Debt Assessments that would otherwise be attributable to the Apartment Property and further agrees to convey (or cause to be conveyed) to the District – and at no cost to the District – any stormwater improvements within the “Easement Area,” which is described in **Exhibit B**. As such, the District and the Landowner agree that no existing Debt Assessments for the original CIP will be allocated to the Apartment Property.

3. OPERATIONS AND MAINTENANCE ASSESSMENTS. The District and the Landowner acknowledge and agree that the Apartment Property will be subject to annual operations and maintenance assessments (“**O&M Assessment**”) as part of the District’s annual budget process. In connection with the O&M Assessment, and subject to the District lawfully completing its annual assessment process pursuant to Chapters 190 and 197, Florida Statutes, the District and the Landowner agree that the “Equivalent Residential Unit” or “ERU” applicable to the apartment product being constructed on the Apartment Property shall be 0.1 ERUs per apartment. On that basis, and



understanding that the District's budgets and O&M Assessments vary from year to year, the District and the Landowner agree that, absent some extreme public health, safety or welfare issue requiring the District to levy an additional, reasonable special assessment for Fiscal Year 2023, the O&M Assessment for Fiscal Year 2023 (beginning October 1, 2022 and ending September 2023) attributable to the Apartment Property and the planned apartment units thereon shall be no greater than that set forth in **Exhibit C** attached hereto.

4. DEFAULT. A default by a 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 and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to sixty (60) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

5. ATTORNEYS' FEES AND COSTS. In the event that a 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 fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

7. 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, overnight delivery service, or electronic mail to the parties at the addresses first set forth below. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth below. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party represented. 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.

If to Landowner:

Jeff Quinlivan, President of Kolter Multifamily LLC
Phone: (561) 682-9500
Email: jquinlivan@kolter.com

With a copy to:

Jeffrey Kruse, Managing Director of Kolter Multifamily LLC
Phone: (561) 692-9484
Email: jkruse@kolter.com



With a copy to:

Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131
Attention: Kimberly S. LeCompte, Esq.
Email: lecomptek@gtlaw.com

If to District:

With a copy to:

If to VK Avalon:

VK Avalon Groves LLC
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637
Attention: Jim Harvey and Troy Simpson
Email: jharvey@kolter.com and
tsimpson@kolter.com

With a copy to:

The Kolter Group LLC
105 NE 1st Street
Delray Beach, Florida 33444
Attention: Legal Notices
Email: legalnotice@kolter.com

With a copy to:

Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801
Attention: Scott A. Cookson, Esq.
Email: scookson@shuffield.com

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



9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties 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 parties 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 parties and their respective representatives, successors, and assigns.

10. ASSIGNMENT. This Agreement shall constitute a covenant running with title to the Apartment Property, binding upon the Landowner and its successors and assigns as to the Apartment Property or portions thereof.

11. 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 the parties hereto.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

13. 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.

14. 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 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 by sovereign immunity or by other operation of law.

15. 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.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]



[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT]

Executed as of the ____ day of _____, 2022.

WITNESS

**AVALON GROVES COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Name: _____

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, **Chairperson**, of **AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)



[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT]

Executed as of the ____ day of _____, 2022.

WITNESS

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, as _____ of _____, a _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)



[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT]

Executed as of the ____ day of _____, 2022.

WITNESS

VK AVALON GROVES LLC, a Delaware limited liability company

By: _____
Name: _____

By: _____
Name: James P. Harvey
Title: Authorized Signatory

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by James P. Harvey, as Authorized Signatory of VK Avalon Groves LLC, a Delaware limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)



EXHIBIT A
Apartment Property

A parcel of land lying in Section 24, Township 24 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of said Section 24, run thence along the East boundary of the Northeast 1/4 of Section 24, North 00°02'26" East, a distance of 121.14 feet to a point on the Northerly Right of Way line of Sawgrass Bay Boulevard per Official Records Book 4931, Page 828, of the Public Records of Lake County, Florida; thence 118.53 feet along the arc of a tangent curve to the left having a radius of 835.50 feet and a central angle of 08°07'42" (chord bearing North 55°38'21" West, 118.43 feet); thence North 59°42'12" West, a distance of 532.15 feet to the POINT OF BEGINNING; thence North 59°42'12" West, a distance of 353.23 feet; thence Westerly, 291.89 feet along the arc of a tangent curve to the left having a radius of 856.00 feet and a central angle of 19°32'15" (chord bearing North 69°28'19" West, 290.48 feet); thence departing said Northerly Right of Way line run North 10°45'33" East, a distance of 20.49 feet; thence North 48°05'49" East, a distance of 29.79 feet; thence North 04°03'27" East, a distance of 38.48 feet; thence North 11°40'05" East, a distance of 35.19 feet; thence North 06°25'52" East, a distance of 28.93 feet; thence North 37°12'57" East, a distance of 65.50 feet; thence North 61°02'39" East, a distance of 60.04 feet; thence North 46°41'51" East, a distance of 19.31 feet; thence North 23°25'40" East, a distance of 90.84 feet; thence North 22°45'22" East, a distance of 80.21 feet; thence North 41°10'39" East, a distance of 41.43 feet; thence North 53°11'11" East, a distance of 32.26 feet; thence North 60°16'58" East, a distance of 67.13 feet; thence North 68°01'40" East, a distance of 66.77 feet; thence North 73°11'21" East, a distance of 66.56 feet; thence North 81°01'50" East, a distance of 69.01 feet; thence South 87°52'44" East, a distance of 55.74 feet; thence South 87°40'20" East, a distance of 57.33 feet; thence South 48°23'14" East, a distance of 73.14 feet; thence South 59°23'46" East, a distance of 65.24 feet; thence South 60°22'44" East, a distance of 73.70 feet; thence Southerly, 23.63 feet along the arc of a non-tangent curve to the left having a radius of 20.00 feet and a central angle of 67°42'16" (chord bearing South 05°55'13" East, 22.28 feet); thence South 39°46'21" East, a distance of 121.96 feet; thence Southeasterly, 23.40 feet along the arc of a tangent curve to the right having a radius of 51.99 feet and a central angle of 25°47'35" (chord bearing South 26°52'34" East, 23.21 feet); thence South 18°10'48" East, a distance of 256.87 feet; thence Southeasterly, 12.00 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 34°22'10" (chord bearing South 35°21'54" East, 11.82 feet); thence South 51°37'31" West, a distance of 17.53 feet; thence South 31°03'17" West, a distance of 134.70 feet; thence South 05°19'27" West, a distance of 17.23 feet; thence South 34°10'34" West, a distance of 37.30 feet; thence Southwesterly, 22.21 feet along the arc of a non-tangent curve to the left having a radius of 20.00 feet and a central angle of 63°37'05" (chord bearing South 62°06'20" West, 21.08 feet); thence South 30°17'47" West, a distance of 25.40 feet; thence Southerly, 19.79 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 56°42'04" (chord bearing South 01°56'46" West, 18.99 feet); thence South 26°24'16" East, a distance of 4.95 feet; thence Southerly, 9.90 feet along the arc of a tangent curve to the right having a radius of 10.00 feet and a central angle of 56°42'04" (chord bearing South 01°56'46" West, 9.50 feet); thence South 30°17'48" West, a distance of 50.00 feet; thence Westerly, 15.71 feet along the arc of a tangent curve to the right having a radius of 10.00 feet and a central angle of 90°00'00" (chord bearing South 75°17'48" West, 14.14 feet); thence North 59°42'12" West, a distance of 14.73 feet; thence Westerly, 31.42 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing South 75°17'48" West, 28.28 feet); thence South 30°17'48" West, a distance of 66.72 feet; thence Southeasterly, 36.28 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 103°56'05" (chord bearing South 21°40'15" East, 31.51 feet); thence westerly, 184.84 feet along the arc of a reverse curve to the right having a radius of 760.00 feet and a central angle of 13°56'05" (chord bearing North 66°40'15" West, 184.38 feet) to the afore said Northerly Right of Way

line of Sawgrass Bay Boulevard also being the POINT OF BEGINNING.



Exhibit B
Easement Area

A parcel of land lying in Section 24, Township 24 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of said Section 24, run thence along the East boundary of the Northeast 1/4 of Section 24, N 00°02'26" E, a distance of 121.14 feet to a point on the Northerly Right of Way line of Sawgrass Bay Boulevard per Official Records Book 4931, Page 828 of the Public Records of Lake County, Florida and the POINT OF BEGINNING; thence along the Northerly Right of Way line the following seven (7) courses: 1) Northwesterly, 118.53 feet along the arc of a non-tangent curve to the left having a radius of 835.50 feet and a central angle of 08°07'42" (chord bearing N 55°38'21" W, 118.43 feet); 2) N 59°42'12" W, a distance of 885.38 feet; 3) Westerly, 484.51 feet along the arc of a tangent curve to the left having a radius of 856.00 feet and a central angle of 32°25'49" (chord bearing N 75°55'06" W, 478.07 feet); 4) Northwesterly, 825.81 feet along the arc of a reverse curve to the right having a radius of 750.00 feet and a central angle of 63°05'13" (chord bearing N 60°35'16" W, 784.72 feet); 5) Northwesterly, 280.42 feet along the arc of a reverse curve to the left having a radius of 1106.00 feet and a central angle of 14°31'37" (chord bearing N 36°18'29" W, 279.67 feet); 6) N 43°34'17" W, a distance of 415.79 feet; 7) Northwesterly, 66.63 feet along the arc of a tangent curve to the right having a radius of 1000.00 feet and a central angle of 03°49'03" (chord bearing N 41°39'46" W, 66.61 feet) to the Southwest corner of Serenoa Village 2 Phase 1A-1 according the plat thereof as recorded in Plat Book 69, Page 33 of the Public Records of Lake County, Florida; thence along the South boundary of said Serenoa Village 2 Phase 1A-1 the following two (2) courses: 1) S 76°14'27" E, a distance of 1326.16 feet; 2) N 45°31'35" E, a distance of 243.35 feet to the Southeasterly corner of said Serenoa Village 2 Phase 1A-1 also being the Southwest corner of Serenoa Village 2 Phase 1B-1 according the plat thereof as recorded in Plat Book 71, Page 19 of the Public Records of Lake County, Florida; thence along the South boundary of said Serenoa Village 2 Phase 1B-1, N 45°31'35" E, a distance of 180.07 feet to the Southeast corner of said Serenoa Village 2 Phase 1B-1 also being the Southwest corner of Serenoa Village 2 Phase 1B-2 according the plat thereof as recorded in Plat Book 72, Page 48 of the Public Records of Lake County, Florida; thence along the South boundary of said Serenoa Village 2 Phase 1B-2 the following two (2) courses: 1) N 45°31'35" E, a distance of 474.40 feet; 2) S 89°52'33" E, a distance of 880.48 feet to a point on the aforesaid East boundary of Section 24; thence along said East boundary, S 00°02'26" W, a distance of 1606.60 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described parcel of land:

A parcel of land lying in Section 24, Township 24 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of said Section 24, run thence along the East boundary of the Northeast 1/4 of Section 24, North 00°02'26" East, a distance of 121.14 feet to a point on the Northerly Right of Way line of Sawgrass Bay Boulevard per Official Records Book 4931, Page 828, of the Public Records of Lake County, Florida; thence 118.53 feet along the arc of a tangent curve to the left having a radius of 835.50 feet and a central angle of 08°07'42" (chord bearing North 55°38'21" West, 118.43 feet); thence North 59°42'12" West, a distance of 532.15 feet to the POINT OF BEGINNING; thence North 59°42'12" West, a distance of 353.23 feet; thence Westerly, 291.89 feet along the arc of a tangent curve to the left having a radius of 856.00 feet and a central angle of 19°32'15" (chord bearing North 69°28'19" West, 290.48 feet); thence departing said Northerly Right of Way line run North 10°45'33" East, a distance of 20.49 feet; thence North 48°05'49" East, a distance of 29.79 feet; thence North 04°03'27" East, a distance of 38.48 feet; thence North 11°40'05" East, a distance of 35.19 feet; thence North

06°25'52" East, a distance of 28.93 feet; thence North 37°12'57" East, a distance of 65.50 feet; thence North 61°02'39" East, a distance of 60.04 feet; thence North 46°41'51" East, a distance of 19.31 feet; thence North 23°25'40" East, a distance of 90.84 feet; thence North 22°45'22" East, a distance of 80.21 feet; thence North 41°10'39" East, a distance of 41.43 feet; thence North 53°11'11" East, a distance of 32.26 feet; thence North 60°16'58" East, a distance of 67.13 feet; thence North 68°01'40" East, a distance of 66.77 feet; thence North 73°11'21" East, a distance of 66.56 feet; thence North 81°01'50" East, a distance of 69.01 feet; thence South 87°52'44" East, a distance of 55.74 feet; thence South 87°40'20" East, a distance of 57.33 feet; thence South 48°23'14" East, a distance of 73.14 feet; thence South 59°23'46" East, a distance of 65.24 feet; thence South 60°22'44" East, a distance of 73.70 feet; thence Southerly, 23.63 feet along the arc of a non-tangent curve to the left having a radius of 20.00 feet and a central angle of 67°42'16" (chord bearing South 05°55'13" East, 22.28 feet); thence South 39°46'21" East, a distance of 121.96 feet; thence Southeasterly, 23.40 feet along the arc of a tangent curve to the right having a radius of 51.99 feet and a central angle of 25°47'35" (chord bearing South 26°52'34" East, 23.21 feet); thence South 18°10'48" East, a distance of 256.87 feet; thence Southeasterly, 12.00 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 34°22'10" (chord bearing South 35°21'54" East, 11.82 feet); thence South 51°37'31" West, a distance of 17.53 feet; thence South 31°03'17" West, a distance of 134.70 feet; thence South 05°19'27" West, a distance of 17.23 feet; thence South 34°10'34" West, a distance of 37.30 feet; thence Southwesterly, 22.21 feet along the arc of a non-tangent curve to the left having a radius of 20.00 feet and a central angle of 63°37'05" (chord bearing South 62°06'20" West, 21.08 feet); thence South 30°17'47" West, a distance of 25.40 feet; thence Southerly, 19.79 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 56°42'04" (chord bearing South 01°56'46" West, 18.99 feet); thence South 26°24'16" East, a distance of 4.95 feet; thence Southerly, 9.90 feet along the arc of a tangent curve to the right having a radius of 10.00 feet and a central angle of 56°42'04" (chord bearing South 01°56'46" West, 9.50 feet); thence South 30°17'48" West, a distance of 50.00 feet; thence Westerly, 15.71 feet along the arc of a tangent curve to the right having a radius of 10.00 feet and a central angle of 90°00'00" (chord bearing South 75°17'48" West, 14.14 feet); thence North 59°42'12" West, a distance of 14.73 feet; thence Westerly, 31.42 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing South 75°17'48" West, 28.28 feet); thence South 30°17'48" West, a distance of 66.72 feet; thence Southeasterly, 36.28 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 103°56'05" (chord bearing South 21°40'15" East, 31.51 feet); thence westerly, 184.84 feet along the arc of a reverse curve to the right having a radius of 760.00 feet and a central angle of 13°56'05" (chord bearing North 66°40'15" West, 184.38 feet) to the afore said Northerly Right of Way line of Sawgrass Bay Boulevard also being the POINT OF BEGINNING.



Exhibit C **O&M Assessment for Fiscal Year 2023**

AVALON GROVES CDD **FISCAL YEAR 2022-2023 PROPOSED BUDGET** **ASSESSMENT ALLOCATION**

								ADMIN BUDGET					FIELD BUDGET				
								NET O&M ADMIN BUDGET					NET O&M FIELD BUDGET				
								COUNTY COLLECTION COSTS					COUNTY COLLECTION COSTS				
								EARLY PAYMENT DISCOUNT					EARLY PAYMENT DISCOUNT				
								GROSS O&M ADMIN ASSESSMENT					GROSS O&M FIELD ASSESSMENT				
								\$122,350.00					\$715,760.00				
								\$5,319.57					\$31,120.00				
								\$5,319.57					\$31,120.00				
								\$132,989.13					\$778,000.00				
UNITS ASSESSED								ALLOCATION OF ADMIN O&M ASSESSMENT					ALLOCATION OF FIELD O&M ASSESSMENT				
UNIT SIZE & PHASE	O&M	SERIES 2017A (AA1) DEBT SERVICE	SERIES 2017A-1 (AA2) DEBT SERVICE	SERIES 2019 DEBT SERVICE	SERIES 2021 (AA1) DEBT SERVICE	SERIES 2021 (AA3) DEBT SERVICE	SERIES 2022 DEBT SERVICE	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL ADMIN O&M	ADMIN O&M PER LOT	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL FIELD O&M	FIELD O&M PER LOT
PALMS AT SERENOVA (AA1)																	
SINGLE FAMILY (PH 1 & 2)	301	301		301				1.00	301.0	20.70%	\$27,530.76	\$91.46	1.00	301.0	22.60%	\$175,809.31	\$584.08
SINGLE FAMILY (PH 3 & 4)	276	276			276			1.00	276.0	18.98%	\$25,244.15	\$91.46	1.00	276.0	20.72%	\$161,207.21	\$584.08
SERENOVA VILLAGE (AA2)																	
SINGLE FAMILY 40'-45'	83		83					1.00	83.0	5.71%	\$7,591.54	\$91.46	1.00	83.0	6.23%	\$48,478.98	\$584.08
SINGLE FAMILY 50'	294		294					1.00	294.0	20.22%	\$26,890.51	\$91.46	1.00	294.0	22.07%	\$171,730.72	\$584.08
SINGLE FAMILY 60'	102		102					1.00	102.0	7.02%	\$9,329.36	\$91.46	1.00	102.0	7.66%	\$59,576.58	\$584.08
SERENOVA LAKES (AA3)																	
MULTI-FAMILY	300							0.10	30.0	2.06%	\$2,743.93	\$9.15					
SINGLE FAMILY 40'	113					113		1.00	113.0	7.77%	\$10,335.47	\$91.46	1.00	113.0	8.48%	\$66,001.50	\$584.08
SINGLE FAMILY 50'	115					115		1.00	115.0	7.91%	\$10,518.40	\$91.46	1.00	115.0	8.63%	\$67,169.67	\$584.08
SINGLE FAMILY 60'	48					48		1.00	48.0	3.30%	\$4,390.29	\$91.46	1.00	48.0	3.60%	\$28,036.04	\$584.08
EDGEMONT (AA4)																	
SINGLE FAMILY	92						92	1.00	92.0	6.33%	\$8,414.72	\$91.46					
	1734	577	479	301	276	276	92	1454.0	100.00%	\$124,574.41			1332.0	100.00%	\$778,000.00		
PER UNIT ANNUAL ASSESSMENT ⁽¹⁾																	
UNIT SIZE & PHASE	TOTAL O&M PER UNIT	SERIES 2017A (AA1) DEBT SERVICE	SERIES 2017A-1 (AA2) DEBT SERVICE	SERIES 2019 DEBT SERVICE	SERIES 2021 (AA1) DEBT SERVICE	SERIES 2021 (AA3) DEBT SERVICE	SERIES 2022 DEBT SERVICE	PROPOSED TOTAL PER UNIT ⁽²⁾	FY 2022 PER LOT	VARIANCE FY22 VS FY23 PER LOT	% VARIANCE						
PALMS AT SERENOVA (AA1)																	
SINGLE FAMILY (PH 1 & 2)	\$675.55	\$319.22		\$760.49				\$1,755.26	\$1,710.59	\$44.67	2.6%						
SINGLE FAMILY (PH 3 & 4)	\$675.55	\$319.22			\$760.48			\$1,755.25	\$1,710.58	\$44.67	2.6%						
SERENOVA VILLAGE (AA2)																	
SINGLE FAMILY 40'-45'	\$675.55		\$1,027.41					\$1,702.96	\$1,658.29	\$44.67	2.7%						
SINGLE FAMILY 50'	\$675.55		\$1,141.57					\$1,817.12	\$1,772.45	\$44.67	2.5%						
SINGLE FAMILY 60'	\$675.55		\$1,369.88					\$2,045.43	\$2,000.76	\$44.67	2.2%						
SERENOVA LAKES (AA3)																	
MULTI-FAMILY	\$9.15							\$9.15									
SINGLE FAMILY 40'	\$675.55					\$1,127.86		\$1,803.41	\$1,758.74	\$44.67	2.5%						
SINGLE FAMILY 50'	\$675.55					\$1,253.18		\$1,928.73	\$1,884.06	\$44.67	2.4%						
SINGLE FAMILY 60'	\$675.55					\$1,503.82		\$2,179.37	\$2,134.69	\$44.67	2.1%						
EDGEMONT (AA4)																	
SINGLE FAMILY	\$91.46						\$1,520.26	\$1,611.73									

⁽¹⁾ Reflects the total number of lots with Series 2017A (AA1), 2017A-1 (AA2), 2019, 2021 (AA1), 2021 (AA3) and 2022 debt outstanding.

⁽²⁾ Annual debt service assessments per unit adopted in connection with the Series 2017A (AA1), 2017A-1 (AA2), 2019, 2021 (AA1), 2021 (AA3) and 2022 bond issuances. Annual Debt Service Assessments includes principal, interest, County collection costs and early payment discounts.

⁽³⁾ Annual assessments that will appear on the November, 2022 Pasco County property tax bill. Amount shown includes all applicable county collection costs (2%) and early payment discounts (up to 4% if paid early).

EXHIBIT 11



This instrument was prepared by:

KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

DRAINAGE EASEMENT

THIS EASEMENT ("Easement") is made as of the ____ day of _____, 2022, by and between **VK Avalon Groves LLC ("Grantor")**, a Delaware limited liability company, with an address of 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637, and **PR III/KMF ALTON SERENOA LP ("Grantee")**, a Delaware limited partnership, and whose address is 105 NE 1st Street, Delray Beach, FL 33444.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WHEREAS, the Grantor owns the lands ("**Easement Area**") identified in **Exhibit A** attached hereto, which are intended in the future to be developed into stormwater ponds ("**Stormwater Ponds**") and, upon completion of the Stormwater Ponds, transferred for ownership, operation and maintenance to the Avalon Groves Community Development District; and

WHEREAS, Grantee is the owner of "**Appurtenant Property**" described in **Exhibit B** and adjacent to the Easement Area and desires to have a non-exclusive, perpetual easement to drain stormwater from the Appurtenant Property to the Stormwater Ponds; and

WHEREAS, Grantor is willing to provide such an easement, on the terms set forth herein;

NOW THEREFORE, Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto agree as follows:

1. **PERPETUAL EASEMENT.** Grantor does hereby grant, convey and warrant to Grantee a non-exclusive perpetual right and easement (which easement shall be appurtenant to the Appurtenant Property) over, under and upon the Easement Area for the purpose of connecting to and allowing water to drain, pass and flow from the Appurtenant Property to the Easement Area.

2. **TEMPORARY CONSTRUCTION EASEMENT.** Grantor does hereby grant, convey and warrant to Grantee a non-exclusive temporary right and easement (which easement shall be appurtenant to the Appurtenant Property) over, under and upon the Easement Area for the purpose of (i) constructing at Grantee's sole cost and expense the Stormwater Ponds and other drainage improvements, including, without limitation, inlets, ditches, swales, culverts, water control structures, pipes, conduits and outflows (collectively, the "**Drainage Improvements**") and (ii) pedestrian and vehicular access as may be necessary to construct the Stormwater Ponds or the Drainage Improvements. The temporary easement granted in this Section 2 shall expire on the earlier of (x) Grantee's completion of the Stormwater Ponds and the Drainage Improvements or (y) twenty-four (24) months following the recording of the notice of commencement for the later of (a) the Stormwater Ponds or (b) the Drainage Improvements.



All such Stormwater Ponds and Drainage Improvements shall be constructed and/or installed in a sound, professional manner and consistent with County-approved plans. Grantee, at Grantee's sole cost and expense, shall be responsible for obtaining any necessary permits or regulatory approvals for the construction and/or installation of the Stormwater Ponds and Drainage Improvements, and shall not commence construction of the Stormwater Ponds and Drainage Improvements without the prior written approval by the Grantor of such plans, which approval may not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary, Grantor hereby retains the right to relocate, expand, contract or substitute the Easement Area prior to the commencement of construction of the Stormwater Ponds and Drainage Improvements to a location mutually agreeable between Grantor and Grantee and, in any event, to a location that will not materially interfere with Grantee's exercise of Grantee's rights hereunder. Upon Grantor's notice of Grantor's intent to relocate, expand, contract or substitute the Easement Area, the parties agree to promptly amend this Easement to describe and/or depict the relocated, expanded, contracted or substituted Easement Area and to record a revised Easement documenting the same. Further, Grantor shall be given an opportunity to inspect the Stormwater Ponds and Drainage Improvements at substantial completion, and Grantee shall correct at Grantee's cost any defects in the Stormwater Ponds and Drainage Improvements reasonably identified by Grantor.

Grantee and/or any contractors performing work for District on the Easement Area shall at all times maintain general liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, with a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

3. **MAINTENANCE.** Grantor shall be responsible, at Grantor's sole cost and expense, to maintain and repair the Easement Area (including any and all improvements which may be constructed thereon from time to time), in a safe manner and in a manner which does not otherwise materially interfere with the Grantee's exercise of Grantee's rights granted hereunder until such time as ownership and maintenance responsibility for the Stormwater Ponds and fee title to the Easement Area has been transferred to the Avalon Groves Community Development District.

4. **INDEMNITY.** Grantee shall indemnify and hold harmless Grantor, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "Indemnitees"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any use of the Easement Area or the exercise of the rights granted hereunder to Grantee, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but



not limited to loss of life, injury to persons or damage to, or destruction or theft of property; provided, however, that this indemnity shall not apply to any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments which arise out of the gross negligence or willful misconduct of Grantor or its successors, assigns, agents, employees, staff, contractors, officers, supervisors, or representatives.

5. **SOVEREIGN IMMUNITY.** As noted above, the parties acknowledge that the Grantor in the future will transfer the fee title to the Easement Area to the Avalon Groves Community Development District, which shall take the Easement Area subject to this Easement. That said, nothing contained in this Easement shall constitute or be construed as a waiver by the Avalon Groves Community Development District of any limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

6. **EXERCISE OF RIGHTS.** The rights and Easement created by this Easement are subject to the following provisions:

(a) Grantee's exercise of rights hereunder shall be consistent with all applicable laws, rules, regulations, permits, and approvals related in any way to the Easement Area.

(b) Grantor makes no representation that the Easement Area is suitable for the exercise of the rights granted hereunder.

(c) Nothing herein shall be construed to limit in any way Grantor's exercise of its rights to the Easement Area provided that such exercise of rights does not materially interfere with the use or enjoyment of any rights granted to Grantee herein. For example, and among other rights, Grantor shall continue to have the rights to: (i) construct and maintain in the Easement Area stormwater structures or other improvements, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with Grantee, its successors and assigns, provided that such exercise of rights does not materially interfere with Grantee's use or enjoyment of the Easement Area.

7. **DEFAULT.** A default by the Grantor or Grantee under this Easement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance. Without limiting the foregoing, in the event that either Grantor or Grantee fails to perform its obligations under this Easement, after fifteen (15) days prior written notice from the non-defaulting party reasonably specifying the obligations to be performed, then the non-defaulting party shall have the right to (a) perform such obligations, whereupon the defaulting party shall be obligated to reimburse the non-defaulting party for the costs so incurred by the non-defaulting party, together with interest at the rate of ten percent (10%) per annum, within ten (10) days after written notice from the non-defaulting party demanding payment and (b) if the defaulting party fails to so timely pay the same, the non-defaulting party shall have the right to file a lien against the defaulting party's property for such amounts, together with accrued interest through the actual date of payment.

8. **ENFORCEMENT.** In the event that the Grantor or Grantee seeks to enforce this Easement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

9. **NOTICES.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant



to this Easement shall be effective and valid only if in writing and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, or by electronic email addressed to the other party at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 Grantor and counsel(s) for Grantee may deliver notice on behalf of the Grantor and Grantee, respectively.

If to Grantee:

Jeff Quinlivan, President of Kolter Multifamily LLC
Phone: (561) 682-9500
Email: jquinlivan@kolter.com

With a copy to:

Jeffrey Kruse, Managing Director of Kolter Multifamily LLC
Phone: (561) 692-9484
Email: jkruse@kolter.com

With a copy to:

Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131
Attention: Kimberly S. LeCompte, Esq.
Email: lecomptek@gtlaw.com

If to Grantor:

VK Avalon Groves LLC
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637
Attention: Jim Harvey and Troy Simpson
Email: jharvey@kolter.com and
tsimpson@kolter.com

With a copy to:

The Kolter Group LLC
105 NE 1st Street
Delray Beach, Florida 33444
Attention: Legal Notices
Email: legalnotice@kolter.com

With a copy to:



Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801
Attention: Scott A. Cookson, Esq.
Email: scookson@shuffield.com

10. **THIRD PARTIES.** This Easement is solely for the benefit of the Grantor and Grantee, 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 Easement. Nothing in this Easement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Easement or any of the provisions or conditions of this Easement. Nothing contained in this Easement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

11. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Easement Area, binding upon Grantor and its successors and assigns as to the Easement Area or portions thereof, and any transferee of any portion of the Easement Area.

12. **CONTROLLING LAW; VENUE.** This Easement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Lake County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement.

13. **RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall be construed to make the parties hereto partners or joint ventures or render either of said parties liable for the debts or obligations of the other.

14. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement shall not affect the validity or enforceability of the remaining provisions of this Easement or any part of this Easement not held to be invalid or unenforceable.

15. **BINDING EFFECT.** This Easement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

16. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement, that the respective parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

17. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Easement may be made only by an instrument in writing which is executed by both the Grantor and Grantee.

18. **PARAGRAPH HEADINGS.** The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.



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

20. **EFFECTIVE DATE.** The Effective Date of this Easement shall be the date first written above.

21. **COUNTERPARTS.** This Easement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[Signature pages to follow]



IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

VK AVALON GROVES LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: James P. Harvey
Title: Authorized Signatory

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of July, 2022, by James P. Harvey as Authorized Signatory of VK Avalon Groves LLC, a Delaware limited liability company, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



[SIGNATURE PAGE FOR EASEMENT]

WITNESSES

**PR III/KMF ALTON SERENOA LP, a Delaware
limited partnership**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ as _____ of PR III/KMF ALTON SERENOA LP, a Delaware limited partnership, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.



EXHIBIT A
Easement Area

A parcel of land lying in Section 24, Township 24 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of said Section 24, run thence along the East boundary of the Northeast 1/4 of Section 24, N 00°02'26" E, a distance of 121.14 feet to a point on the Northerly Right of Way line of Sawgrass Bay Boulevard per Official Records Book 4931, Page 828 of the Public Records of Lake County, Florida and the POINT OF BEGINNING; thence along the Northerly Right of Way line the following seven (7) courses: 1) Northwesterly, 118.53 feet along the arc of a non-tangent curve to the left having a radius of 835.50 feet and a central angle of 08°07'42" (chord bearing N 55°38'21" W, 118.43 feet); 2) N 59°42'12" W, a distance of 885.38 feet; 3) Westerly, 484.51 feet along the arc of a tangent curve to the left having a radius of 856.00 feet and a central angle of 32°25'49" (chord bearing N 75°55'06" W, 478.07 feet); 4) Northwesterly, 825.81 feet along the arc of a reverse curve to the right having a radius of 750.00 feet and a central angle of 63°05'13" (chord bearing N 60°35'16" W, 784.72 feet); 5) Northwesterly, 280.42 feet along the arc of a reverse curve to the left having a radius of 1106.00 feet and a central angle of 14°31'37" (chord bearing N 36°18'29" W, 279.67 feet); 6) N 43°34'17" W, a distance of 415.79 feet; 7) Northwesterly, 66.63 feet along the arc of a tangent curve to the right having a radius of 1000.00 feet and a central angle of 03°49'03" (chord bearing N 41°39'46" W, 66.61 feet) to the Southwest corner of Serenoa Village 2 Phase 1A-1 according the plat thereof as recorded in Plat Book 69, Page 33 of the Public Records of Lake County, Florida; thence along the South boundary of said Serenoa Village 2 Phase 1A-1 the following two (2) courses: 1) S 76°14'27" E, a distance of 1326.16 feet; 2) N 45°31'35" E, a distance of 243.35 feet to the Southeasterly corner of said Serenoa Village 2 Phase 1A-1 also being the Southwest corner of Serenoa Village 2 Phase 1B-1 according the plat thereof as recorded in Plat Book 71, Page 19 of the Public Records of Lake County, Florida; thence along the South boundary of said Serenoa Village 2 Phase 1B-1, N 45°31'35" E, a distance of 180.07 feet to the Southeast corner of said Serenoa Village 2 Phase 1B-1 also being the Southwest corner of Serenoa Village 2 Phase 1B-2 according the plat thereof as recorded in Plat Book 72, Page 48 of the Public Records of Lake County, Florida; thence along the South boundary of said Serenoa Village 2 Phase 1B-2 the following two (2) courses: 1) N 45°31'35" E, a distance of 474.40 feet; 2) S 89°52'33" E, a distance of 880.48 feet to a point on the aforesaid East boundary of Section 24; thence along said East boundary, S 00°02'26" W, a distance of 1606.60 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described parcel of land:

A parcel of land lying in Section 24, Township 24 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of said Section 24, run thence along the East boundary of the Northeast 1/4 of Section 24, North 00°02'26" East, a distance of 121.14 feet to a point on the Northerly Right of Way line of Sawgrass Bay Boulevard per Official Records Book 4931, Page 828, of the Public Records of Lake County, Florida; thence 118.53 feet along the arc of a tangent curve to the left having a radius of 835.50 feet and a central angle of 08°07'42" (chord bearing North 55°38'21" West, 118.43 feet); thence North 59°42'12" West, a distance of 532.15 feet to the POINT OF BEGINNING; thence North 59°42'12" West, a distance of 353.23 feet; thence Westerly, 291.89 feet along the arc of a tangent curve to the left having a radius of 856.00 feet and a central angle of 19°32'15" (chord bearing North 69°28'19" West, 290.48 feet); thence departing said Northerly Right of Way line run North 10°45'33" East,

a distance of 20.49 feet; thence North 48°05'49" East, a distance of 29.79 feet; thence North 04°03'27" East, a distance of 38.48 feet; thence North 11°40'05" East, a distance of 35.19 feet; thence North 06°25'52" East, a distance of 28.93 feet; thence North 37°12'57" East, a distance of 65.50 feet; thence North 61°02'39" East, a distance of 60.04 feet; thence North 46°41'51" East, a distance of 19.31 feet; thence North 23°25'40" East, a distance of 90.84 feet; thence North 22°45'22" East, a distance of 80.21 feet; thence North 41°10'39" East, a distance of 41.43 feet; thence North 53°11'11" East, a distance of 32.26 feet; thence North 60°16'58" East, a distance of 67.13 feet; thence North 68°01'40" East, a distance of 66.77 feet; thence North 73°11'21" East, a distance of 66.56 feet; thence North 81°01'50" East, a distance of 69.01 feet; thence South 87°52'44" East, a distance of 55.74 feet; thence South 87°40'20" East, a distance of 57.33 feet; thence South 48°23'14" East, a distance of 73.14 feet; thence South 59°23'46" East, a distance of 65.24 feet; thence South 60°22'44" East, a distance of 73.70 feet; thence Southerly, 23.63 feet along the arc of a non-tangent curve to the left having a radius of 20.00 feet and a central angle of 67°42'16" (chord bearing South 05°55'13" East, 22.28 feet); thence South 39°46'21" East, a distance of 121.96 feet; thence Southeasterly, 23.40 feet along the arc of a tangent curve to the right having a radius of 51.99 feet and a central angle of 25°47'35" (chord bearing South 26°52'34" East, 23.21 feet); thence South 18°10'48" East, a distance of 256.87 feet; thence Southeasterly, 12.00 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 34°22'10" (chord bearing South 35°21'54" East, 11.82 feet); thence South 51°37'31" West, a distance of 17.53 feet; thence South 31°03'17" West, a distance of 134.70 feet; thence South 05°19'27" West, a distance of 17.23 feet; thence South 34°10'34" West, a distance of 37.30 feet; thence Southwesterly, 22.21 feet along the arc of a non-tangent curve to the left having a radius of 20.00 feet and a central angle of 63°37'05" (chord bearing South 62°06'20" West, 21.08 feet); thence South 30°17'47" West, a distance of 25.40 feet; thence Southerly, 19.79 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 56°42'04" (chord bearing South 01°56'46" West, 18.99 feet); thence South 26°24'16" East, a distance of 4.95 feet; thence Southerly, 9.90 feet along the arc of a tangent curve to the right having a radius of 10.00 feet and a central angle of 56°42'04" (chord bearing South 01°56'46" West, 9.50 feet); thence South 30°17'48" West, a distance of 50.00 feet; thence Westerly, 15.71 feet along the arc of a tangent curve to the right having a radius of 10.00 feet and a central angle of 90°00'00" (chord bearing South 75°17'48" West, 14.14 feet); thence North 59°42'12" West, a distance of 14.73 feet; thence Westerly, 31.42 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing South 75°17'48" West, 28.28 feet); thence South 30°17'48" West, a distance of 66.72 feet; thence Southeasterly, 36.28 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 103°56'05" (chord bearing South 21°40'15" East, 31.51 feet); thence westerly, 184.84 feet along the arc of a reverse curve to the right having a radius of 760.00 feet and a central angle of 13°56'05" (chord bearing North 66°40'15" West, 184.38 feet) to the afore said Northerly Right of Way line of Sawgrass Bay Boulevard also being the POINT OF BEGINNING.



Exhibit B
Appurtenant Property

A parcel of land lying in Section 24, Township 24 South, Range 26 East, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of said Section 24, run thence along the East boundary of the Northeast 1/4 of Section 24, North 00°02'26" East, a distance of 121.14 feet to a point on the Northerly Right of Way line of Sawgrass Bay Boulevard per Official Records Book 4931, Page 828, of the Public Records of Lake County, Florida; thence 118.53 feet along the arc of a tangent curve to the left having a radius of 835.50 feet and a central angle of 08°07'42" (chord bearing North 55°38'21" West, 118.43 feet); thence North 59°42'12" West, a distance of 532.15 feet to the POINT OF BEGINNING; thence North 59°42'12" West, a distance of 353.23 feet; thence Westerly, 291.89 feet along the arc of a tangent curve to the left having a radius of 856.00 feet and a central angle of 19°32'15" (chord bearing North 69°28'19" West, 290.48 feet); thence departing said Northerly Right of Way line run North 10°45'33" East, a distance of 20.49 feet; thence North 48°05'49" East, a distance of 29.79 feet; thence North 04°03'27" East, a distance of 38.48 feet; thence North 11°40'05" East, a distance of 35.19 feet; thence North 06°25'52" East, a distance of 28.93 feet; thence North 37°12'57" East, a distance of 65.50 feet; thence North 61°02'39" East, a distance of 60.04 feet; thence North 46°41'51" East, a distance of 19.31 feet; thence North 23°25'40" East, a distance of 90.84 feet; thence North 22°45'22" East, a distance of 80.21 feet; thence North 41°10'39" East, a distance of 41.43 feet; thence North 53°11'11" East, a distance of 32.26 feet; thence North 60°16'58" East, a distance of 67.13 feet; thence North 68°01'40" East, a distance of 66.77 feet; thence North 73°11'21" East, a distance of 66.56 feet; thence North 81°01'50" East, a distance of 69.01 feet; thence South 87°52'44" East, a distance of 55.74 feet; thence South 87°40'20" East, a distance of 57.33 feet; thence South 48°23'14" East, a distance of 73.14 feet; thence South 59°23'46" East, a distance of 65.24 feet; thence South 60°22'44" East, a distance of 73.70 feet; thence Southerly, 23.63 feet along the arc of a non-tangent curve to the left having a radius of 20.00 feet and a central angle of 67°42'16" (chord bearing South 05°55'13" East, 22.28 feet); thence South 39°46'21" East, a distance of 121.96 feet; thence Southeasterly, 23.40 feet along the arc of a tangent curve to the right having a radius of 51.99 feet and a central angle of 25°47'35" (chord bearing South 26°52'34" East, 23.21 feet); thence South 18°10'48" East, a distance of 256.87 feet; thence Southeasterly, 12.00 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 34°22'10" (chord bearing South 35°21'54" East, 11.82 feet); thence South 51°37'31" West, a distance of 17.53 feet; thence South 31°03'17" West, a distance of 134.70 feet; thence South 05°19'27" West, a distance of 17.23 feet; thence South 34°10'34" West, a distance of 37.30 feet; thence Southwesterly, 22.21 feet along the arc of a non-tangent curve to the left having a radius of 20.00 feet and a central angle of 63°37'05" (chord bearing South 62°06'20" West, 21.08 feet); thence South 30°17'47" West, a distance of 25.40 feet; thence Southerly, 19.79 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 56°42'04" (chord bearing South 01°56'46" West, 18.99 feet); thence South 26°24'16" East, a distance of 4.95 feet; thence Southerly, 9.90 feet along the arc of a tangent curve to the right having a radius of 10.00 feet and a central angle of 56°42'04" (chord bearing South 01°56'46" West, 9.50 feet); thence South 30°17'48" West, a distance of 50.00 feet; thence Westerly, 15.71 feet along the arc of a tangent curve to the right having a radius of 10.00 feet and a central angle of 90°00'00" (chord bearing South 75°17'48" West, 14.14 feet); thence North 59°42'12" West, a distance of 14.73 feet; thence Westerly, 31.42 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 90°00'00" (chord bearing South 75°17'48" West, 28.28 feet); thence South 30°17'48" West, a distance of 66.72 feet; thence Southeasterly, 36.28 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 103°56'05" (chord bearing South 21°40'15" East, 31.51 feet);

thence westerly, 184.84 feet along the arc of a reverse curve to the right having a radius of 760.00 feet and a central angle of $13^{\circ}56'05''$ (chord bearing North $66^{\circ}40'15''$ West, 184.38 feet) to the afore said Northerly Right of Way line of Sawgrass Bay Boulevard also being the POINT OF BEGINNING.



EXHIBIT 12



**Avalon Groves Community Development District
Board of Supervisors Oath of Office**

I, _____, a citizen of the United States of America, a resident of the State of Florida and of the Avalon Groves Community Development District (the "District"), having been (☐ appointed / ☐ elected) as a Supervisor of the District and a recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of Florida, and will faithfully, honestly, and impartially discharge the duties devolving upon me in the office of Supervisor of Avalon Groves Community Development District, located in Lake County, Florida.

Signature

Date

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing oath was administered before me by means of physical presence, this _____ day of _____, 20____ by _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Avalon Groves Community Development District and acknowledged to and before me that she/he took said oath for purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Notary Public State of Florida

(Print, Type or Stamp Commissioned Name of
Notary Public and the Date the Commission Expires)



EXHIBIT 13



Avalon Groves Community Development District

NEW SUPERVISOR INFORMATION SHEET

Please return completed forms to
DPFG Management & Consulting, LLC
Records Management
250 International Parkway, Suite 208
Lake Mary, FL 32746
Phone: 321-263-0132, EXT-742

1) Name: _____

2) Address: _____

3) County of Residence _____

4) Phone or Cell _____

5) Email Address _____

6) I ☐ Waive / ☐ Accept compensation of the statutorily allowed \$200
per meeting.

*If you have elected to receive compensation, then please forward the attached
W-9 along with this New Supervisor Information Sheet.*

Payroll Information

1) Date of Birth: _____

2) Drivers License Number: _____

***Form 1** provided as a courtesy. File Form 1 with the **Supervisor of Election** for
the County in which you permanently reside **within 30 days** of your appointment.



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

FORM 1**STATEMENT OF
FINANCIAL INTERESTS****2021**Please print or type your name, mailing
address, agency name, and position below:**FOR OFFICE USE ONLY:**

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

CHECK ONLY IF ☐ CANDIDATE OR ☐ NEW EMPLOYEE OR APPOINTEE****** THIS SECTION MUST BE COMPLETED ********DISCLOSURE PERIOD:**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2021.

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (**must check one**):

☐**COMPARATIVE (PERCENTAGE) THRESHOLDS** OR☐**DOLLAR VALUE THRESHOLDS****PART A -- PRIMARY SOURCES OF INCOME** [Major sources of income to the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

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

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

**You are not limited to the space on the
lines on this form. Attach additional
sheets, if necessary.****FILING INSTRUCTIONS** for when
and where to file this form are
located at the bottom of page 2.**INSTRUCTIONS** on who must file
this form and how to fill it out
begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
(If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

PART E — LIABILITIES [Major debts - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
(If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING For elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.

☐ **I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.**

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ☐

SIGNATURE OF FILER:

Signature:

Date Signed:

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

MULTIPLE FILING UNNECESSARY: A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

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

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

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

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2021.

NOTICE

Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

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

WHO MUST FILE FORM 1:

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county

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

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

17) Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

INSTRUCTIONS FOR COMPLETING FORM 1:

INTRODUCTORY INFORMATION (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: www.ethics.state.fl.us.

NAME OF AGENCY: The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

DISCLOSURE PERIOD: The "disclosure period" for your report is the calendar year ending December 31, 2021.

OFFICE OR POSITION HELD OR SOUGHT: The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

PUBLIC RECORD: The disclosure form and everything attached to it is a public record. Your social security number, bank account, debit, charge, and credit card numbers are not required and you should redact them from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality you submit a written and notarized request.

MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

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

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

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

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

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.
- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

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

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

- (1) You owned (either directly or indirectly in the form of an equitable

or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

- (2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

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

Examples:

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

PART C — REAL PROPERTY

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

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

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

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

PART D — INTANGIBLE PERSONAL PROPERTY

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

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

PART E — LIABILITIES

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

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

PART F — INTERESTS IN SPECIFIED BUSINESSES

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

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

Disclose in this part the fact that you owned during the disclosure

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

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

PART G — TRAINING CERTIFICATION

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

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

IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

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

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

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

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

Examples:

- If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and

bonds, list each individual company from which you derived more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

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

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

- (1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**,
- (2) You received more than 10% of your gross income from that business entity; **and**,
- (3) You received more than \$1,500 in gross income from that business entity.

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

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

PART C — REAL PROPERTY

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

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

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

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

PART D — INTANGIBLE PERSONAL PROPERTY

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

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

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

PART E — LIABILITIES

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

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

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

PART F — INTERESTS IN SPECIFIED BUSINESSES

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

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

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

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

PART G — TRAINING CERTIFICATION

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

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

EXHIBIT 14



RESOLUTION 2022-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors ("Board") of the District desires to designate the Officers of the District.

NOW, THEREFORE, be it resolved by the Board:

SECTION 1. _____ is appointed Chairman.

SECTION 2. _____ is appointed Vice Chairman.

SECTION 3. Larry Krause is appointed Secretary.

Johanna Lee is appointed Treasurer.

Howard McGaffney is appointed Assistant Treasurer.

Bridgett Alexander is appointed Assistant Treasurer.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Shirley Conley is appointed Assistant Secretary.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022

ATTEST

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman



EXHIBIT 15



RESOLUTION 2022-21

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
DESIGNATING SIGNATORIES FOR THE DISTRICT'S
OPERATING BANK ACCOUNT(S); AND PROVIDING AN
EFFECTIVE DATE.**

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

WHEREAS, pursuant to Chapter 190, Florida Statutes, the funds of the District shall be disbursed by the Treasurer and by other such person(s) as may be authorized by the District's Board of Supervisors (the "Board"); and

WHEREAS, the Board has previously established a local operating bank account for the District; and

WHEREAS, the Board has previously designated authorized signatories on the bank account; and

WHEREAS, the Board desires to rescind and repeal the prior designation and designate new signatories on the account.

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

SECTION 1. The Chair and Vice-Chair of the District's Board of Supervisors, the Secretary, Treasurer, and Assistant Treasurer are hereby designated as authorized signatories on the District's operating bank account.

SECTION 2. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. Further, upon its passage, any previously adopted resolution designating signatories on bank accounts for the District is rescinded and repealed.

PASSED AND ADOPTED THIS __ DAY OF _____, 2022.

ATTEST:

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair, Board of Supervisors



EXHIBIT 16



RESOLUTION 2022-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2022-2023; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2022-2023 annual meeting schedule attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2022-2023 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 25TH DAY OF AUGUST, 2022.

ATTEST:

**AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2022-2023 Annual Meeting Schedule



Exhibit A

BOARD OF SUPERVISORS MEETING DATES AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2022-2023

The Board of Supervisors of the Avalon Groves Community Development District will hold their regular meetings for Fiscal Year 2022-2023 at the Avalon Groves Amenity Center, located at 17555 Sawgrass Bay Boulevard, Clermont, Florida 34714, at _____ .m., unless otherwise indicated as follows:

Thursday, October 27, 2022
Thursday, November 24, 2022
Thursday, December 22, 2022
Thursday, January 26, 2023
Thursday, February 23, 2023
Thursday, March 23, 2023
Thursday, April 27, 2023
Thursday, May 25, 2023
Thursday, June 22, 2023
Thursday, July 27, 2023
Thursday, August 24, 2023
Thursday, September 28, 2023

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from DPFG Management and Consulting, LLC at 250 International Parkway, Suite 208, Lake Mary, Florida 32746, or by calling (321) 263-0132 ("District Office").

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 723-5900 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

District Manager



EXHIBIT 17



Avalon Groves Community Development District

250 International Parkway, Suite 208, Lake Mary, Florida 32746

August 25, 2022

Via Certified US Mail and E-Mail

Serenoa Property Owners Association, Inc.
270 W. Plant Street, Suite 340
Winter Garden, Florida 34787

Re: Avalon Groves Community Development District - Holiday Decorations License

Dear Serenoa Property Owners Association, Inc.:

The Avalon Groves Community Development District ("**District**" or "**Licensor**"), a special-purpose unit of local government created under Chapter 190 of the Florida Statutes, hereby grants a temporary license ("**License**") to Serenoa Property Owners Association, Inc. ("**Licensee**"), for ingress and egress, and for the limited purpose of installing, maintaining, and removing holiday decorations onto the District owned fences at the entrances to neighborhoods Village 1 and Village 2.

Licensee is permitted to install the holiday decorations beginning November 15, 2022, and Licensee is required to remove the holiday decorations by January 29, 2023. All decorations must be removable, and Licensee shall return the District's property to the previous condition. Nothing may be nailed or stapled to District property, and no open flames are permitted on District property. The following are prohibited: profanity, obscenity, references to illegal activity, and political messages. The District reserves the right to require removal of any decorations which, in its sole discretion, are not appropriate for a family-oriented community display.

Licensee shall ensure the exercise of rights hereunder does not damage any property of the District or any third party's property, and, in the event of such damage, Licensee shall immediately repair the damage or compensate the District for such repairs, at the District's option. Licensee shall carry, and shall require that any of its Licensees doing work in connection with the License to carry, general liability insurance in the amount of at least \$1,000,000, automobile liability insurance in the amount of at least \$1,000,000, and worker's compensation insurance in the amounts required by state law. The District and its supervisors, staff, agents and representatives, and successors and assigns, shall be additional insureds under all such insurance. Licensee shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to installing any holiday decorations.

Nothing in this License 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. Licensee shall indemnify, defend and hold harmless the District and its supervisors, staff, agents and representatives, and successors and assigns, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this License Agreement or the exercise of the privileges granted hereunder. This License Agreement and the provisions contained in this License Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Lake County, Florida. The prevailing party in any



litigation to enforce the terms of this License Agreement shall be entitled to reasonable attorney's fees and costs.

Licensee understands and agrees that all documents of any kind provided to the District in connection with this License Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is **DPFG Management and Consulting, LLC** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Licensee shall A) keep and maintain public records required by the District to perform the service; B) 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*; C) 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 Licensee does not transfer the records to the Public Records Custodian of the District; and D) upon completion of the contract, transfer to the District, at no cost, all public records in Licensee'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 Licensee, the Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132 OR BY EMAIL AT LKRAUSE@DPFGMC.COM, OR BY REGULAR MAIL AT 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

Larry Krause
District Manager

cc: Meredith W. Hammock, District Counsel



EXHIBIT 18



Fireman Toms Pressure Washing co.

704 Kissimmee pl.
Winter Springs, FL 32708 US
(407) 459-2032
firemantomspw@gmail.com



Estimate

ADDRESS

DFPG

Avalon Groves

Clermont, FI

ESTIMATE

DATE

220808-02

08/08/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Pressure wash and treat with an algaecide, (4) larger columns, (10) midsize columns, and (6) smaller columns.	1	720.00	720.00
TOTAL					\$720.00

Accepted By

Accepted Date



EXHIBIT 19



Mr. Bryant mentioned that he would be willing to donate trash bags and haul away trash. Mr. Fife suggested designating a location for volunteers to leave trash for collection. Ms. Smith asked if water could be provided for volunteers. Ms. Hammock indicated that she would look into this.

THIRD ORDER OF BUSINESS – Administrative Matters

A. Exhibit 1: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held May 26, 2022

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on May 26, 2022 for the Avalon Groves Community Development District.

B. Exhibit 2: Consideration for Acceptance – The May 2022 Unaudited Financial Report

On a MOTION by Ms. Smith, SECONDED by Mr. Fife, WITH ALL IN FAVOR, the Board accepted the May 2022 Unaudited Financial Report for the Avalon Groves Community Development District.

C. Exhibit 3: Waterway Inspection Report – Steadfast Environmental

Mr. Krause reviewed Steadfast's report, noting low water levels and minimal algae in the majority of the ponds.

D. Landscape Updates – Yellowstone Landscape

Mr. Bryant informed the Board that installation at Butterfly Pea had been completed and that fake rocks had been ordered. He stated that irrigation for the Clubhouse was now operational and indicated that he had replaced twelve 30-gallon Bald Cypress trees along the ponds. He mentioned that he had put together an infill proposal for the HOA for Village 2.

Mr. Krause reviewed the DPFG Field report, noting that he had requested a proposal from Yellowstone to add mulch to the Tot Lot. He mentioned that price estimates for a cover for the Tot Lot that a resident had requested were found to be costly.

Mr. Krause noted that he had received an additional quote to fix the water fountain and test the backflow meters for approximately \$400.00. He stated that the motor for the fountain in Pond 28 had been received but indicated that they were still waiting on brackets to arrive. He mentioned that he was working with a vendor on solar lights and stated that he would check with Mr. Henman for an update on proposals for painting the fences and monuments. He noted that the color wheel had broken brackets and that a new part would likely be needed. Mr. Walker stated that he would provide a contact for Mr. Krause for parts for the color wheel and telescope. Mr. Krause additionally informed the Board that Sawgrass Bay Blvd. and Goldcrest Loop both qualified for Adopt-a-Road.

FOURTH ORDER OF BUSINESS – Business Matters

A. Exhibit 4: Ratification of Cardno/Stantec Stormwater Needs Analysis Proposal - \$4,900.00

On a MOTION by Mr. Walker, SECONDED by Mr. Fife, WITH ALL IN FAVOR, the Board approved the Ratification of the Cardno/Stantec Stormwater Needs Analysis Proposal, in the amount of \$4,900.00, for the Avalon Groves Community Development District.

B. Exhibit 5: Acceptance of Completed Stormwater Needs Analysis as Submitted by Cardno/Stantec

Ms. Smith clarified that Cardno would not be performing regular inspections. Mr. Krause confirmed that the Stormwater Needs Analysis was only required every 5 years. Ms. Hammock noted that this was due to the County by June 30.

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board accepted the Completed Stormwater Needs Analysis, submitted by Cardno/Stantec, for the Avalon Groves Community Development District.

C. Exhibit 6: Consideration of Tot Lot Fountain Repair Proposal

Mr. Krause explained that a second quote had been received from Vail Plumbing in the amount of \$400.00 to include both fountain repair and the testing of all three backflow meters.

1. A Total Solution - \$818.75

D. Exhibit 7: Consideration of Backflow Inspection Proposal

1. A Total Solution - \$355.00

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved the Vail Plumbing Proposal as presented, in an amount not to exceed \$500.00, for the Avalon Groves Community Development District.

FIFTH ORDER OF BUSINESS – Staff Reports

A. District Manager

1. Update on Clean Star Service of Central Florida Porter Service Proposal on Four CDD-Maintained Trash Cans

Mr. Krause stated that he had received a quote from Clear Star Service and noted that this vendor used by the HOA. He walked on a proposal from the vendor in the amount of \$310.00 a month, or \$3,720.00 a year. In response to a supervisor question Ms. Hammock confirmed that District Counsel would draft a contract to be signed by both parties.

On a MOTION by Mr. Fife, SECONDED by Ms. Smith, WITH ALL IN FAVOR, the Board approved the Clear Star Service of Central Florida Porter Service Proposal, in the amount of \$310.00 per year, for the Avalon Groves Community Development District.

B. District Counsel

1. Exhibit 8: HOA Bulletin Board at Village 1 Mailboxes

Mr. Earlywine stated that the project acquisition for the Edgemont proposal should be done within the next 30 to 45 days.

C. District Engineer

Mr. Plate stated that he had nothing additional to report.

D. Amenity Manager

The Amenity Manager was not present.

SIXTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda (limited to 3 minutes per individual)

Mr. Lee noted that the financials on the website were outdated. Ms. Smith explained that this may be due to ADA compliance requirements and advised emailing Shirley Conley for the financials. Mr. Lee inquired about the mowing schedule for the ponds. Mr. Bryant explained that ponds were

mowed differently in the winter to allow seeds to propagate. Mr. Krause mentioned that the grasses around the ponds would be allowed to grow more, in accordance with the new stormwater legislation requirements.

Mr. Lee additionally asked who was responsible for the solar lights. Ms. Smith indicated that street lighting belonged to the CDD, with the exception of the Palms, and that the monument sign belonged to the HOA.

Ms. Silva brought up an issue regarding sprinkler heads on Sawgrass. Mr. Bryant indicated that he was aware of the issue. In response to a question from Ms. Silva, Mr. Bryant clarified that staining on the concrete and mailboxes were the responsibility of the builder.

Ms. Silva requested streetlights at Village 3 by the mailboxes. Ms. Smith stated that there should be streetlights by the mailboxes and indicated that she would send an email to have this addressed. Ms. Silva commented on trash in the ponds. Mr. Walker indicated that the builder was responsible for picking up the trash. Ms. Silva additionally requested maps of the CDD and HOA areas within the community. Ms. Smith stated that she would try to find the record of the map. Mr. Walker mentioned that the map would need to be updated.

Mr. LaLosa requested to receive a copy of a detailed map of CDD and HOA properties. Ms. Smith noted that subdivision plats show each area and identify who owns them. She stated that she would check for an overall maintenance map.

SEVENTH ORDER OF BUSINESS – Supervisors Requests

Ms. Smith requested that Mr. Krause check that the streetlights were insured on the insurance policy and to add the monuments to the policy, if not already included.

EIGHTH ORDER OF BUSINESS – Action Items Summary

1. Mr. Krause will follow up with Mr. Henman regarding proposals for pressure washing, staining and painting wood fences and monuments, and replacing warped boards.
2. Mr. Krause will check with the insurance company for streetlights and monuments to be included on the insurance policy.
3. Mr. Krause will follow up with Steadfast on Pond 42 for duckweed treatment.
4. Mr. Krause will send Adopt-a-Road information to the CDD Board members and the HOA to share with residents.
5. District Counsel will provide a liability waiver for use by residents and volunteers.
6. Ms. Smith will check on maintenance maps for the community delineating HOA and CDD maintenance areas.

NINTH ORDER OF BUSINESS – Next Meeting Agenda Items

Mr. Krause indicated that the Budget Public Hearing would be held at the next meeting.

TENTH ORDER OF BUSINESS – Next Meeting Quorum Check: Thursday, July 28 at 11:30 a.m.

The Board agreed to cancel the July meeting and hold the Budget Public Hearing on August 25 at 11:30 a.m.

ELEVENTH ORDER OF BUSINESS – Adjournment

Mr. Krause asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Fife made a motion to adjourn the meeting.



On a MOTION by Mr. Fife, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board adjourned the meeting for the Avalon Groves Community Development District.

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

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Signature

Printed Name

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 20



Avalon Groves Community Development District

Summary Financial Statements
(Unaudited)

Period Ending
July 31, 2022



Avalon Groves Community Development District
Balance Sheet
Unaudited
July 31, 2022

	GENERAL FUND	2017 (AA1)	2017A-1 (AA2)	2017A-2 (AA2)	2019	2021	CIP (AA1)	CIP A-1 (AA2)	CIP A-2 (AA2)	CIP 2019	TOTAL
<u>ASSETS:</u>											
CASH	\$ 588,158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20	\$ -	\$ -	\$ 588,178
INVESTMENTS:											
REVENUE FUND	-	10,494	-	1	289	5	-	-	-	-	10,788
CAP INTEREST	-	3	225	0	2	3	-	-	-	-	233
DS RESERVE	-	175,965	520,800	-	105,452	168,730	-	-	-	-	970,948
COST OF ISSUANCE	-	-	-	-	13,179	12,969	-	-	-	-	26,147
PREPAYMENT ACCOUNT	-	3,914	18,008	0	11,197	-	-	-	-	-	33,120
SINK FUND	-	2	5	-	0	3	-	-	-	-	10
ACQ. & CONST. 2017 (AA1)	-	-	-	-	-	-	0	-	-	-	0
ACQ. & CONST. 2017A-1 (AA2)	-	-	-	-	-	-	-	-	-	-	-
ACQ. & CONST. 2017A-2 (AA2)	-	-	-	-	-	-	-	1	0	-	1
ACQ. & CONST. 2019	-	-	-	-	-	-	-	-	-	1,175	1,175
PREPAID ITEMS	500	-	-	-	-	-	-	-	-	-	500
DUE FROM GF	-	(1,811)	234,629	-	206,403	-	-	-	-	-	439,221
ON ROLL - RECEIVABLE ASSMT.	-	-	-	-	-	-	-	-	-	-	-
ACCOUNTS RECEIVABLE	993	-	1,227	-	-	-	-	-	-	-	2,220
DEPOSITS	541	-	-	-	-	-	-	-	-	-	541
TOTAL ASSETS	\$ 590,192	\$ 188,566	\$ 774,895	\$ 1	\$ 336,521	\$ 181,710	\$ 0	\$ 21	\$ 0	\$ 1,175	\$ 2,073,083
<u>LIABILITIES:</u>											
ACCOUNTS PAYABLE	\$ 13,059	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,059
ACCRUED EXPENSES	-	-	-	-	-	-	-	-	-	-	-
DUE TO DEBT SERVICE	320,355	-	-	-	-	-	-	-	-	-	320,355
DUE TO CONSTRUCTION	-	-	-	-	-	-	-	-	-	-	-
ON ROLL - DEFERRED REVENUE	-	-	-	-	-	-	-	-	-	-	-
RETAINAGE PAYABLE	-	-	-	-	-	-	-	-	-	-	-
<u>FUND BALANCE:</u>											
NONSPENDABLE:											
PREPAID AND DEPOSITS	541	-	-	-	-	-	-	-	-	-	541
ASSIGNED:											
OPERATING RESERVES	-	-	-	-	-	-	-	-	-	-	-
RESERVES - ROADWAYS	-	-	-	-	-	-	-	-	-	-	-
UNASSIGNED:	256,237	188,566	774,895	1	336,521	181,710	0	21	0	1,175	1,739,128
TOTAL LIABILITIES & FUND BALANCE	\$ 590,192	\$ 188,566	\$ 774,895	\$ 1	\$ 336,521	\$ 181,710	\$ 0	\$ 21	\$ 0	\$ 1,175	\$ 2,073,083



Avalon Groves Community Development District
Statement of Revenue, Expenditures And Change In Fund Balance
For The Period Ending July 31, 2022

	FY2022 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUES				
ON ROLL ASSESSMENTS	\$ 452,138	406,924	\$ 465,762	\$ 58,838
DEVELOPER FUNDING OFF ROLL	189,607	158,006	178,444	20,438
DEVELOPER FUNDING				
MISCELLANEOUS REVENUE			200	
LOT CLOSINGS			70,119	
TOTAL REVENUES	641,745	564,930	714,525	79,275
EXPENDITURES				
GENERAL ADMINISTRATIVE				
DISTRICT MANAGEMENT SERVICES	32,000	26,667	24,000	2,667
BANK FEES	150	125	17	108
AUDITING	3,000	3,000	3,150	(150)
REGULATORY & PERMIT FEES	175	175	350	(175)
LEGAL ADVERTISEMENTS	4,000	3,333	5,708	(2,375)
ENGINEERING SERVICES	12,000	10,000	9,020	980
LEGAL SERVICES	25,000	20,833	32,140	(11,306)
TECHNOLOGY & WEBSITE ADMIN.	2,015	2,015	2,015	-
MISCELLANEOUS (appraisal, etc.) (Validation Fee)	500	417	171	246
BOS MEETING	2,000	1,667	1,000	667
TOTAL GENERAL ADMINISTRATIVE	80,840	66,565	77,570	(10,005)
INSURANCE				
INSURANCE	8,339	7,900	7,847	53
TOTAL INSURANCE	8,339	7,900	7,847	53
DEBT SERVICE ADMIN.				
DISCLOSURE REPORT	5,000	5,000	4,000	1,000
ARBITRAGE REBATE	1,500	1,500	650	850
TRUSTEE FEES	10,500	10,500	17,500	(7,000)
TOTAL DEBT ADMINISTRATION	17,000	17,000	22,150	(5,150)
UTILITIES				
UTILITIES-ELECTRICITY	6,000	2,500	3,837	(1,337)
STREETLIGHTS	150,000	125,000	203,516	(78,516)
UTILITY WATER	30,000	25,000	19,491	5,509
TOTAL UTILITIES	186,000	152,500	226,845	(74,345)
PHYSICAL ENVIRONMENT				
LAKE & POND MAINTENANCE	42,796	35,663	24,601	11,063
LANDSCAPE MAINTENANCE	246,000	205,000	212,762	(7,762)
LANDSCAPE - REPLENISHMENT	15,000	12,500	7,550	4,950
WETLAND MITIGATION & MAINTENANCE	32,000	20,800	32,950	(12,150)
FIELD MANAGEMENT	6,000	5,000	5,280	(280)
FIELD CONTINGENCY	2,770	2,308	24,354	(22,046)
HARDSCAPE REPAIRS & MAINT.	5,000	4,167	-	4,167
BUILDOUT CONTINGENCY	-	-	-	-
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	349,566	285,438	307,497	(22,059)
INTEREST EXPENSE				
			-	
TOTAL EXPENDITURES	641,745	529,403	641,909	(111,506)
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	35,527	72,616	37,089
FUND BALANCE - BEGINNING	-	-	184,162	-
FUND BALANCE - ENDING	\$ -	\$ 35,527	\$ 256,778	\$ 37,089



Avalon Groves Community Development District
SERIES 2017A-1 (AA1)
For The Period Starting October 1, 2021 Ending July 31, 2022

	FY2022 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 185,149	175,892	\$ 90,690	\$ (85,202)
SPECIAL ASSESSMENTS - DEVELOPER - LENNAR (NET)			-	
INTEREST	-	-	272	272
LESS: DISCOUNT ASSESSMENTS (4%)	(7,406)	(7,406)	-	7,406
LOT CLOSINGS	-	-	23,850	23,850
TOTAL REVENUE	177,743	168,486	114,812	(53,674)
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES	7,406	-	-	-
INTEREST EXPENSE				
NOVEMBER 1, 2021	64,231	64,231	64,531	(300)
MAY 1, 2022	65,231	65,231	64,531	700
PRINCIPAL RETIREMENT				
MAY 1, 2022	40,000	40,000	40,000	-
TOTAL EXPENDITURES	176,868	169,462	169,063	400
EXCESS REVENUE OVER (UNDER) EXPEND.	880	(976)	(54,251)	(54,073)
TRANSFER IN			19,859	
TRANSFER OUT			-	
FUND BALANCE - BEGINNING		-	222,958	222,958
FUND BALANCE - ENDING	\$ 880	\$ (976)	\$ 188,566	\$ 168,885



Avalon Groves Community Development District
SERIES 2017A-1 (AA2)
For The Period Starting October 1, 2021 Ending July 31, 2022

	FY2022 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 560,625	532,594	\$ 520,610	\$ (11,984)
SPECIAL ASSESSMENTS - DEVELOPER - LENNAR (NET)			-	
INTEREST	-	-	793	793
MISCELLANEOUS REVENUE	(22,425)	(23,302)	-	23,302
PREPAYMENT	-	-	14,684	14,684
TOTAL REVENUE	538,200	509,292	536,087	26,795
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES (3.5%)	22,425	-	-	-
INTEREST EXPENSE			-	
NOVEMBER 1, 2021	200,766	200,766	205,341	(4,575)
MAY 1, 2021	203,722	203,722	200,484	3,238
PRINCIPAL RETIREMENT				
MAY 1, 2022	110,000	110,000	215,000	(105,000)
TOTAL EXPENDITURES	536,913	514,488	620,825	(106,337)
EXCESS REVENUE OVER (UNDER) EXPEND.	1,290	(5,196)	(84,738)	133,132
TRANSFER IN			10,317	
TRANSFER OUT			-	
FUND BALANCE - BEGINNING		-	849,317	849,317
FUND BALANCE - ENDING	\$ 1,290	\$ (5,196)	\$ 774,895	\$ 982,449



Avalon Groves Community Development District

12

SERIES 2017A-2 (AA2)**For The Period Starting October 1, 2021 Ending July 31, 2022**

	ACTUAL YEAR-TO-DATE
I. REVENUE	
SPECIAL ASSESSMENTS - ON/OFF ROLL	
INTEREST	0
LESS: DISCOUNT ASSESSMENTS (4%)	-
TOTAL REVENUE	0
II. EXPENDITURES	
COUNTY - ASSESSMENT COLLECTION FEES	-
INTEREST EXPENSE	-
MAY 1, 2019	-
NOVEMBER 1, 2019	-
PRINCIPAL PREPAYMENT	-
MAY 1, 2019	-
TOTAL EXPENDITURES	-
EXCESS REVENUE OVER (UNDER) EXPEND.	0
TRANSFER IN	
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1
FUND BALANCE - ENDING	\$ 1

Avalon Groves Community Development District
SERIES 2019
For The Period Starting October 1, 2021 Ending July 31, 2022

	FY2022 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 228,906	217,461	\$ 216,051	\$ (1,410)
LOT CLOSINGS DR HORTON			6,997	
INTEREST	-	-	186	186
LESS: DISCOUNT ASSESSMENTS (4%)	(9,156)	(9,156)	-	9,156
MISC. REVENUE	-	-	11,476	11,476
TOTAL REVENUE	219,750	208,305	234,710	19,408
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES (3.5%)	9,156	-	-	-
INTEREST EXPENSE			-	
NOVEMBER 1, 2021	69,888	69,888	70,976	(1,088)
MAY 1, 2022	69,888	69,888	69,888	1
PRINCIPAL RETIREMENT				
MAY 1, 2022	70,000	70,000	65,000	5,000
TOTAL EXPENDITURES	218,932	209,776	205,864	3,912
EXCESS REVENUE OVER (UNDER) EXPEND.	820	(1,471)	28,846	15,496
TRANSFER IN				
TRANSFER OUT			(30,175)	
FUND BALANCE - BEGINNING		-	337,851	337,851
FUND BALANCE - ENDING	\$ 820.00	\$ (1,471)	\$ 336,521	\$ 353,347



Avalon Groves Community Development District
SERIES 2021
For The Period Starting October 1, 2021 Ending July 31, 2022

	FY2022 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON ROLL	\$ 209,891	199,396	\$ 151,946	\$ (47,450)
SPECIAL ASSESSMENTS - OFF ROLL	94,451		84,250	
INTEREST	-	-	272	272
LESS: DISCOUNT ASSESSMENTS (4%)		(9,156)	-	9,156
LOT CLOSINGS	-	-	-	-
TOTAL REVENUE	304,342	190,240	236,468	(38,022)
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES		-	-	-
INTEREST EXPENSE			-	
NOVEMBER 1, 2021	58,056	58,056	144,559	(86,503)
MAY 1, 2022	58,900	58,900	106,206	(47,306)
PRINCIPAL RETIREMENT				
MAY 1, 2022	75,000	70,000	125,000	(55,000)
TOTAL EXPENDITURES	191,956	186,956	375,765	(188,809)
EXCESS REVENUE OVER (UNDER) EXPEND.	112,386	3,284	(139,297)	150,787
TRANSFER IN				
TRANSFER OUT			(19)	
FUND BALANCE - BEGINNING		-	321,025	321,025
FUND BALANCE - ENDING	\$ 112,386.00	\$ 3,284	\$ 181,710	\$ 471,812



Avalon Groves Community Development District
Construction In Progress (AA1)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Starting October 1, 2021 Ending July 31, 2022

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUES	
BOND PROCEEDS	\$ -
INTEREST	-
TOTAL REVENUES	<u>-</u>
EXPENDITURES	
REQUISITIONS	-
TRUSTEE FEES	-
TOTAL EXPENSE	<u>-</u>
TOTAL EXPENDITURES	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	<u><u>\$ -</u></u>



Avalon Groves Community Development District
Construction In Progress A-1 (AA2)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Starting October 1, 2021 Ending July 31, 2022

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUES	
NET PROCEEDS	\$ -
INTEREST	-
TOTAL REVENUES	<u>-</u>
EXPENDITURES	
CONSTRUCTION IN PROGRESS	-
TRUSTEE FEES	-
TOTAL EXPENSE	<u>-</u>
TOTAL EXPENDITURES	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	21
FUND BALANCE - ENDING	<u><u>\$ 21</u></u>



Avalon Groves Community Development District
Construction In Progress A-2 (AA2)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Starting October 1, 2021 Ending July 31, 2022

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUES	
DEVELOPER FUNDING	-
INSURANCE CLAIM	\$ -
INTEREST	4
TOTAL REVENUES	<u>4</u>
EXPENDITURES	
REQUISITIONS	57,985
TRUSTEE FEES	-
TOTAL EXPENSE	<u>57,985</u>
TOTAL EXPENDITURES	<u>57,985</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(57,982)
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	57,982
FUND BALANCE - ENDING	<u><u>\$ 0</u></u>



Avalon Groves Community Development District
Construction In Progress 2019
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Starting October 1, 2021 Ending July 31, 2022

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUES	
DEVELOPER FUNDING	\$ -
INSURANCE CLAIM	-
INTEREST	0
TOTAL REVENUES	<u>0</u>
EXPENDITURES	
REQUISITIONS	-
TRUSTEE FEES	-
TOTAL EXPENSE	<u>-</u>
TOTAL EXPENDITURES	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	0
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1,175
FUND BALANCE - ENDING	<u><u>\$ 1,176</u></u>



Avalon Groves Community Development District
Bank Reconciliation
July 31, 2022

	<u>BU</u>
Balance Per Bank Statement	\$ 597,354.94
Less: Outstanding AP Checks	(9,177.25)
<i>Adjusted Bank Balance</i>	<u>\$ 588,177.69</u>

Beginning Bank Balance Per Books	\$ 613,514.89
Deposits & Interest	27,369.38
Cash Disbursements	(52,706.58)
<i>Balance Per Books</i>	<u>\$ 588,177.69</u>



EXHIBIT 21





LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

May 12, 2022

Ms. Patricia Comings-Thibault
Avalon Groves Community Development District
c/o DPFM Management and Consulting, LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746

**\$2,415,000 Avalon Groves Community Development District
Special Assessment Bonds, Series 2017 (Assessment Area One Project) ("Bonds")**

Dear Ms. Comings-Thibault:

Attached you will find our arbitrage rebate report for the above-referenced Bonds for the annual period ended April 5, 2022 ("Computation Period"). This report indicates that there is no cumulative rebate requirement liability as of April 5, 2022.

The next annual arbitrage rebate calculation date is April 5, 2023. We have provided an engagement letter for the next two computation periods ending April 5, 2023, and April 5, 2024 for you to sign and return. If you have any questions or comments, please do not hesitate to contact me at (850) 754-0311 or by email at liscott@llstax.com.

Sincerely,

Linda L. Scott

Linda L. Scott, CPA

cc: Ms. Janet Ricardo, Regions Bank



***Avalon Groves
Community Development
District***

*\$2,415,000 Avalon Groves Community Development
District Special Assessment Bonds, Series 2017
(Assessment Area One Project)*

For the period ended April 5, 2022





LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

May 12, 2022

Avalon Groves Community Development District
c/o DPFG Management and Consulting, LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746

Re: \$2,415,000 Avalon Groves Community Development District Special Assessment Bonds,
Series 2017 (Assessment Area One Project) ("Bonds")

Avalon Groves Community Development District ("Client") has requested that we prepare certain computations related to the above-described Bonds for the period ended April 5, 2022 ("Computation Period"). The scope of our engagement consisted of the preparation of computations to determine the Rebate Requirement for the Bonds for the Computation Period as described in Section 148(f) of the Internal Revenue Code of 1986, as amended ("Code"), and this report is not to be used for any other purpose.

In order to prepare these computations, we were provided by the Client with and have relied upon certain closing documents for the Bonds and investment earnings information on the proceeds of the Bonds during the Computation Period. The attached schedule is based upon the aforementioned information provided to us. The assumptions and computational methods we used in the preparation of the schedule are described in the Summary of Notes, Assumptions, Definitions and Source Information. A brief description of the schedule is also attached.

The results of our computations indicate a negative Cumulative Rebate Requirement of \$(183,187.78) at April 5, 2022. As such, no amount must be on deposit in the Rebate Fund.

As specified in the Form 8038G, the calculations have been performed based upon a Bond Yield of 6.1314%. Accordingly, we have not recomputed the Bond Yield.

The scope of our engagement was limited to the preparation of a mathematically accurate Rebate Requirement for the Bonds for the Computation Period based on the information provided to us. The Rebate Requirement has been determined as described in the Code, and regulations promulgated thereunder ("Regulations"), as applicable to the Bonds and in effect on the date of this report. We have no obligation to update this report because of events occurring, or information coming to our attention, subsequent to the date of this report.

LLS Tax Solutions Inc.



SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Avalon Groves Community Development District

May 12, 2022

\$2,415,000 Special Assessment Bonds, Series 2017 (Assessment Area One Project)

For the period ended April 5, 2022

NOTES AND ASSUMPTIONS

1. The issue date of the Bonds is April 6, 2017.
2. The end of the first Bond Year for the Bonds is April 5, 2018.
3. Computations of yield are based upon a 30-day month, a 360-day year and semiannual compounding.
4. We have assumed that the only funds and accounts relating to the Bonds that are subject to rebate under section 148(f) of the Code are shown in the attached schedule.
5. For investment cash flow purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedule. In determining the Rebate Requirement for the Bonds, we have relied on information provided by you without independent verification, and we can therefore express no opinion as to the completeness or suitability of such information for such purposes. In addition, we have undertaken no responsibility to review the tax-exempt status of interest on the Bonds.
6. We have assumed that the purchase and sale prices of all investments as represented to us are at fair market value, exclusive of brokerage commissions, administrative expenses, or similar expenses, and representative of arms' length transactions that did not artificially reduce the Rebate Requirement for the Bonds, and that no "prohibited payments" occurred and no "imputed receipts" are required with respect to the Bonds.
7. Ninety percent (90%) of the Rebate Requirement as of the next "computation date" ("Next Computation Date") is due to the United States Treasury not later than 60 days thereafter ("Next Payment Date"). (An issuer may select any date as a computation date, as long as the first computation date is not later than five years after the issue date, and each subsequent computation date is no more than five years after the previous computation date.) No other payment of rebate is required prior to the Next Payment Date. The Rebate Requirement as of the Next Computation Date will not be the Rebate Requirement reflected herein but will be based on future computations that will include the period ending on the Next Computation Date. If all of the Bonds are retired prior to what would have been the Next Computation Date, one hundred percent (100%) of the unpaid Rebate Requirement computed as of the date of retirement will be due to the United States Treasury not later than 60 days thereafter.
8. For purposes of determining what constitutes an "issue" under section 148(f) of the Code, we have assumed that the Bonds constitute a single issue and are not required to be aggregated with any other bonds.

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Avalon Groves Community Development District

May 12, 2022

\$2,415,000 Special Assessment Bonds, Series 2017 (Assessment Area One Project)

For the period ended April 5, 2022

NOTES AND ASSUMPTIONS (cont'd)

9. The accrual basis of accounting has been used to calculate earnings on investments. Earnings accrued but not received at the last day of the Computation Period are treated as though received on that day. For investments purchased at a premium or a discount (if any), amortization or accretion is included in the earnings accrued at the last day of the Computation Period. Such amortization or accretion is computed in such a manner as to result in a constant rate of return for such investment. This is equivalent to the "present value" method of valuation that is described in the Regulations.
10. No provision has been made in this report for any debt service fund. Under section 148(f)(4)(A) of the Code, a "bona fide debt service fund" for public purpose bonds issued after November 10, 1988 is not subject to rebate if the average maturity of the issue of bonds is at least five years and the rates of interest on the bonds are fixed at the issue date. It appears and has been assumed that the debt service fund allocable to the Bonds qualifies as a bona fide debt service fund, and that this provision applies to the Bonds.
11. The District is issuing the Bonds to provide funds to (i) finance the costs of certain public infrastructure for the development of a designated assessment area within the District (herein "Assessment Area One") that support the District, consisting of certain roadway improvements, stormwater management and control facilities (including, but not limited to, related earthwork), land acquisition (limited to \$2,500,000 from the proceeds of the Bonds), parks and recreational facilities, water and wastewater systems, landscaping in public rights-of-way (including, but not limited to, entrance features and signage), and all related soft and incidental costs, referred to herein collectively as the "Assessment Area One Project" (ii) fund a deposit to the Series 2017 Reserve Account, (iii) fund capitalized interest on the Bonds through May 1, 2018 and (iv) pay costs of issuance of the Bonds.

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Avalon Groves Community Development District

May 12, 2022

\$2,415,000 Special Assessment Bonds, Series 2017 (Assessment Area One Project)

For the period ended April 5, 2022

DEFINITIONS

1. *Bond Year*: Each one-year period that ends on the day selected by the Client. The first and last Bond Years may be shorter periods.
2. *Bond Yield*: The yield that, when used in computing the present value (at the issue date of the Bonds) of all scheduled payments of principal and interest to be paid over the life of the Bonds, produces an amount equal to the Issue Price.
3. *Allowable Earnings*: The amount that would have been earned if all nonpurpose investments were invested at a rate equal to the Bond Yield, which amount is determined under a future value method described in the Regulations.
4. *Computation Date Credit*: A credit allowed by the Regulations as a reduction to the Rebate Requirement on certain prescribed dates.
5. *Rebate Requirement*: The excess of actual earnings over Allowable Earnings and Computation Date Credits.
6. *Issue Price*: Generally, the initial offering price at which a substantial portion of the Bonds is sold to the public. For this purpose, 10% is a substantial portion.

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Avalon Groves Community Development District

May 12, 2022

\$2,415,000 Special Assessment Bonds, Series 2017 (Assessment Area One Project)

For the period ended April 5, 2022

SOURCE INFORMATION

Bonds

Source

Closing Date

Form 8038G

Bond Yield

Form 8038G

Investments

Source

Principal and Interest Receipt Amounts
and Dates

Trust Statements

Investment Dates and Purchase Prices

Trust Statements

**SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND
DESCRIPTION OF SCHEDULE**

Avalon Groves Community Development District

May 12, 2022

\$2,415,000 Special Assessment Bonds, Series 2017 (Assessment Area One Project)

For the period ended April 5, 2022

DESCRIPTION OF SCHEDULE

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

Schedule 1 sets forth the amount of interest receipts and gains/losses on sales of investments and the calculation of the Rebate Requirement.

\$2,415,000 AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2017 (ASSESSMENT AREA ONE PROJECT)

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

4 / 6 / 2017 ISSUE DATE
4 / 6 / 2021 BEGINNING OF COMPUTATION PERIOD
4 / 5 / 2022 COMPUTATION DATE

DATE	FUND/ACCOUNT	INVESTMENT VALUE AT COMPUTATION DATE	EARNINGS ON INVESTMENTS	OTHER DEPOSITS (WITHDRAWALS)	FUTURE VALUE AT BOND YIELD 6.1314%	ALLOWABLE EARNINGS
4 / 6 / 2021	BEGINNING BALANCE		0.00	0.44	0.47	0.03
4 / 5 / 2022	ACQUIS & CONST FUND		0.00	0.00	0.00	0.00
		0.44	0.00	0.44	0.47	0.03
4 / 6 / 2021	BEGINNING BALANCE		0.00	175,706.74	186,613.85	10,907.11
5 / 3 / 2021	DEBT SERVICE RESERVE FUND		1.44	0.00	0.00	0.00
6 / 1 / 2021	DEBT SERVICE RESERVE FUND		1.49	0.00	0.00	0.00
7 / 1 / 2021	DEBT SERVICE RESERVE FUND		1.44	0.00	0.00	0.00
8 / 2 / 2021	DEBT SERVICE RESERVE FUND		1.49	0.00	0.00	0.00
9 / 1 / 2021	DEBT SERVICE RESERVE FUND		1.49	0.00	0.00	0.00
10 / 1 / 2021	DEBT SERVICE RESERVE FUND		1.44	0.00	0.00	0.00
11 / 1 / 2021	DEBT SERVICE RESERVE FUND		1.49	0.00	0.00	0.00
12 / 1 / 2021	DEBT SERVICE RESERVE FUND		1.44	0.00	0.00	0.00
12 / 2 / 2021	DEBT SERVICE RESERVE FUND		1.76	0.00	0.00	0.00
1 / 3 / 2022	DEBT SERVICE RESERVE FUND		1.49	0.00	0.00	0.00
2 / 1 / 2022	DEBT SERVICE RESERVE FUND		1.49	0.00	0.00	0.00
3 / 1 / 2022	DEBT SERVICE RESERVE FUND		1.35	0.00	0.00	0.00
4 / 1 / 2022	DEBT SERVICE RESERVE FUND		9.02	0.00	0.00	0.00
		175,733.57	26.83	175,706.74	186,613.85	10,907.11
		175,734.01	26.83	175,707.18	186,614.32	10,907.14
	ACTUAL EARNINGS		26.83			
	ALLOWABLE EARNINGS		10,907.14			
	REBATE REQUIREMENT		(10,880.31)			
	FUTURE VALUE OF 4/5/2021 CUMULATIVE REBATE REQUIREMENT		(170,477.47)			
	COMPUTATION DATE CREDIT		(1,830.00)			
	CUMULATIVE REBATE REQUIREMENT		(183,187.78)			



EXHIBIT 22





Cascade Fountains

A Division of Fountain Design Group
7628 NW 6th Ave, Boca Raton FL, 333487
(561)994-3939
jeannie@cascadefountains.com

Repair Quote

Date: 27-Jul-2022 09:50 AM

Quote #: 1029

AVALON GROVE

c/o DPGF MANAGEMENT & CONSULTING 250
INTERNATIONAL PARKWAY, STE. 208
LAKE MARY, 32746
Florida, United States

Scope of work: Our Technicians were on site installing a new pump and motor on the lake fountain. When the pulled the power cable for the motor/pump system they found that the cable was full of water. This is what caused the motor and pump to fail on the fountain. We will need to install 250' of 8/4 SOW Power cable on the fountain to get the fountain up and running.

Notes:

Quantity	Description	Unit Price (\$)	GST Rate (\$)	Sub Total (\$)
250.00	8/4 Submersible Pump/Motor Power Cable	13.32	0.00	3,330.00
2.00	A2 Splice Kit	83.82	0.00	167.64
1.00	Labor To Install and Repair	525.00	0.00	525.00
Sub Total:				\$ 4,022.64
Tax Rate Amount:				\$ 0.00
Quote Total (Tax Rate Incl.):				\$ 4,022.64

**Respectfully Submitted by,
Fountain Design Group**

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Fountain Design Group, Inc. is authorized to complete the work as specified.

Candice
Smith

Signature:

Date of Acceptance

Conditions: All work is to be completed in a workmanlike manner. Any alteration from specifications involving extra costs will be executed only upon written approval from the client, and will become an additional charge from the approved proposal amount.

