



## **AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**

### ***Advanced Meeting Package***

#### ***Workshop***

#### ***Date/Time:***

***Thursday***

***September 12, 2024***

***10:00 a.m.***

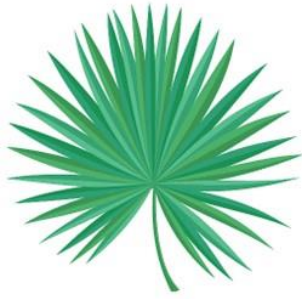
#### ***Location:***

***Palms at Serenoa Clubhouse***

***17244 Bay Cedar Way,***

***Clermont, FL 34714***

***Note: The advanced workshop package is a working document and thus all materials are considered DRAFTS prior to presentation.***



# Avalon Groves Community Development District

c/o Vesta District Services  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
321-263-0132 x742

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

Dear Board Members:

The Workshop of the Board of Supervisors of the Avalon Groves Community Development District is scheduled for **Thursday, September 12, 2024 at 10:00 a.m.** at Palms at **Serenoa Clubhouse – 17244 Bay Cedar Way, Clermont, FL 34714.**

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

Should you have any questions regarding the agenda, please contact the District Manager at (321) 263-0132 X 742 or [kdarin@vestadpropertyervices.com](mailto:kdarin@vestadpropertyervices.com).

Sincerely,

*Kyle Darin*

Kyle Darin  
District Manager

Cc: Attorney  
District Records



# AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Thursday September 12, 2024  
 Time: 10:00 a.m.  
 Location: Palms at Serenoa Clubhouse  
 17244 Bay Cedar Way  
 Clermont, FL 34714

## Workshop Agenda

*The Workshop is convened to discuss any matters that may come before the Board.  
 No decisions will be made, nor action taken, on behalf of the CDD at this workshop.*

### I. Call to Order

### II. Selection of Workshop Secretary

### III. Audience Comments

### IV. Discussion Items

- A. Liaison Role Job Descriptions [Exhibit 1](#)
- B. Public Affairs Bi-Monthly Fact Sheet (*Aube*)
- C. Vesta Contracts (*Aube*) [Exhibit 2](#)
  - 1. [District Management](#)
  - 2. [Field Services](#)
- D. Finance Reviews (*Aube*) [Exhibit 3](#)
  - 1. Lighting Repair and Service Contract (*Mastrangeli*) [Exhibit 4](#)
- E. Field Request Management and Communication (*Mastrangeli*)
- F. FY 2025 Goals And Objectives [Exhibit 5](#)
- G. Other Business

### V. Next Meeting Announcements

#### Workshop

**10:00 a.m. on October 10, 2024**  
 Palms at Serenoa Clubhouse  
 17244 Bay Cedar Way, Clermont, FL 34714

#### Regular Meeting

**10:00 a.m. on September 26, 2024**  
 Serenoa Club Amenity Center  
 17555 Sawgrass Bay Blvd., Clermont, FL 34714

### VI. Adjournment



# EXHIBIT 1



# Avalon Groves CDD Supervisor Liaisons

## **Landscape and Environmental** (Mr. Weston/Mr. Mastrangeli)

- Landscape management
- Lakes and Ponds
- Storm water system
- Wildlife Management

## **Amenities** (Mr. Mastrangeli)

- Playground and equipment
- Mail Facilities
- Lights
- Sidewalks and roads

## **Public Safety** (TBD)

- Vehicular & Pedestrian Traffic
- POA, HOA, Lake County relationships

## **Finance** (Mr. Wolski)

- FY 2025 Budget
- Contract Management
- Audit Review

## **Public Information** (Mr. Aube)

- Communication, website and information distribution

*This portfolio will include oversight over all public information of the CDD; including agendas, public notifications, communications on policy matters before the CDD and other matters as directed by the Board of Supervisors. This effort is to insure greater clarity, transparency and accuracy in informing the CDD residents.*

*The liaison shall work closely with the management team and legal team and others. The liaison is not responsible to execute such action but will update the Board of Supervisors on activities.*



# Avalon Groves CDD Supervisor Liaisons

## **Accountability** (Mr. Aube/Mr. Weston)

- Complaint Systems
- Governance Management
- Election and Training of Supervisors
- Public Disclosures and Requirements & Compliance

*This portfolio will include shared oversight of other portfolios with the assigned supervisor and management and legal teams. Design and development of accountability flow charts to include project, assignment, date of origin and completion. These flow chart reports shall be reviewed at regularly scheduled Supervisor meetings. The goals being greater accountability and transparency*



# EXHIBIT 2



**AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN THE  
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT AND DPFM MANAGEMENT &  
CONSULTING, LLC**

**THIS DISTRICT MANAGEMENT SERVICES AGREEMENT ("Agreement")** is made effective as of the 1st day of October, 2022, by and between:

**AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o DPFM Management & Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District**"); and

**DPFM MANAGEMENT & CONSULTING, LLC**, a Florida limited liability company, and whose mailing address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**Manager**").

1. **PURPOSE; SCOPE OF SERVICES:** The purpose of Agreement for professional district management services is for the Manager to provide professional district management services to the District pursuant to Chapter 190, *Florida Statutes*, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "**Services**").

a. **SCOPE OF SERVICES.** The Manager shall provide the following ongoing services ("**Services**") to the District on a monthly basis pursuant to this Agreement and as more particularly described in **Exhibit A**:

- i. **Management** - services include services include the conducting of one (1) four (4) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management; and
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, *Florida Statutes*, and the District's adopted Rules of Procedure, preparation and delivery of agenda; and
- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, monthly production of Unaudited Financial Statements, filing of annual reports as required, filing of audit reports as required, and monitoring of trust account activity; and
- iv. **Assessment Administration** - services include all functions necessary for the timely billing, collection, and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to,

assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments; and

- v. **Dissemination Agent Services** – services include providing the ongoing disclosure requirements and duties listed in the agreements of all series of bonds issued by the District, facilitating the District’s compliance with the Securities and Exchange Commission’s Rule 15c2-12(b)(5).

- b. **ADDITIONAL SERVICES.** In addition to the Services described above, or in any addendum executed between the parties, the District may, from time to time, require additional services from the Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the Services as described herein, as well as any changes in the scope requested by the District, will be considered “**Additional Services.**” If any Additional Services are required or requested, the Manager will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Manager shall undertake the Additional Services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the Manager.

2. **TERM.** The Manager’s services as provided in this Agreement shall commence upon execution of this Agreement, and shall continue through September 30 in the year in which the Agreement becomes effective. This Agreement shall automatically renew annually unless terminated pursuant to its terms. The Manager acknowledges that the prices of this Agreement are firm and that the Manager may change the prices only with the District’s written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

### 3. **FEES AND EXPENSES; PAYMENT TERMS.**

#### a. **FEES AND EXPENSES.**

- i. A schedule of fees for the Services described in this Agreement is shown in **Exhibit A** to this Agreement, which is attached hereto and incorporated herein (“**Fee Schedule**”). The District shall pay the Manager for the services provided under the terms of this Agreement in accordance with the Fee Schedule. For purposes of the Manager’s compensation for services provided pursuant to this Agreement, the District shall compensate the Manager only for those services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Manager will invoice the District for the Manager’s services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit A**. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
- ii. Fees for the Services in this Agreement may be negotiated annually by the parties. Any amendment to Services fees must comply with the amendment procedure in

this Agreement and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any such fees or expenses. In no event shall the fees be increased to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

- iii. In the event the District authorizes a change in the scope of services requested, Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the parties before Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Manager or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit A**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

**b. PAYMENT TERMS.**

- i. **Services.** Services will be billed monthly as a fixed fee pursuant to the Fee Schedule. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), *Florida Statutes*, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, *Florida Statutes*.
- ii. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 1 will be billed monthly on an hourly basis for the hours incurred at the Manager's then-current hourly rate.
- iii. **Out-of-Pocket Expenses.** Out-of-pocket expenses of the Manager will be billed monthly as incurred.
- iv. The Manager shall have the right to suspend services being provided as outlined in this Agreement if the District fails to pay Manager's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 *Florida Statutes*. Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.

- v. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

4. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other Managers, contractors, or employees, as required, for the Manager to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

5. **TERMINATION.**

- a. This Agreement may be terminated as follows:
  - i. By the District for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the Manager, or failure of the Manager to perform the Services as required under this Agreement; or
  - ii. Upon the dissolution or court-declared invalidity of the District; or
  - iii. By the Manager or District, for any reason, upon provision of a minimum of sixty (60) days' written notice of termination to the address noted herein.
- b. Upon the termination of this Agreement, the Manager agrees to take all reasonable and necessary actions to transfer to the District, or to such other party as directed by the District, all the books and records of the District in the Manager's possession in an orderly fashion. The portion of the fees and any other amounts due and owing to the Manager under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement, subject to any offsets due District may have for services not performed or not performed in accordance with the Agreement. The District's obligation to make payment to the Manager of the portion of the fees and any other amounts due and owing to Manager under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

6. **REPRESENTATIONS AND ACKNOWLEDGEMENTS.**

- a. The Manager shall devote such time as is reasonably necessary to perform the Services.
- b. The Manager agrees that all Services shall be performed by skilled and competent personnel.
- c. The Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Manager agrees to take steps to repair any damage resulting from the Manager's activities and work pursuant to the Agreement within twenty-four hours (24) hours
- d. The Manager represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, *Florida Statutes*.

The Manager further represents that no person having any such interest shall be employed by the Manager to perform the Services or any portion thereof.

- e. The Manager shall promptly notify the District in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Manager's judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, identify the nature of work that the Manager may undertake, if applicable, and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Manager. The District agrees to notify the Manager of its opinion within thirty (30) days of receipt of any notification by the Manager pursuant to this Section 6. If, in the opinion of the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Manager, the District shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the District by the Manager under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The Manager shall be free to perform services similar to the type of services offered to the District as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the Manager from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.
- f. The District acknowledges that the Manager is not an attorney and may not render legal advice or opinions. Although the Manager may participate in the accumulation of information necessary for use in documents required by the District in order to finalize any particular matters, such information shall be verified by the District as to its correctness; provided, however, that the District shall not be required to verify the correctness of any information originated by the Manager in connection with the Services.

## 7. INDEMNIFICATION; SOVEREIGN IMMUNITY.

- a. **MANAGER INDEMNIFICATION.** To the extent allowable under applicable law and except and to the extent caused by the gross negligence or willful misconduct of the District, the Manager agrees to indemnify and hold the District and its respective officers, directors, employees, agents, successors and assigns (District and each such person being an "**Indemnified Party**") harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses, including without limitation, attorney's fees suffered, sustained, incurred or required to be paid by any Indemnified Party related to or arising out of the negligent, reckless, and/or intentionally wrongful acts or omissions of the Manager pursuant to this Agreement. In the event that the Manager receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with Manager's indemnity obligations hereunder, the Manager shall give the District prompt

notice of such proceedings and shall inform the District in advance of all hearings regarding such action, claim, suit, proceeding, or investigation.

- b. **DISTRICT INDEMNIFICATION.** To the extent the Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, *Florida Statutes*), the District agrees to indemnify, defend, and hold harmless the Manager from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the grossly negligent or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness or willful misconduct of the Manager or its employees. The District's obligation to defend, indemnify, and hold harmless the Manager as set forth herein shall not exceed the monetary limits of any endorsement listing the Manager as an additional insured party under the District's insurance policy. If there is no such endorsement, the District's defense, indemnity, and hold harmless obligations as set forth in this Section shall not exceed the monetary limitations of liability set forth in Section 768.28, *Florida Statutes*.
- c. **INDEMNIFICATION OBLIGATIONS.** Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- d. **SOVEREIGN IMMUNITY.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law, including to the extent that the Manager may be deemed to be an agent of the District.

## 8. INSURANCE.

- a. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- b. The Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:
  - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv. Employment Practices Liability Insurance with limit of Two Million Dollars

(\$2,000,000.00) per each occurrence.

- v. Comprehensive Automobile Liability Insurance for all vehicles used by the Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- c. Except with respect to Professional Liability, Employment Practices Liability Insurance, and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days' written notice to the District. Manager will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- d. If the Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

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

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, OR BY EMAIL AT LKRAUSE@DPFGMC.COM, OR BY REGULAR MAIL AT**

**C/O DPFG MANAGEMENT & CONSULTING, LLC, 250 INTERNATIONAL  
PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.**

10. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties as follows:

**If to the District:** Avalon Groves Community Development District  
c/o DPFG Management & Consulting, LLC  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
Attn: District Manager

**With a copy to:** KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, FL 32303  
Attn: District Counsel

**If to the Manager:** DPFG Management & Consulting, LLC  
250 International Parkway, Suite 208  
Lake Mary, FL 32746

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Manager may deliver Notice on behalf of the District and the Manager, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

11. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Manager.

12. **ASSIGNMENT.** Except as provided in this section, neither the District nor the Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Manager or the District without the prior written approval of the other party is void.

13. **CONTROLLING LAW.** Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in the County in which the District is located.

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

**15. MERGER PROVISION.** This instrument, together with its exhibits, contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, between the parties, with respect thereto. This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

**16. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Manager under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**17. ATTORNEY'S FEES.** In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

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

**19. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**20. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted,

chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

21. **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.

22. **E-VERIFY.** The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Manager has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Manager represents that no public employer has terminated a contract with the Manager under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

23. **SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

24. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

25. **EFFECTIVE DATE.** This Agreement shall become effective upon execution by both the District and the Manager, and shall remain effective until terminated by either the District or the Manager in accordance with the provisions of this Agreement.

***(Remainder of this page is left blank intentionally)***

**THEREFORE**, the Manager and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

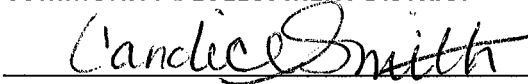
**DPFG MANAGEMENT & CONSULTING, LLC**



By: Howard McGaffney

Its: Vice President

**AVALON GROVES  
COMMUNITY DEVELOPMENT DISTRICT**



By: CANDICE SMITH

Its: CHAIRMAN

**Exhibit A: Services and Fee Schedule**

**Exhibit A**  
Services and Fee Schedule



**Avalon Groves Community Development District**  
**Attention Candice Smith**  
**Chairperson-Avalon Groves CDD**

**DPFG Management & Consulting, LLC**  
**250 International Parkway, Ste. 208**  
**Lake Mary, Florida 32746**

**Re: Avalon Groves Community Development District – Updated Fee Schedule for District Management Services**

**October 25, 2022**

**Dear Madam Chair:**

On behalf of DPFG Management and Consulting., it is our pleasure to submit the following Updated Fee Schedule for **District Management, Dissemination Agent, Assessment Methodology Consultant Services** to Avalon Groves Community Development District.

As previously announced, DPFG became a part of Vesta Property Services in September of 2020. This acquisition allows for enhanced Field Services to be offered by Vesta, as well it provides our clients options for additional services provided by our Amenity Division.

DPFG will continue to provide limited District Management Services to the District and will be preparing a separate proposal from the Field Services we provide the District. If in the future, there is a demand for expanded Amenity/Field Services for the District, Vesta Property Services can prepare the proposal and assist in developing the scope of work for Amenity and Field Services. At that appropriate time, DPFG's agreement with the District can be dissolved with no disruption to District Management Services.

Thank you for your consideration of our updated fee schedule. We very much look forward to the opportunity in continuing to serve the community and working with the District's Board of Supervisors, and District Staff. Should you have any questions or require additional information, please feel free to contact me directly at **(904) 386-0186** or **hmac@vestapropertyservices.com**.

Most respectfully,

**Howard McGaffney**

Vice President

DPFG Management and Consulting, LLC.

A Vesta Property Services Company.

## **SCHEDULE OF FEES FOR DISTRICT MANAGEMENT SERVICES**

**DPFG Management and Consulting**, proposes the following fee structure for District Management, Dissemination Agent, Administration, Recording, Financial Accounting for General Fund, Debt Service Fund and a Reserve Fund, and the Assessment Roll Services provided to the Avalon Groves Community Development District (the "District"):

| <b>SERVICES</b>                  | <b>PROPOSED FEES</b>     |
|----------------------------------|--------------------------|
| <b>District Management</b>       | <b>\$32,960 annually</b> |
| <b>Dissemination Agent</b>       | <b>\$5,150 annually</b>  |
| <b>Assessment Administration</b> | <b>Included</b>          |
| <b>Accounting</b>                | <b>Included</b>          |
| <b>Administration Services</b>   | <b>Included</b>          |
| <b>TOTAL DISTRICT MANAGEMENT</b> | <b>\$38,110 annually</b> |

### **District Management Services Include:**

- Payments will be made in 12 equal monthly installments beginning **October 1, 2022, through September 30, 2023**
- Annual CPI adjustment will be presented to the Board and approved through the annual budget approval process by the Board.
- Up to 10 meetings per year, 4 hours in length.

### **Assessment Administration Services Include:**

- Assessment Roll Preparation and Re-amortization schedule, preparing of the assessment roll and the timely submittal of the roll to the tax collector. Certification, direct billing, and funding request processing,
- Estoppel letters, bond payoff information and other collection related work shall be provided to property owner and realtors. Estoppels will be billed at state approved levels.

### **Accounting Services Include:**

- Monthly accounts payable, construction accounting, monthly production of Unaudited Financial Statements, Filing the Annual Financial Report, Filing the Annual Independent Audit, and other usual and customary accounting services required of CDD's

### **Administrative Services Include:**

- Agenda Preparation, record keeping, filing of records/reports with local/state agencies including the Florida Commission on Ethics, administrator over the website contractor, providing administrative support services to the District Manager.
- Tablets/electronic device for Supervisors use at meetings.

### **Dissemination Agent Services include:**

- Payment made annually in the month of October each year.
- Providing the ongoing disclosure requirements and duties listed in the agreements of all series of Bonds issued by the District, facilitating the District's compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5).

***District Management Services outlined above can be terminated with 60 days written notice by either party.***

## Schedule of Additional Fees

1. **Additional District Meetings:** The District Management fees proposed are based upon the District holding up to 10 regular meetings each year that each last up to 4 hours in length.
  - a. \$175/hour: An additional \$175/hour fee will be billed to the District, for each hour past the initial 4-hour meeting timeframe included in this proposal.
  - b. \$800 per meeting: Additional meetings or workshops outside of the aforementioned amount will be billed to the District at a total fee of \$800/per meeting.
2. **Postage and freight are not included in this proposal and will be billed upon actual costs incurred.**
3. **Debt Service Fund Accounting & Assessment Collection Services:** If the District issues additional debt after September 30<sup>th</sup>, 2022, the proposed fee for these services would be \$2,500 annually per additional series of notes or bond issuances.
4. **Assessment Methodology Consultant Services (Special Methodology Reports):**
  - a. Additional Bond Issuance Fee: \$15,000 per additional bond issuance.
  - b. Refinance Fee: \$15,000 per bond refinance
5. **Long Term Capital Planning:**
  - a. Long Term Capital Planning: \$15,000 (onetime fee)
  - b. This fee includes the costs associated with DPFG providing all the Capital Planning, Funding, and Infrastructure Reinvestment Budgeting, producing a long term (10 year) financial outlook model to help the District/ Board to plan for future costs and identify future assessment values for Operations and Maintenance as well as Infrastructure/Capital Items. Note: Does not include a Reserve Study.
6. **Additional Services:** Should Vesta Property Services, Inc. be requested to provide additional services on behalf of the District not covered in this proposal, fees for such services shall negotiated in accordance with the terms mutually agreed upon by the District and Vesta Property Services, Inc.

## PROFESSIONAL FIELD SERVICES AGREEMENT

**THIS PROFESSIONAL FIELD SERVICES AGREEMENT ("Agreement")** is made effective as of the 1st day of October, 2022, by and between:

**AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o DPFG Management & Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District**"); and

**DPFG MANAGEMENT & CONSULTING, LLC**, a Florida limited liability company, and whose mailing address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**Consultant**").

1. **PURPOSE; SCOPE OF SERVICES:** The purpose of this Agreement is for the Consultant to provide professional field services to the District pursuant to Chapter 190, *Florida Statutes*. A detailed description of these services is provided below and in **Exhibit A**. All persons performing the Services will be employees of the Consultant. Consultant and the District each acknowledge and agree that persons performing Services pursuant to this Agreement are not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise.

- a. **STANDARD ON-GOING SERVICES.** The Consultant shall provide the following standard on-going services ("**Services**") to the District on a monthly basis, pursuant to this Agreement and as set forth in **Exhibit A**.
- i. Perform two (2) site visits per month for the purpose of inspecting landscape and pond maintenance to ensure oversight of onsite contractors and compliance with the District's agreements with District vendors and contractors; and
  - ii. Provide the District with one (1) monthly written report ("**Field Services Report**"), which shall be provided in the District's agenda package and include, among other things, recommended action items; and
  - iii. Upon request of the District, attend monthly District meetings in person or via phone to review the Field Services Report; and
  - iv. Notify contractors about deficiencies in service or need for additional care; and
  - v. Monitor the progress of contractors in accordance with scope of work provided in contracts with the District, which may be amended from time to time; and
  - vi. Provide input for preparation of the District's annual budget; and
  - vii. Upon request, prepare and develop a scope of services for field services proposals and oversee bidding process; and

viii. Obtain field services proposals as requested by the District and provide them to the District Manager.

- b. **ADDITIONAL SERVICES.** In addition to the Services described above, or in any addendum executed between the parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered "**Additional Services.**" If any Additional Services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any Additional Services. The Consultant shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the Consultant.

2. **TERM.** The Consultant's Services as provided in this Agreement shall commence upon execution of this Agreement, and shall continue through September 30 in the year in which the Agreement becomes effective. This Agreement shall automatically renew annually thereafter unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Agreement are firm and that the Consultant may change the prices only with the District's written consent. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

3. **FEES AND EXPENSES; PAYMENT TERMS.**

a. **FEES AND EXPENSES.**

i. A schedule of fees for the Services described in this Agreement is shown in **Exhibit A** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Agreement in accordance with the schedule of fees in **Exhibit A**. For purposes of the Consultant's compensation for services provided pursuant to this Agreement, the District shall compensate the Consultant only for those services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit A**. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.

ii. Fees for the Services in this Agreement may be negotiated annually by the parties. Any amendment to Services fees must comply with the amendment procedure in this Agreement and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any such fees or expenses.

iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee

amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

iv. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit A**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

**b. PAYMENT TERMS.**

i. **Standard On-going Services.** Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit A**. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), *Florida Statutes*, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, *Florida Statutes*.

ii. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 1 will be billed monthly on an hourly basis for the hours incurred at the Consultant's then-current hourly rate.

iii. **Out-of-Pocket expenses.** Out-of-pocket expenses of the Consultant will be billed monthly as incurred.

iv. The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 *Florida Statutes*. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

v. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

4. **PROTECTION OF PROPERTY.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Agreement within twenty-four hours (24) hours.

5. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal

counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

6. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

7. **TERMINATION.** Either party may terminate this Agreement for cause immediately upon written notice to the other party, or without cause, and for any or no reason, upon thirty (30) days' written notice to the other party. Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Agreement, but only for services rendered through the termination date, and subject to any off-sets that the District may have. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

8. **INDEMNIFICATION.**

- a. **DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability, including the monetary limits, set forth in Section 768.28, *Florida Statutes*), and except and to the extent caused by the negligent, reckless or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. Nothing in this Agreement shall serve as or be construed as a waiver by the District of any defense of sovereign immunity or the limitations on liability contained in Section 768.28, *Florida Statutes*, or any other law, including to the extent that the Consultant may be deemed to be an agent of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.
- b. **CONSULTANT INDEMNIFICATION.** The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, directors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

- c. Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

9. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law.

10. **INSURANCE.**

- a. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- b. The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:
  - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
  - v. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
  - vi. Commercial Crime insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- c. Except with respect to Professional Liability, Employment Practices Liability Insurance, and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days' written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- d. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's

obtaining the required insurance.

11. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is DPFG Management & Consulting, LLC ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Consultant'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 Consultant, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 C/O DPFG MANAGEMENT & CONSULTING, LLC, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.**

12. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties as follows:

**If to the District:**

Avalon Groves Community Development District  
c/o DPFG Management & Consulting, LLC  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
Attn: District Manager

**With a copy to:**

KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, FL 32303  
Attn: District Counsel

**If to the Consultant:**

DPFG Management & Consulting, LLC  
250 International Parkway, Suite 208  
Lake Mary, FL 32746

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

13. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Consultant.

14. **ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.

15. **CONTROLLING LAW.** Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in the County in which the District is located.

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

17. **MERGER PROVISION.** This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Consultant relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

18. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

19. **ATTORNEY'S FEES.** In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

20. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Consultant 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, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.

21. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances.

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

23. **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.

24. **E-VERIFY.** The Consultant, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Consultant further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

25. **SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

26. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly

waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

27. **EFFECTIVE DATE.** This Agreement shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Agreement.

*(Remainder of this page is left blank intentionally)*



Therefore, the Consultant and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

**DPFG MANAGEMENT & CONSULTING, LLC**



By: Howard McGaffney

Its: Vice President

**AVALON GROVES  
COMMUNITY DEVELOPMENT DISTRICT**



By: CANDICE SMITH

Its: CHAIRMAN

**Exhibit A – Scope of Services/Consultant's Proposal**



**EXHIBIT A**  
Scope of Services/Consultant's Proposal

Consultant shall provide monthly field services, including:

1. Facilitate and assist with obtaining proposals for the maintenance of the District property and facilities; and
2. Coordination and oversight of maintenance services for the District property and facilities; and
3. Coordination with vendors to ensure all maintenance services are in compliance with Agreement specifications; and
4. Conduct maintenance inspections of the District property and facilities, including all District landscaping and irrigation areas, conservation areas, stormwater ponds, and other facilities and property; and
5. Review invoices from vendors, and make recommendations to District Manager regarding payment of any such invoices; and
6. Interface with vendors regarding deficiencies in service or need for additional services; and
7. Obtain proposals for maintenance services as requested by the District and provide them to the District Manager; and
8. Cause routine repair work or normal maintenance to be performed as may be required for the operation of the District property and facilities, or as required under applicable government permits; and
9. Document, report and coordinate with local law enforcement and other authorities regarding all accidents, vandalism and other unforeseen events that occur on District property; and
10. Assist with preparation of operations budget for District property and facilities; and
11. Promptly respond to and address all landowner requests, concerns and questions; and
12. Attend monthly District meetings and provide a monthly report of District needs related to the site.

*[Continues on next page]*



**EXHIBIT A (continued)**



**Avalon Groves Community Development District  
Attention Candice Smith  
Chairperson-Avalon Groves CDD**

**DPFG Management & Consulting, LLC  
250 International Parkway, Ste. 208  
Lake Mary, Florida 32746**

**Re: Avalon Groves Community Development District – Updated Fee Schedule for Field Services**

**October 25, 2022**

**Dear Madam Chair:**

On behalf of DPFG Management and Consulting., it is our pleasure to submit the following Updated Fee Schedule for **Field Services** to Avalon Groves Community Development District.

DPFG Management & Consulting, offers to continue providing Field Services to the District, limited to scope of services covered in the table accompanying this letter, under the Schedule of Fees for Field Services. As demand for expanded Amenity/Field Services for the District is needed, Vesta Property Services can prepare the proposal and assist in developing the scope of work for Amenity and Field Services. At that appropriate time, DPFG's agreement with the District can be dissolved with no disruption to District Management Services with only a 30 day written notice.

Thank you for your consideration of our updated fee schedule. We very much look forward to the opportunity in continuing to serve the community and working with the District's Board of Supervisors, and District Staff. Should you have any questions or require additional information, please feel free to contact me directly at (904) 386-0186 or [hmac@vestapropertyservices.com](mailto:hmac@vestapropertyservices.com).

Most respectfully,

A handwritten signature in black ink, appearing to read 'H. McGaffney'.

**Howard McGaffney**

Vice President

DPFG Management and Consulting, LLC.

A Vesta Property Services Company.

## **SCHEDULE OF FEES FOR FIELD SERVICES**

**DPFG Management and Consulting**, proposes the following fee structure for Field Services to be provided to the Avalon Groves Community Development District (the "District"):

| <b>SERVICES</b>       | <b>PROPOSED FEES</b>    |
|-----------------------|-------------------------|
| <b>Field Services</b> | <b>\$6,180 annually</b> |

### **Monthly Field Services Include:**

- Payments will be in 12 equal monthly installments.
- oversight of vendors, submitting a written monthly Field Services Report, to be included in the agenda.
- Conduct 2 site visits per month for the purpose of inspecting landscape and pond maintenance in accordance with District's agreements and meeting with District vendors and contractors.
- Execute the direction from Board Meetings related to Field Services, including soliciting proposals, and coordinating field services work.

# EXHIBIT 3



# Avalon Groves Community Development District

Financial Statements  
(Unaudited)

Preliminary

July 31, 2024



**Avalon Groves Community Development District**  
**Balance Sheet**  
**July 31, 2024**

|                                                | <b>General<br/>Fund</b> | <b>Debt Service<br/>2017</b> | <b>Debt Service<br/>2017 A-1</b> | <b>Debt Service<br/>2019</b> | <b>Debt Service<br/>2021 Ph 3/4</b> | <b>Debt Service<br/>2021</b> | <b>Debt Service<br/>2022</b> | <b>TOTAL</b>        |
|------------------------------------------------|-------------------------|------------------------------|----------------------------------|------------------------------|-------------------------------------|------------------------------|------------------------------|---------------------|
| <b>1 ASSETS</b>                                |                         |                              |                                  |                              |                                     |                              |                              |                     |
| 2 OPERATING ACCOUNT                            | \$ 456,560              | \$ -                         | \$ -                             | \$ -                         | \$ -                                | \$ -                         | \$ -                         | \$ 456,560          |
| 3 TRUST ACCOUNTS:                              |                         |                              |                                  |                              |                                     |                              |                              |                     |
| 4 REVENUE FUND                                 | -                       | 65,061                       | 243,352                          | 215,059                      | 58,584                              | 19,922                       | 50,947                       | 652,925             |
| 5 INTEREST FUND                                | -                       | 189                          | 578                              | 203                          | 173                                 | 310                          | 137                          | 1,590               |
| 6 RESERVE FUND                                 | -                       | 192,187                      | 568,815                          | 106,980                      | 49,124                              | 171,167                      | 32,736                       | 1,121,009           |
| 7 PREPAYMENT FUND                              | -                       | 4,275                        | 2,038                            | 1,511                        | -                                   | 237                          | -                            | 8,062               |
| 8 SINKING FUND                                 | -                       | 136                          | 347                              | 21                           | 227                                 | 393                          | 106                          | 1,229               |
| 9 COST OF ISSUANCE                             | -                       | -                            | -                                | 14,393                       | 1,231                               | 14,164                       | -                            | 29,788              |
| 10 BOND REDEMPTION                             | -                       | -                            | -                                | 50                           | -                                   | 0                            | -                            | 50                  |
| 11 ACQUISITION & CONSTRUCTION                  | -                       | 0                            | 1                                | 9,302                        | 384                                 | 72,411                       | 8,237                        | 90,335              |
| 12 ACCOUNTS RECEIVABLE                         | -                       | -                            | -                                | -                            | -                                   | -                            | -                            | -                   |
| 13 ON-ROLL ASSESSMENTS RECEIVABLE              | 1,917                   | 329                          | 979                              | 406                          | 373                                 | 651                          | 249                          | 4,904               |
| 14 DUE FROM OTHER FUNDS                        | -                       | 1,143                        | 3,399                            | 1,410                        | 1,295                               | 6,300                        | 863                          | 14,410              |
| 15 PREPAID EXPENSES                            | -                       | -                            | -                                | -                            | -                                   | -                            | -                            | -                   |
| 16 DEPOSITS                                    | 541                     | -                            | -                                | -                            | -                                   | -                            | -                            | 541                 |
| <b>17 TOTAL ASSETS</b>                         | <b>\$ 459,018</b>       | <b>\$ 263,321</b>            | <b>\$ 819,509</b>                | <b>\$ 349,336</b>            | <b>\$ 111,391</b>                   | <b>\$ 285,555</b>            | <b>\$ 93,274</b>             | <b>\$ 2,381,403</b> |
| <b>18 LIABILITIES</b>                          |                         |                              |                                  |                              |                                     |                              |                              |                     |
| 19 ACCOUNTS PAYABLE                            | \$ 58,838               | \$ -                         | \$ -                             | \$ -                         | \$ -                                | \$ -                         | \$ -                         | \$ 58,838           |
| 20 ON-ROLL DEFERRED REVENUE                    | 1,917                   | 329                          | 979                              | 406                          | 373                                 | 651                          | 249                          | 4,904               |
| 21 ACCRUED EXPENSES                            | -                       | -                            | -                                | -                            | -                                   | -                            | -                            | -                   |
| 22 DUE TO OTHER FUNDS                          | 10,368                  | -                            | -                                | -                            | 4,042                               | -                            | -                            | 14,410              |
| <b>23 TOTAL LIABILITIES</b>                    | <b>71,123</b>           | <b>329</b>                   | <b>979</b>                       | <b>406</b>                   | <b>4,415</b>                        | <b>651</b>                   | <b>249</b>                   | <b>78,152</b>       |
| <b>24 FUND BALANCE</b>                         |                         |                              |                                  |                              |                                     |                              |                              |                     |
| 25 NONSPENDABLE                                |                         |                              |                                  |                              |                                     |                              |                              |                     |
| 26 PREPAID & DEPOSITS                          | 541                     | -                            | -                                | -                            | -                                   | -                            | -                            | 541                 |
| 27 CAPITAL RESERVES                            | -                       | -                            | -                                | -                            | -                                   | -                            | -                            | -                   |
| 28 OPERATING CAPITAL                           | -                       | -                            | -                                | -                            | -                                   | -                            | -                            | -                   |
| 29 UNASSIGNED                                  | 387,354                 | 262,991                      | 818,530                          | 348,930                      | 106,976                             | 284,905                      | 93,025                       | 2,302,710           |
| <b>30 TOTAL FUND BALANCE</b>                   | <b>387,895</b>          | <b>262,991</b>               | <b>818,530</b>                   | <b>348,930</b>               | <b>106,976</b>                      | <b>284,905</b>               | <b>93,025</b>                | <b>2,303,251</b>    |
| <b>31 Total Liabilities &amp; Fund Balance</b> | <b>\$ 459,018</b>       | <b>\$ 263,321</b>            | <b>\$ 819,509</b>                | <b>\$ 349,336</b>            | <b>\$ 111,391</b>                   | <b>\$ 285,555</b>            | <b>\$ 93,274</b>             | <b>\$ 2,381,403</b> |



**Avalon Groves Community Development District**  
**General Fund**  
**Statement of Revenue, Expenditures, and Change in Fund Balance**  
**For the period from October 1, 2023 to July 31, 2024**

|                                             | FY 2024<br>Adopted<br>Budget | FY 2024<br>Month of<br>July | FY 2024<br>Actual<br>Year-to-Date | VARIANCE<br>Over (Under)<br>to Budget | % Actual<br>YTD /<br>FY Budget |
|---------------------------------------------|------------------------------|-----------------------------|-----------------------------------|---------------------------------------|--------------------------------|
| <b>1 REVENUE</b>                            |                              |                             |                                   |                                       |                                |
| 2 SPECIAL ASSESSMENT                        | \$ 991,760                   | \$ -                        | \$ 989,843                        | \$ (1,917)                            | 100%                           |
| 3 LOT CLOSINGS                              | -                            | -                           | -                                 | -                                     | 0%                             |
| 4 INTEREST INCOME                           | -                            | -                           | -                                 | -                                     | 0%                             |
| 5 MISC. REVENUE                             | -                            | -                           | 3,382                             | 3,382                                 | 0%                             |
| <b>6 TOTAL REVENUE</b>                      | <b>\$ 991,760</b>            | <b>\$ -</b>                 | <b>\$ 993,225</b>                 | <b>\$ 1,465</b>                       | <b>100%</b>                    |
| <b>7 EXPENDITURES</b>                       |                              |                             |                                   |                                       |                                |
| <b>8 GENERAL ADMINISTRATIVE</b>             |                              |                             |                                   |                                       |                                |
| 9 SUPERVISOR COMPENSATION                   | \$ 12,000                    | \$ 800                      | \$ 9,200                          | \$ (2,800)                            | 77%                            |
| 10 DISTRICT MANAGEMENT SERVICES             | 32,960                       | 2,747                       | 27,467                            | (5,493)                               | 83%                            |
| 11 BANK FEES                                | 150                          | -                           | -                                 | (150)                                 | 0%                             |
| 12 AUDITING                                 | 3,400                        | 3,900                       | 7,650                             | 4,250                                 | 225%                           |
| 13 REGULATORY AND PERMIT FEES               | 175                          | -                           | 175                               | -                                     | 100%                           |
| 14 LEGAL ADVERTISEMENTS                     | 4,000                        | -                           | 2,163                             | (1,837)                               | 54%                            |
| 15 ENGINEERING SERVICES                     | 15,000                       | 3,096                       | 51,845                            | 36,845                                | 346%                           |
| 16 LEGAL SERVICES                           | 25,000                       | 4,316                       | 44,047                            | 19,047                                | 176%                           |
| 17 TECHNOLOGY & WEBSITE ADMIN.              | 2,015                        | -                           | 1,764                             | (251)                                 | 88%                            |
| 18 MISCELLANEOUS (appraisal, mailing, etc.) | 1,500                        | 310                         | 3,471                             | 1,971                                 | 231%                           |
| <b>19 TOTAL GENERAL ADMINISTRATIVE</b>      | <b>96,200</b>                | <b>15,169</b>               | <b>147,781</b>                    | <b>51,581</b>                         | <b>154%</b>                    |
| <b>20 INSURANCE</b>                         |                              |                             |                                   |                                       |                                |
| 21 INSURANCE                                | 12,000                       | -                           | 31,295                            | 19,295                                | 261%                           |
| <b>22 TOTAL INSURANCE</b>                   | <b>12,000</b>                | <b>-</b>                    | <b>31,295</b>                     | <b>19,295</b>                         | <b>261%</b>                    |
| <b>23 DEBT SERVICE ADMIN.</b>               |                              |                             |                                   |                                       |                                |
| 24 DISCLOSURE REPORT                        | 5,150                        | -                           | 1,000                             | (4,150)                               | 19%                            |
| 25 ARBITRAGE REBATE REPORT                  | 2,000                        | -                           | 650                               | (1,350)                               | 33%                            |
| 26 TRUSTEE FEES                             | 12,000                       | -                           | 29,650                            | 17,650                                | 247%                           |
| <b>27 Total Debt Service Administration</b> | <b>19,150</b>                | <b>-</b>                    | <b>31,300</b>                     | <b>12,150</b>                         | <b>163%</b>                    |
| <b>28 UTILITIES:</b>                        |                              |                             |                                   |                                       |                                |
| 29 UTILITIES-ELECTRICITY                    | 6,180                        | 708                         | 7,884                             | 1,704                                 | 128%                           |
| 30 STREETLIGHTS                             | 230,000                      | 20,680                      | 209,400                           | (20,600)                              | 91%                            |
| 31 UTILITY WATER                            | 40,000                       | 4,252                       | 15,757                            | (24,243)                              | 39%                            |
| <b>32 TOTAL UTILITIES:</b>                  | <b>276,180</b>               | <b>25,640</b>               | <b>233,041</b>                    | <b>(43,139)</b>                       | <b>84%</b>                     |
| <b>33 PHYSICAL ENVIRONMENT:</b>             |                              |                             |                                   |                                       |                                |
| 34 LAKE & POND MAINTENANCE                  | 54,600                       | 3,433                       | 33,415                            | (21,185)                              | 61%                            |
| 35 LANDSCAPE MAINTENANCE                    | 314,715                      | 27,110                      | 308,684                           | (6,031)                               | 98%                            |
| 36 LANDSCAPE - REPLENISHMENT                | 15,285                       | 35,055                      | 51,881                            | 36,596                                | 339%                           |
| 37 WETLAND MITIGATION & MONITORING          | 38,850                       | 7,000                       | 32,250                            | (6,600)                               | 83%                            |
| 38 FIELD MANAGEMENT                         | 6,180                        | 515                         | 5,150                             | (1,030)                               | 83%                            |
| 39 FIELD CONTINGENCY                        | 88,900                       | 2,094                       | 17,890                            | (71,010)                              | 20%                            |
| 40 HARDSCAPE REPAIRS & MAINT.               | 15,000                       | -                           | 20                                | (14,980)                              | 0%                             |
| 41 STORMWATER REPORTING                     | 25,000                       | -                           | -                                 | (25,000)                              | 0%                             |
| 42 PORTER SERVICES                          | 10,000                       | -                           | 2,790                             | (7,210)                               | 28%                            |
| 43 POND PLANTINGS AND EROSION CONTROL       | 12,000                       | 16,200                      | 16,200                            | 4,200                                 | 135%                           |
| 44 FOUNTAIN REPAIR                          | 2,700                        | 175                         | 175                               | (2,525)                               | 6%                             |



|                                         | FY 2024<br>Adopted<br>Budget | FY 2024<br>Month of<br>July | FY 2024<br>Actual<br>Year-to-Date | VARIANCE<br>Over (Under)<br>to Budget | % Actual<br>YTD /<br>FY Budget |
|-----------------------------------------|------------------------------|-----------------------------|-----------------------------------|---------------------------------------|--------------------------------|
| 45 RESERVE STUDY                        | 5,000                        | -                           | -                                 | (5,000)                               | 0%                             |
| 46 TOTAL PHYSICAL ENVIRONMENT           | 588,230                      | 91,582                      | 468,455                           | (119,775)                             | 80%                            |
| 47 TOTAL EXPENDITURES                   | 991,760                      | 132,391                     | 911,872                           | (79,888)                              | 92%                            |
| 48 REVENUE OVER (UNDER) EXPENDITURES    | -                            | (132,391)                   | 81,353                            | 81,353                                |                                |
| 49 OTHER FINANCING SOURCES & USES       |                              |                             |                                   |                                       |                                |
| 50 TRANSFERS IN                         | -                            | -                           | -                                 | -                                     |                                |
| 51 TRANSFERS OUT                        | -                            | -                           | -                                 | -                                     |                                |
| 52 TOTAL OTHER FINANCING SOURCES & USES | -                            | -                           | -                                 | -                                     |                                |
| 53 NET CHANGE IN FUND BALANCE           | -                            | (132,391)                   | 81,353                            | 81,353                                |                                |
| 54 FUND BALANCE - BEGINNING - UNAUDITED | 306,542                      |                             | 306,542                           | -                                     |                                |
| 55 FUND BALANCE - ENDING - PROJECTED    | \$ 306,542                   |                             | \$ 387,895                        | \$ 81,353                             |                                |



**Avalon Groves Community Development District**  
**Debt Service 2017 (AA1)**  
**Statement of Revenue, Expenditures, and Change in Fund Balance**  
**For the period from October 1, 2023 to July 31, 2024**

|                                                | <b>FY 2024<br/>Adopted<br/>Budget</b> | <b>FY 2024<br/>Actual<br/>Year-to-Date</b> | <b>VARIANCE<br/>Over (Under)<br/>to Budget</b> |
|------------------------------------------------|---------------------------------------|--------------------------------------------|------------------------------------------------|
| <b>1 REVENUE</b>                               |                                       |                                            |                                                |
| 2 SPECIAL ASSESSMENTS                          | \$ 170,338                            | \$ 170,009                                 | \$ (329)                                       |
| 3 LOT CLOSINGS                                 | -                                     | -                                          | -                                              |
| 4 INTEREST                                     | -                                     | 9,547                                      | 9,547                                          |
| 5 PREPAYMENTS                                  | -                                     | -                                          | -                                              |
| <b>6 TOTAL REVENUE</b>                         | <b>170,338</b>                        | <b>179,556</b>                             | <b>9,219</b>                                   |
| <b>7 EXPENDITURES</b>                          |                                       |                                            |                                                |
| 8 INTEREST EXPENSE                             |                                       |                                            |                                                |
| 9 November 1, 2023                             | -                                     | 62,531                                     | 62,531                                         |
| 10 May 1, 2024                                 | 63,231                                | 62,531                                     | (700)                                          |
| 11 November 1, 2024                            | 62,106                                | -                                          | (62,106)                                       |
| 12 PRINCIPAL RETIREMENT                        |                                       |                                            |                                                |
| 13 November 1, 2023                            | -                                     | -                                          | -                                              |
| 14 May 1, 2024                                 | 45,000                                | 45,000                                     | -                                              |
| 15 November 1, 2024                            | -                                     | -                                          | -                                              |
| 16 PRINCIPAL PREPAYMENT                        | -                                     | -                                          | -                                              |
| <b>17 TOTAL EXPENDITURES</b>                   | <b>170,338</b>                        | <b>170,063</b>                             | <b>(275)</b>                                   |
| <b>18 EXCESS OF REVENUE OVER (UNDER) EXP.</b>  | <b>-</b>                              | <b>9,494</b>                               | <b>9,494</b>                                   |
| <b>19 OTHER FINANCING SOURCES (USES)</b>       |                                       |                                            |                                                |
| 20 TRANSFERS IN                                | -                                     | -                                          | -                                              |
| 21 TRANSFERS OUT                               | -                                     | -                                          | -                                              |
| <b>22 TOTAL OTHER FINANCING SOURCES (USES)</b> | <b>-</b>                              | <b>-</b>                                   | <b>-</b>                                       |
| <b>23 NET CHANGE IN FUND BALANCE</b>           | <b>-</b>                              | <b>9,494</b>                               | <b>9,494</b>                                   |
| 24 FUND BALANCE - BEGINNING                    | 242,670                               | 253,497                                    | 10,827                                         |
| <b>25 FUND BALANCE - ENDING</b>                | <b>\$ 242,670</b>                     | <b>\$ 262,991</b>                          | <b>\$ 20,321</b>                               |



**Avalon Groves Community Development District**  
**Debt Service 2017A1 - 2 (AA2)**  
**Statement of Revenue, Expenditures, and Change in Fund Balance**  
**For the period from October 1, 2023 to July 31, 2024**

|                                                | <b>FY 2024<br/>Adopted<br/>Budget</b> | <b>FY 2024<br/>Actual<br/>Year-to-Date</b> | <b>VARIANCE<br/>Over (Under)<br/>to Budget</b> |
|------------------------------------------------|---------------------------------------|--------------------------------------------|------------------------------------------------|
| <b>1 REVENUE</b>                               |                                       |                                            |                                                |
| 2 SPECIAL ASSESSMENTS                          | \$ 506,750                            | \$ 505,771                                 | \$ (979)                                       |
| 3 LOT CLOSINGS                                 | -                                     | -                                          | -                                              |
| 4 INTEREST                                     | -                                     | 29,258                                     | 29,258                                         |
| 5 PREPAYMENTS                                  |                                       | 30,397                                     | 30,397                                         |
| <b>6 TOTAL REVENUE</b>                         | <b>506,750</b>                        | <b>565,426</b>                             | <b>58,676</b>                                  |
| <b>7 EXPENDITURES</b>                          |                                       |                                            |                                                |
| 8 INTEREST EXPENSE                             |                                       |                                            |                                                |
| 9 November 1, 2023                             | -                                     | 194,564                                    | 194,564                                        |
| 10 May 1, 2024                                 | 194,122                               | 191,753                                    | (2,369)                                        |
| 11 November 1, 2024                            | 190,897                               | -                                          | (190,897)                                      |
| 12 PRINCIPAL RETIREMENT                        |                                       |                                            |                                                |
| 13 November 1, 2023                            | -                                     | -                                          | -                                              |
| 14 May 1, 2024                                 | 120,000                               | 115,000                                    | (5,000)                                        |
| 15 November 1, 2024                            | -                                     | -                                          | -                                              |
| 16 PRINCIPAL PREPAYMENT                        | -                                     | 80,000                                     | 80,000                                         |
| <b>17 TOTAL EXPENDITURES</b>                   | <b>505,019</b>                        | <b>581,317</b>                             | <b>76,298</b>                                  |
| <b>18 EXCESS OF REVENUE OVER (UNDER) EXP.</b>  | <b>1,731</b>                          | <b>(15,892)</b>                            | <b>(17,623)</b>                                |
| <b>19 OTHER FINANCING SOURCES (USES)</b>       |                                       |                                            |                                                |
| 20 TRANSFERS IN                                | -                                     | -                                          | -                                              |
| 21 TRANSFERS OUT                               | -                                     | -                                          | -                                              |
| <b>22 TOTAL OTHER FINANCING SOURCES (USES)</b> | <b>-</b>                              | <b>-</b>                                   | <b>-</b>                                       |
| <b>23 NET CHANGE IN FUND BALANCE</b>           | <b>1,731</b>                          | <b>(15,892)</b>                            | <b>(17,623)</b>                                |
| 24 FUND BALANCE - BEGINNING                    | 762,181                               | 834,421                                    | 72,240                                         |
| <b>25 FUND BALANCE - ENDING</b>                | <b>\$ 763,912</b>                     | <b>\$ 818,529</b>                          | <b>\$ 54,617</b>                               |

**Avalon Groves Community Development District**  
**Debt Service 2019 (AA1)**  
**Statement of Revenue, Expenditures, and Change in Fund Balance**  
**For the period from October 1, 2023 to July 31, 2024**

|                                                | <b>FY 2024<br/>Adopted<br/>Budget</b> | <b>FY 2024<br/>Actual<br/>Year-to-Date</b> | <b>VARIANCE<br/>Over (Under)<br/>to Budget</b> |
|------------------------------------------------|---------------------------------------|--------------------------------------------|------------------------------------------------|
| <b>1 REVENUE</b>                               |                                       |                                            |                                                |
| 2 SPECIAL ASSESSMENTS                          | \$ 210,250                            | \$ 209,844                                 | \$ (406)                                       |
| 3 LOT CLOSINGS                                 | -                                     | -                                          | -                                              |
| 4 INTEREST                                     | -                                     | 8,284                                      | 8,284                                          |
| 5 PREPAYMENTS                                  | -                                     | -                                          | -                                              |
| <b>6 TOTAL REVENUE</b>                         | <b>210,250</b>                        | <b>218,128</b>                             | <b>7,878</b>                                   |
| <b>7 EXPENDITURES</b>                          |                                       |                                            |                                                |
| 8 INTEREST EXPENSE                             |                                       |                                            |                                                |
| 9 November 1, 2023                             | -                                     | 68,503                                     | 68,503                                         |
| 10 May 1, 2024                                 | 67,330                                | 67,330                                     | -                                              |
| 11 November 1, 2024                            | 67,330                                | -                                          | (67,330)                                       |
| 12 PRINCIPAL RETIREMENT                        |                                       |                                            |                                                |
| 13 November 1, 2023                            | -                                     | 70,000                                     | 70,000                                         |
| 14 May 1, 2024                                 | -                                     | -                                          | -                                              |
| 15 November 1, 2024                            | 75,000                                | -                                          | (75,000)                                       |
| 16 PRINCIPAL PREPAYMENT                        | -                                     | -                                          | -                                              |
| <b>17 TOTAL EXPENDITURES</b>                   | <b>209,660</b>                        | <b>205,833</b>                             | <b>(3,827)</b>                                 |
| <b>18 EXCESS OF REVENUE OVER (UNDER) EXP.</b>  | <b>590</b>                            | <b>12,295</b>                              | <b>11,705</b>                                  |
| <b>19 OTHER FINANCING SOURCES (USES)</b>       |                                       |                                            |                                                |
| 20 TRANSFERS IN                                | -                                     | -                                          | -                                              |
| 21 TRANSFERS OUT                               | -                                     | (5,436)                                    | (5,436)                                        |
| <b>22 TOTAL OTHER FINANCING SOURCES (USES)</b> | <b>-</b>                              | <b>(5,436)</b>                             | <b>(5,436)</b>                                 |
| <b>23 NET CHANGE IN FUND BALANCE</b>           | <b>590</b>                            | <b>6,859</b>                               | <b>6,269</b>                                   |
| 24 FUND BALANCE - BEGINNING                    | 337,818                               | 332,769                                    | (5,049)                                        |
| <b>25 FUND BALANCE - ENDING</b>                | <b>\$ 338,408</b>                     | <b>\$ 339,628</b>                          | <b>\$ 1,220</b>                                |



**Avalon Groves Community Development District**  
**Debt Service 2021 Ph 3 & 4 (AA1)**  
**Statement of Revenue, Expenditures, and Change in Fund Balance**  
**For the period from October 1, 2023 to July 31, 2024**

|                                                | <b>FY 2024<br/>Adopted<br/>Budget</b> | <b>FY 2024<br/>Actual<br/>Year-to-Date</b> | <b>VARIANCE<br/>Over (Under)<br/>to Budget</b> |
|------------------------------------------------|---------------------------------------|--------------------------------------------|------------------------------------------------|
| <b>1 REVENUE</b>                               |                                       |                                            |                                                |
| 2 SPECIAL ASSESSMENTS                          | \$ 193,100                            | \$ 192,727                                 | \$ (373)                                       |
| 3 LOT CLOSINGS                                 | -                                     | -                                          | -                                              |
| 4 INTEREST                                     | -                                     | 3,833                                      | 3,833                                          |
| 5 PREPAYMENTS                                  | -                                     | -                                          | -                                              |
| <b>6 TOTAL REVENUE</b>                         | <b>193,100</b>                        | <b>196,559</b>                             | <b>3,459</b>                                   |
| <b>7 EXPENDITURES</b>                          |                                       |                                            |                                                |
| 8 INTEREST EXPENSE                             |                                       |                                            |                                                |
| 9 November 1, 2023                             | -                                     | 57,213                                     | 57,213                                         |
| 10 May 1, 2024                                 | 57,213                                | 57,213                                     | -                                              |
| 11 November 1, 2024                            | 56,369                                | -                                          | (56,369)                                       |
| 12 PRINCIPAL RETIREMENT                        |                                       |                                            |                                                |
| 13 November 1, 2023                            | -                                     | -                                          | -                                              |
| 14 May 1, 2024                                 | 75,000                                | 75,000                                     | -                                              |
| 15 November 1, 2024                            | -                                     | -                                          | -                                              |
| 16 PRINCIPAL PREPAYMENT                        | -                                     | -                                          | -                                              |
| <b>17 TOTAL EXPENDITURES</b>                   | <b>188,581</b>                        | <b>189,425</b>                             | <b>844</b>                                     |
| <b>18 EXCESS OF REVENUE OVER (UNDER) EXP.</b>  | <b>4,519</b>                          | <b>7,134</b>                               | <b>2,616</b>                                   |
| <b>19 OTHER FINANCING SOURCES (USES)</b>       |                                       |                                            |                                                |
| 20 TRANSFERS IN                                | -                                     | -                                          | -                                              |
| 21 TRANSFERS OUT                               | -                                     | (51,563)                                   | (51,563)                                       |
| <b>22 TOTAL OTHER FINANCING SOURCES (USES)</b> | <b>-</b>                              | <b>(51,563)</b>                            | <b>(51,563)</b>                                |
| <b>23 NET CHANGE IN FUND BALANCE</b>           | <b>4,519</b>                          | <b>(44,429)</b>                            | <b>(48,947)</b>                                |
| 24 FUND BALANCE - BEGINNING                    | 193,240                               | 151,021                                    | (42,219)                                       |
| <b>25 FUND BALANCE - ENDING</b>                | <b>\$ 197,758</b>                     | <b>\$ 106,592</b>                          | <b>\$ (91,166)</b>                             |



**Avalon Groves Community Development District**  
**Debt Service 2021 (AA3)**  
**Statement of Revenue, Expenditures, and Change in Fund Balance**  
**For the period from October 1, 2023 to July 31, 2024**

|                                                | <b>FY 2024<br/>Adopted<br/>Budget</b> | <b>FY 2024<br/>Actual<br/>Year-to-Date</b> | <b>VARIANCE<br/>Over (Under)<br/>to Budget</b> |
|------------------------------------------------|---------------------------------------|--------------------------------------------|------------------------------------------------|
| <b>1 REVENUE</b>                               |                                       |                                            |                                                |
| 2 SPECIAL ASSESSMENTS                          | \$ 336,600                            | \$ 335,949                                 | \$ (651)                                       |
| 3 LOT CLOSINGS                                 | -                                     | -                                          | -                                              |
| 4 INTEREST                                     | -                                     | 9,209                                      | 9,209                                          |
| 5 PREPAYMENTS                                  | -                                     | -                                          | -                                              |
| <b>6 TOTAL REVENUE</b>                         | <b>336,600</b>                        | <b>345,158</b>                             | <b>8,558</b>                                   |
| <b>7 EXPENDITURES</b>                          |                                       |                                            |                                                |
| 8 INTEREST EXPENSE                             |                                       |                                            |                                                |
| 9 November 1, 2023                             | -                                     | 102,769                                    | 102,769                                        |
| 10 May 1, 2024                                 | 102,869                               | 102,769                                    | (100)                                          |
| 11 November 1, 2024                            | 101,325                               | -                                          | (101,325)                                      |
| 12 PRINCIPAL RETIREMENT                        |                                       |                                            |                                                |
| 13 November 1, 2023                            | -                                     | -                                          | -                                              |
| 14 May 1, 2024                                 | 130,000                               | 130,000                                    | -                                              |
| 15 November 1, 2024                            | -                                     | -                                          | -                                              |
| 16 PRINCIPAL PREPAYMENT                        | -                                     | -                                          | -                                              |
| <b>17 TOTAL EXPENDITURES</b>                   | <b>334,194</b>                        | <b>335,538</b>                             | <b>1,344</b>                                   |
| <b>18 EXCESS OF REVENUE OVER (UNDER) EXP.</b>  | <b>2,406</b>                          | <b>9,621</b>                               | <b>7,215</b>                                   |
| <b>19 OTHER FINANCING SOURCES (USES)</b>       |                                       |                                            |                                                |
| 20 TRANSFERS IN                                | -                                     | -                                          | -                                              |
| 21 TRANSFERS OUT                               | -                                     | (8,694)                                    | (8,694)                                        |
| <b>22 TOTAL OTHER FINANCING SOURCES (USES)</b> | <b>-</b>                              | <b>(8,694)</b>                             | <b>(8,694)</b>                                 |
| <b>23 NET CHANGE IN FUND BALANCE</b>           | <b>2,406</b>                          | <b>927</b>                                 | <b>(1,479)</b>                                 |
| 24 FUND BALANCE - BEGINNING                    | 60,001                                | 211,567                                    | 151,566                                        |
| <b>25 FUND BALANCE - ENDING</b>                | <b>\$ 62,407</b>                      | <b>\$ 212,494</b>                          | <b>\$ 150,087</b>                              |



**Avalon Groves Community Development District**  
**Debt Service 2022 (AA4)**  
**Statement of Revenue, Expenditures, and Change in Fund Balance**  
**For the period from October 1, 2023 to July 31, 2024**

|                                                | <b>FY 2024<br/>Adopted<br/>Budget</b> | <b>FY 2024<br/>Actual<br/>Year-to-Date</b> | <b>VARIANCE<br/>Over (Under)<br/>to Budget</b> |
|------------------------------------------------|---------------------------------------|--------------------------------------------|------------------------------------------------|
| <b>1 REVENUE</b>                               |                                       |                                            |                                                |
| 2 SPECIAL ASSESSMENTS                          | \$ 128,675                            | \$ 128,426                                 | \$ (249)                                       |
| 3 LOT CLOSINGS                                 | -                                     | -                                          | -                                              |
| 4 INTEREST                                     | -                                     | 2,361                                      | 2,361                                          |
| 5 PREPAYMENTS                                  | -                                     | -                                          | -                                              |
| <b>6 TOTAL REVENUE</b>                         | <b>128,675</b>                        | <b>130,787</b>                             | <b>2,112</b>                                   |
| <b>7 EXPENDITURES</b>                          |                                       |                                            |                                                |
| 8 INTEREST EXPENSE                             |                                       |                                            |                                                |
| 9 November 1, 2023                             | -                                     | 45,338                                     | 45,338                                         |
| 10 May 1, 2024                                 | 45,338                                | 45,338                                     | -                                              |
| 11 November 1, 2024                            | 44,638                                | -                                          | (44,638)                                       |
| 12 PRINCIPAL RETIREMENT                        |                                       |                                            |                                                |
| 13 November 1, 2023                            | -                                     | -                                          | -                                              |
| 14 May 1, 2024                                 | 35,000                                | 35,000                                     | -                                              |
| 15 November 1, 2024                            | -                                     | -                                          | -                                              |
| 16 PRINCIPAL PREPAYMENT                        | -                                     | -                                          | -                                              |
| <b>17 TOTAL EXPENDITURES</b>                   | <b>124,975</b>                        | <b>125,675</b>                             | <b>700</b>                                     |
| <b>18 EXCESS OF REVENUE OVER (UNDER) EXP.</b>  | <b>3,700</b>                          | <b>5,112</b>                               | <b>1,412</b>                                   |
| <b>19 OTHER FINANCING SOURCES (USES)</b>       |                                       |                                            |                                                |
| 20 TRANSFERS IN                                | -                                     | -                                          | -                                              |
| 21 TRANSFERS OUT                               | -                                     | (2,242)                                    | (2,242)                                        |
| <b>22 TOTAL OTHER FINANCING SOURCES (USES)</b> | <b>-</b>                              | <b>(2,242)</b>                             | <b>(2,242)</b>                                 |
| <b>23 NET CHANGE IN FUND BALANCE</b>           | <b>3,700</b>                          | <b>2,870</b>                               | <b>(830)</b>                                   |
| 24 FUND BALANCE - BEGINNING                    | 79,248                                | 81,918                                     | 2,670                                          |
| <b>25 FUND BALANCE - ENDING</b>                | <b>\$ 82,948</b>                      | <b>\$ 84,788</b>                           | <b>\$ 1,840</b>                                |



**Avalon Groves Community Development District**  
**Construction in Progress**  
**Statement of Revenue, Expenditures, and Change in Fund Balance**  
**For the period from October 1, 2023 to July 31, 2024**

|                                               | 2017 (AA1)<br>Actual<br>Year-to-Date | 2017A-1 (AA2)<br>Actual<br>Year-to-Date | 2019<br>Actual<br>Year-to-Date | 2021 PH 3/4<br>Actual<br>Year-to-Date | 2021 (AA3)<br>Actual<br>Year-to-Date | 2022 (AA4)<br>Actual<br>Year-to-Date | Total            |
|-----------------------------------------------|--------------------------------------|-----------------------------------------|--------------------------------|---------------------------------------|--------------------------------------|--------------------------------------|------------------|
| 1 <b><u>REVENUE</u></b>                       |                                      |                                         |                                |                                       |                                      |                                      |                  |
| 2 DEVELOPER FUNDING                           | \$ -                                 | \$ -                                    | \$ -                           | \$ -                                  | \$ -                                 | \$ -                                 | \$ -             |
| 3 INSURANCE CLAIM                             | -                                    | -                                       |                                |                                       |                                      |                                      | -                |
| 4 INTEREST                                    | -                                    | -                                       | 285                            | 405                                   | 2,896                                | 32,269                               | 35,856           |
| 5 <b>TOTAL REVENUE</b>                        | -                                    | -                                       | 285                            | 405                                   | 2,896                                | 32,269                               | 35,856           |
| 6 <b><u>EXPENDITURES</u></b>                  |                                      |                                         |                                |                                       |                                      |                                      |                  |
| 7 DISSEMINATION AGENT                         | -                                    | -                                       | -                              | -                                     | -                                    | -                                    | -                |
| 8 TRUST FUND ACCOUNTING                       | -                                    | -                                       | -                              | -                                     | -                                    | -                                    | -                |
| 9 ARBITRAGE                                   | -                                    | -                                       | -                              | -                                     | -                                    | -                                    | -                |
| 10 TRUSTEE FEES                               | -                                    | -                                       | -                              | -                                     | -                                    | -                                    | -                |
| 11 REQUISITIONS                               | -                                    | -                                       | -                              | 53,733                                | -                                    | 1,926,233                            | 1,979,966        |
| 12 <b>TOTAL EXPENDITURES</b>                  | -                                    | -                                       | -                              | 53,733                                | -                                    | 1,926,233                            | 1,979,966        |
| 13 <b>EXCESS OF REVENUE OVER (UNDER) EXP.</b> | -                                    | -                                       | 285                            | (53,328)                              | 2,896                                | (1,893,964)                          | (1,944,110)      |
| 14 <b>OTHER SOURCES (USES)</b>                |                                      |                                         |                                |                                       |                                      |                                      |                  |
| 15 TRANSFER IN                                | -                                    | -                                       | 5,436                          | 51,563                                | 8,694                                | 2,242                                | 67,935           |
| 16 TRANSFER OUT                               | -                                    | -                                       | -                              | -                                     | -                                    | -                                    | -                |
| 17 <b>TOTAL OTHER SOURCES (USES)</b>          | -                                    | -                                       | 5,436                          | 51,563                                | 8,694                                | 2,242                                | 67,935           |
| 18 <b>NET CHANGE IN FUND BALANCE</b>          | -                                    | -                                       | 5,722                          | (1,765)                               | 11,590                               | (1,891,722)                          | (1,876,175)      |
| 19 FUND BALANCE - BEGINNING                   | 0                                    | 21                                      | 3,580                          | 2,151                                 | 60,821                               | 1,899,959                            | 1,966,532        |
| 20 <b>FUND BALANCE - ENDING</b>               | <b>\$ 0</b>                          | <b>\$ 21</b>                            | <b>\$ 9,302</b>                | <b>\$ 386</b>                         | <b>\$ 72,411</b>                     | <b>\$ 8,237</b>                      | <b>\$ 90,357</b> |



**Avalon Groves CDD**  
**Cash Reconciliation - General Fund**  
**July 31, 2024**

|                                        | <b>Bank United</b><br><b>(Operating Account)</b> |
|----------------------------------------|--------------------------------------------------|
| Balance per Bank Statement             | \$ 491,283.15                                    |
| Construction Cash in Operating Account | (20.00)                                          |
| Plus: Deposits in Transit              | -                                                |
| Less: Outstanding Checks               | (34,703.01)                                      |
| <b><i>Adjusted Bank Balance</i></b>    | <b><u>\$ 456,560.14</u></b>                      |
|                                        |                                                  |
| Beginning Bank Balance per Books       | 628,792.83                                       |
| Deposits                               | -                                                |
| Disbursements                          | (172,232.69)                                     |
| <b><i>Balance per Book</i></b>         | <b><u>\$ 456,560.14</u></b>                      |



**Avalon Groves Community Development District**  
**Check Register**  
**FY2024**

| Date              | Check #    | Payee                            | Transaction                                                                                         | Deposit  | Disbursement      | Balance           |
|-------------------|------------|----------------------------------|-----------------------------------------------------------------------------------------------------|----------|-------------------|-------------------|
| <b>10/1/2023</b>  |            | <b>Balance</b>                   |                                                                                                     | <b>-</b> | <b>-</b>          | <b>938,867.17</b> |
| 10/01/2023        | 1632       | Egis Insurance and Risk Advisors | Insurance FY 10/1/23 - 10/1/24 Policy # 100123288                                                   |          | 31,295.00         | 907,572.17        |
| 10/02/2023        | 1ACH100223 | Sunshine Water Services          | Butterfly Pea Ct Cul-De-Sac 7/24-8/23/23                                                            |          | 22.44             | 907,549.73        |
| 10/02/2023        | 2ACH100223 | Sunshine Water Services          | Goldcrest Loop Playground 7/24/22-08/23/23                                                          |          | 13.24             | 907,536.49        |
| 10/02/2023        | 3ACH100223 | Sunshine Water Services          | Basswood Ln Island Irrigation 07/25/23-08/24/23                                                     |          | 1,064.57          | 906,471.92        |
| 10/02/2023        | 1002ACH1   | SECO Energy                      | 16920 Sawgrass Bay Blvd 8/15/23 - 9/14/23                                                           |          | 38.00             | 906,433.92        |
| 10/03/2023        | 1ACH100323 | SECO Energy                      | 17650 Sawgrass Bay Blvd 08/15/2023 - 09/14/2023                                                     |          | 125.00            | 906,308.92        |
| 10/03/2023        | 2ACH100323 | SECO Energy                      | 17052 Basswood Lane 8/15/23 - 9/14/23                                                               |          | 40.00             | 906,268.92        |
| 10/03/2023        | 3ACH100323 | SECO Energy                      | 17325 Sawgrass Bay Blvd 08/15-9/14/23                                                               |          | 71.00             | 906,197.92        |
| 10/03/2023        | 4ACH100323 | SECO Energy                      | 17494 Sawgrass Bay Blvd (Well #2) 8/15-09/14/23                                                     |          | 38.00             | 906,159.92        |
| 10/03/2023        | 1633       | Candice Smith                    | BOS MTG 9/28/23                                                                                     |          | 200.00            | 905,959.92        |
| 10/03/2023        | 1634       | Michael W. Aube                  | BOS MTG 9/28/23                                                                                     |          | 200.00            | 905,759.92        |
| 10/03/2023        | 1635       | William Tyler Flint              | BOS MTG 9/28/23                                                                                     |          | 200.00            | 905,559.92        |
| 10/03/2023        | 100154     | HV Solar Lighting                | Invoice: 66 (Reference: Light Installation. )                                                       |          | 18,080.00         | 887,479.92        |
| 10/05/2023        | 100155     | BIO-TECH CONSULTING, INC.        | Invoice: 175497 (Reference: Mitigation Monitoring. )                                                |          | 4,800.00          | 882,679.92        |
| 10/05/2023        | 100156     | Heidt Design                     | Invoice: 49006 (Reference: Engineering Services. )                                                  |          | 310.00            | 882,369.92        |
| 10/05/2023        | 100157     | Innersync                        | Invoice: 21641 (Reference: CDD Website Services. )                                                  |          | 1,515.00          | 880,854.92        |
| 10/05/2023        | 100158     | Steadfast Environmental, LLC     | Invoice: SE-22897 (Reference: y Description U/M Rate Serviced Date Amount Routine Aquatic Mainte... |          | 2,733.41          | 878,121.51        |
| 10/05/2023        | 100159     | Vesta District Services          | Invoice: 413496 (Reference: Monthly contracted management fees. )                                   |          | 8,411.67          | 869,709.84        |
| 10/13/2023        | 1013ACH1   | SECO Energy                      | Invoice: 413497 (Reference: ...                                                                     |          |                   |                   |
| 10/13/2023        | 1013ACH2   | SECO Energy                      | 16920 Sawgrass Bay Blvd Payment #10                                                                 |          | 813.53            | 868,896.31        |
| 10/13/2023        | 100160     | Fountain Design Group, Inc.      | 16920 Sawgrass Bay Blvd 6/29/23 - 7/19/23                                                           |          | 259.00            | 868,637.31        |
| 10/13/2023        | 100161     | Humane Animal Removal Team       | Invoice: 31340A (Reference: QUARTERLY CLEANING OF ONE LAKE FOUNTAIN. )                              |          | 175.00            | 868,462.31        |
| 10/27/2023        | 1ACH102723 | Regions Bank.                    | Invoice: 101123-1 (Reference: Wild Hog Trapping. )                                                  |          | 2,285.00          | 866,177.31        |
| 10/27/2023        | 2ACH102723 | Regions Bank.                    | Transfer for DS payment Due 11/1 for 2017A-1                                                        |          | 193,668.87        | 672,508.44        |
| 10/27/2023        | 3ACH102723 | Regions Bank.                    | Transfer for DS Nov 1st payment for Series 2017 (AA1)                                               |          | 62,393.37         | 610,115.07        |
| 10/27/2023        | 4ACH102723 | Regions Bank.                    | Transfer for DS Nov 1st payment for Series 2019 (AA1)                                               |          | 138,397.37        | 471,717.70        |
| 10/27/2023        | 5ACH102723 | Regions Bank.                    | Transfer for DS Nov 1st payment for Series 2021 (AA3)                                               |          | 102,413.62        | 369,304.08        |
| 10/27/2023        | 6ACH102723 | Regions Bank.                    | Transfer for DS Nov 1st payment for Series 2021 PH 3/4                                              |          | 57,110.51         | 312,193.57        |
| 10/27/2023        | 1ACH103023 | Sunshine Water Services          | Transfer for DS Nov 1st payment for Series 2022(AA4)                                                |          | 45,269.23         | 266,924.34        |
| 10/30/2023        | 2ACH103023 | Sunshine Water Services          | Butterfly Pea Ct Cul-De-Sac 8/23-9/25/23                                                            |          | 16.29             | 266,908.05        |
| 10/30/2023        | 1030ACH1   | Sunshine Water Services          | Goldcrest Loop Playground 8/23/22-09/26/23                                                          |          | 13.21             | 266,894.84        |
| 10/30/2023        |            |                                  | Basswood Ln Island Irrigation 08/24/23-09/26/23                                                     |          | 1,089.06          | 265,805.78        |
| <b>10/31/2023</b> |            |                                  |                                                                                                     | <b>-</b> | <b>673,061.39</b> | <b>265,805.78</b> |
| 11/01/2023        |            |                                  | Deposit                                                                                             | 18.32    |                   | 265,824.10        |
| 11/01/2023        |            |                                  | Deposit                                                                                             | 6,405.63 |                   | 272,229.73        |
| 11/02/2023        | 1ACH110223 | SECO Energy                      | 17494 Sawgrass Bay Blvd (Well #2) 9/14-10/16/23                                                     |          | 41.00             | 272,188.73        |
| 11/02/2023        | 2ACH110223 | SECO Energy                      | 17325 Sawgrass Bay Blvd 09/14-10/16/23                                                              |          | 306.00            | 271,882.73        |
| 11/02/2023        | 1102ACH3   | SECO Energy                      | 17052 Basswood Lane 09/14/2023 TO 10/16/2023                                                        |          | 43.00             | 271,839.73        |
| 11/02/2023        | 1102ACH4   | SECO Energy                      | 17650 Sawgrass Bay Blvd 09/14/2023 TO 10/16/2023                                                    |          | 67.00             | 271,772.73        |
| 11/03/2023        | 1103ACH1   | SECO Energy                      | 16920 Sawgrass Bay Blvd Payment #11                                                                 |          | 800.00            | 270,972.73        |
| 11/03/2023        | 1103ACH2   | SECO Energy                      | 16920 Sawgrass Bay Blvd 09/14/2023 TO 10/16/2023                                                    |          | 507.00            | 270,465.73        |
| 11/06/2023        | 100162     | LLS Tax Solutions                | Invoice: 0036087 (Reference: Arbitrage Services)                                                    |          | 650.00            | 269,815.73        |
| 11/06/2023        | 100163     | Steadfast Environmental, LLC     | Invoice: SE-23111 (Reference: Routine Aquatic Maintenance. ) Invoice: SE-23160 (Reference: Tra...   |          | 3,720.14          | 266,095.59        |
| 11/06/2023        | 100164     | HV Solar Lighting                | Invoice: 85 (Reference: Street Light Installation. ) Invoice: 68 (Reference: Street Light Proj...   |          | 25,880.00         | 240,215.59        |
| 11/06/2023        | 100165     | Clean Star Services              | Invoice: 10885 (Reference: Monthly Trash Service. )                                                 |          | 310.00            | 239,905.59        |
| 11/06/2023        | 100166     | Kutak Rock LLP                   | Invoice: 3296706 (Reference: General Counsel. )                                                     |          | 6,461.00          | 233,444.59        |

| Date              | Check #    | Payee                              | Transaction                                                                                       | Deposit             | Disbursement      | Balance             |
|-------------------|------------|------------------------------------|---------------------------------------------------------------------------------------------------|---------------------|-------------------|---------------------|
| 11/06/2023        | 100167     | Vesta District Services            | Invoice: 414370 (Reference: Monthly contracted management fees. )                                 |                     | 3,261.67          | 230,182.92          |
| 11/06/2023        | 100168     | Down to Earth                      | Invoice: INV170458 (Reference: Monthly Maintenance. )                                             |                     | 26,226.25         | 203,956.67          |
| 11/14/2023        | 1636       | DEPT OF ECONOMIC OPPORTUNI         | FY 2023/2024 Special District Fee Invoice/Update Form                                             |                     | 175.00            | 203,781.67          |
| 11/15/2023        | 100169     | Orlando Sentinel                   | Invoice: 082037759000 (Reference: Legal Advertising. )                                            |                     | 275.68            | 203,505.99          |
| 11/15/2023        | 100170     | Yellowstone Landscape              | Invoice: OS 621300 (Reference: Edgemont Perimeter Mowing, Edging, Clean-Up. ) Invoice: OS 6213... |                     | 11,295.45         | 192,210.54          |
| 11/15/2023        | 100171     | Stantec Consulting Services,Inc    | Invoice: 2153207 (Reference: WA1 - Avalon Groves CDD. ) Invoice: 2153208 (Reference: WA1 - Ava... |                     | 3,522.89          | 188,687.65          |
| 11/16/2023        | 100172     | Down to Earth                      | Invoice: INV172672 (Reference: Lawn care Recurring Monthly Maintenance. )                         |                     | 26,226.25         | 162,461.40          |
| 11/20/2023        |            |                                    | Deposit                                                                                           | 25,443.44           |                   | 187,904.84          |
| 11/20/2023        |            |                                    | Deposit                                                                                           | 15,729.34           |                   | 203,634.18          |
| 11/28/2023        | 1637       | Eugene J. Mastrangeli              | BOS MTG 10/26/23                                                                                  |                     | 200.00            | 203,434.18          |
| 11/28/2023        | 1638       | Michael W. Aube                    | BOS MTG 10/26/23                                                                                  |                     | 200.00            | 203,234.18          |
| 11/28/2023        | 1639       | Robert J. Wolski                   | BOS MTG 10/26/23                                                                                  |                     | 200.00            | 203,034.18          |
| 11/28/2023        | 1640       | William Tyler Flint                | BOS MTG 10/26/23                                                                                  |                     | 200.00            | 202,834.18          |
| 11/28/2023        | 1641       | Eugene J. Mastrangeli              | BOS MTG 11/16/23                                                                                  |                     | 200.00            | 202,634.18          |
| 11/28/2023        | 1642       | Michael W. Aube                    | BOS MTG 11/16/23                                                                                  |                     | 200.00            | 202,434.18          |
| 11/28/2023        | 1643       | Robert J. Wolski                   | BOS MTG 11/16/23                                                                                  |                     | 200.00            | 202,234.18          |
| 11/28/2023        | 1644       | William Tyler Flint                | BOS MTG 11/16/23                                                                                  |                     | 200.00            | 202,034.18          |
| 11/29/2023        |            |                                    | Deposit                                                                                           | 69,855.71           |                   | 271,889.89          |
| 11/29/2023        |            |                                    | Deposit                                                                                           | 45,903.57           |                   | 317,793.46          |
| <b>11/30/2023</b> |            |                                    |                                                                                                   | <b>163,356.01</b>   | <b>111,368.33</b> | <b>317,793.46</b>   |
| 12/01/2023        | 1ACH120123 | SECO Energy                        | 17494 Sawgrass Bay Blvd (Well #2) 10/16-11/14/23                                                  |                     | 37.00             | 317,756.46          |
| 12/01/2023        | 2ACH120123 | SECO Energy                        | 17325 Sawgrass Bay Blvd 10/16-11/14/23                                                            |                     | 269.00            | 317,487.46          |
| 12/01/2023        | 3ACH120123 | SECO Energy                        | 17650 Sawgrass Bay Blvd 10/16/2023 TO 11/14/2023                                                  |                     | 16.00             | 317,471.46          |
| 12/01/2023        | 4ACH120123 | SECO Energy                        | 17052 Basswood Lane 10/16/2023 TO 11/14/2023                                                      |                     | 39.00             | 317,432.46          |
| 12/01/2023        | 1201ACH1   | SECO Energy                        | 16920 Sawgrass Bay Blvd 11/01/23 - 11/14/23                                                       |                     | 378.00            | 317,054.46          |
| 12/04/2023        | 1ACH120423 | Sunshine Water Services            | Butterfly Pea Ct Cul-De-Sac 9/25-10/24/23                                                         |                     | 14.75             | 317,039.71          |
| 12/04/2023        | 2ACH120423 | Sunshine Water Services            | Goldcrest Loop Playground 9/26/22-10/24/23                                                        |                     | 13.40             | 317,026.31          |
| 12/04/2023        | 100173     | Fireman Tom's Pressure Washing Co. | Invoice: 231115-02 (Reference: Pressure Washing. ) Invoice: 231116 (Reference: Pressure Washin... |                     | 3,445.60          | 313,580.71          |
| 12/04/2023        | 100174     | Steadfast Environmental, LLC       | Invoice: SE-23227 (Reference: Monthly Maintenance - Dec 2023. )                                   |                     | 3,370.14          | 310,210.57          |
| 12/04/2023        | 100175     | HV Solar Lighting                  | Invoice: 104 (Reference: Dec 2023. ) Invoice: 105 (Reference: Edgemont Base December 2023. )      |                     | 20,680.00         | 289,530.57          |
| 12/04/2023        | 100176     | Clean Star Services                | Invoice: 11068 (Reference: Trash P/U - Nov 2023. )                                                |                     | 310.00            | 289,220.57          |
| 12/04/2023        | 100177     | Kutak Rock LLP                     | Invoice: 3310419 (Reference: General Legal Matters -Oct 2023. )                                   |                     | 8,129.05          | 281,091.52          |
| 12/04/2023        | 100178     | Vesta District Services            | Invoice: 415332 (Reference: Monthly Mgmt. Fee. )                                                  |                     | 3,261.67          | 277,829.85          |
| 12/04/2023        | 100179     | Down to Earth                      | Invoice: INV174860 (Reference: Controller A replacement. )                                        |                     | 7,541.89          | 270,287.96          |
| 12/06/2023        | 1206ACH1   | Sunshine Water Services            | Basswood Ln Island Irrigation 9/26/23 - 10/25/23                                                  |                     | 1,011.50          | 269,276.46          |
| 12/11/2023        |            |                                    | Deposit                                                                                           | 145,202.70          |                   | 414,479.16          |
| 12/11/2023        |            |                                    | Deposit                                                                                           | 97,828.94           |                   | 512,308.10          |
| 12/13/2023        | 100180     | Dibartolomeo, McBee, Hartley & Bar | Invoice: 90097983 (Reference: Audit FYE 09/30/2022. )                                             |                     | 3,750.00          | 508,558.10          |
| 12/13/2023        | 100181     | Stantec Consulting Services,Inc    | Invoice: 2163937 (Reference: Consulting Services. )                                               |                     | 7,729.36          | 500,828.74          |
| 12/13/2023        | 100182     | Down to Earth                      | Invoice: INV17459 (Reference: Monthly Maintenance. )                                              |                     | 26,226.25         | 474,602.49          |
| 12/13/2023        |            |                                    | Deposit                                                                                           | 894,431.58          |                   | 1,369,034.07        |
| 12/13/2023        |            |                                    | Deposit                                                                                           | 587,839.65          |                   | 1,956,873.72        |
| 12/27/2023        | 1227ACH1   | SECO Energy                        | 16920 Sawgrass Bay Blvd 11/14/23 - 12/13/23                                                       |                     | 49.00             | 1,956,824.72        |
| 12/28/2023        |            |                                    | Deposit                                                                                           | 137,711.16          |                   | 2,094,535.88        |
| 12/28/2023        |            |                                    | Deposit                                                                                           | 83,696.71           |                   | 2,178,232.59        |
| 12/30/2023        | 1ACH123023 | SECO Energy                        | 17494 Sawgrass Bay Blvd (Well #2) 14/16-12/13/23                                                  |                     | 37.00             | 2,178,195.59        |
| 12/30/2023        | 2ACH123023 | SECO Energy                        | 17325 Sawgrass Bay Blvd 11/14-12/13/23                                                            |                     | 282.00            | 2,177,913.59        |
| 12/30/2023        | 3ACH123023 | SECO Energy                        | 17052 Basswood Lane 11/14/2023 TO 12/13/2023                                                      |                     | 39.00             | 2,177,874.59        |
| 12/30/2023        | 4ACH123023 | SECO Energy                        | 17650 Sawgrass Bay Blvd 11/14/2023 TO 12/13/2023                                                  |                     | 41.00             | 2,177,833.59        |
| <b>12/30/2023</b> |            |                                    |                                                                                                   | <b>1,946,710.74</b> | <b>86,670.61</b>  | <b>2,177,833.59</b> |
| 01/01/2024        | 1ACH010124 | Sunshine Water Services            | Goldcrest Loop Playground 10/24/22-11/22/23                                                       |                     | 13.21             | 2,177,820.38        |
| 01/01/2024        | 2ACH010124 | Sunshine Water Services            | Butterfly Pea Ct Cul-De-Sac 10/24-11/22/23                                                        |                     | 13.21             | 2,177,807.17        |

| Date             | Check #    | Payee                                  | Transaction                                                                                       | Deposit           | Disbursement     | Balance             |
|------------------|------------|----------------------------------------|---------------------------------------------------------------------------------------------------|-------------------|------------------|---------------------|
| 01/01/2024       | 0101ACH1   | Sunshine Water Services                | Basswood Ln Island Irrigation 10/25/23 - 11/27/23                                                 |                   | 1,186.40         | 2,176,620.77        |
| 01/03/2024       | 1645       | David Jordan Lake County Tax Collector | Account #2424260001-000-01800                                                                     |                   | 3,014.40         | 2,173,606.37        |
| 01/05/2024       | 100183     | Steadfast Environmental, LLC           | Invoice: SE-23394 (Reference: Routine Aquatic Maintenance - Jan 2024. )                           |                   | 3,370.14         | 2,170,236.23        |
| 01/05/2024       | 100184     | Clean Star Services                    | Invoice: 11281 (Reference: Monthly Trash Service - Dec 2023. )                                    |                   | 310.00           | 2,169,926.23        |
| 01/05/2024       | 100185     | Kutak Rock LLP                         | Invoice: 3328404 (Reference: General Counsel. )                                                   |                   | 3,094.72         | 2,166,831.51        |
| 01/05/2024       | 100186     | Down to Earth                          | Invoice: INV178708 (Reference: Lawn care Recurring Monthly Maintenance Jan 2024. )                |                   | 26,226.25        | 2,140,605.26        |
| 01/08/2024       | 1646       | Eugene J. Mastrangeli                  | BOS MTG 12/28/23                                                                                  |                   | 200.00           | 2,140,405.26        |
| 01/08/2024       | 1647       | Michael W. Aube                        | BOS MTG 12/28/23                                                                                  |                   | 200.00           | 2,140,205.26        |
| 01/08/2024       | 1648       | Robert J. Wolski                       | BOS MTG 12/28/23                                                                                  |                   | 200.00           | 2,140,005.26        |
| 01/08/2024       | 1649       | William Tyler Flint                    | BOS MTG 12/28/23                                                                                  |                   | 200.00           | 2,139,805.26        |
| 01/11/2024       | 100187     | Fountain Design Group, Inc.            | Invoice: 32149A (Reference: QUARTERLY CLEANING OF ONE LAKE FOUNTAIN. )                            |                   | 175.00           | 2,139,630.26        |
| 01/11/2024       | 100188     | HV Solar Lighting                      | Invoice: 120 (Reference: Street Light Installation. ) Invoice: 121 (Reference: Street Light Pr... |                   | 20,680.00        | 2,118,950.26        |
| 01/11/2024       | 100189     | Stantec Consulting Services, Inc       | Invoice: 2178747 (Reference: Consulting Services. )                                               |                   | 6,955.06         | 2,111,995.20        |
| 01/11/2024       | 100190     | Vesta District Services                | Invoice: 415819 (Reference: Billable Expenses - Nov 2023. ) Invoice: 416276 (Reference: Monthl... |                   | 3,291.67         | 2,108,703.53        |
| 01/11/2024       |            |                                        | Deposit                                                                                           | 296,536.17        |                  | 2,405,239.70        |
| 01/12/2024       | 1650       | Disclosure Technology Services LLC     | Disclosure Report                                                                                 |                   | 1,000.00         | 2,404,239.70        |
| 01/16/2024       | 1651       | Carl M. Weston                         | BOS MTG 12/28/23                                                                                  |                   | 200.00           | 2,404,039.70        |
| 01/18/2024       | 1652       | Regions Bank.                          |                                                                                                   |                   | 10,500.00        | 2,393,539.70        |
| 01/19/2024       | EFT011924  | Sunshine Water Services                |                                                                                                   |                   | 179.00           | 2,393,360.70        |
| 01/22/2024       | 100191     | Down to Earth                          | Invoice: INV179510 (Reference: Replace grass w/mulch by Palms entrance. )                         |                   | 900.15           | 2,392,460.55        |
| 01/24/2024       |            |                                        | Deposit                                                                                           | 2,590.17          |                  | 2,395,050.72        |
| 01/25/2024       | 1654       | Carl M. Weston                         | BOS MTG 1/25/24                                                                                   |                   | 200.00           | 2,394,850.72        |
| 01/25/2024       | 1655       | Eugene J. Mastrangeli                  | BOS MTG 1/25/24                                                                                   |                   | 200.00           | 2,394,650.72        |
| 01/25/2024       | 1656       | Michael W. Aube                        | BOS MTG 1/25/24                                                                                   |                   | 200.00           | 2,394,450.72        |
| 01/29/2024       | 100192     | Kutak Rock LLP                         | Invoice: 3340525 (Reference: Legal Advertising. )                                                 |                   | 3,298.50         | 2,391,152.22        |
| 01/30/2024       | 1ACH013024 | Sunshine Water Services                | Butterfly Pea Ct Cul-De-Sac 11/22-12/26/23                                                        |                   | 13.21            | 2,391,139.01        |
| 01/30/2024       | 2ACH013024 | Sunshine Water Services                | Goldcrest Loop Playground 11/22/22-12/26/23                                                       |                   | 13.37            | 2,391,125.64        |
| 01/30/2024       | 100193     | Clean Star Services                    | Invoice: 11486 (Reference: Trash Service 1/2024. )                                                |                   | 310.00           | 2,390,815.64        |
| <b>1/31/2024</b> |            |                                        |                                                                                                   | <b>299,126.34</b> | <b>86,144.29</b> | <b>2,390,815.64</b> |
| 02/01/2024       | 0201ACH1   | Sunshine Water Services                | Basswood Ln Island Irrigation 11/27/23 - 12/26/23                                                 |                   | 915.73           | 2,389,899.91        |
| 02/02/2024       | 1ACH020224 | SECO Energy                            | 17650 Sawgrass Bay Blvd 12/13/2023 TO 1/16/2024                                                   |                   | 48.00            | 2,389,851.91        |
| 02/02/2024       | 2ACH020224 | SECO Energy                            | 17052 Basswood Lane 12/13/2023 TO 1/16/2024                                                       |                   | 46.00            | 2,389,805.91        |
| 02/02/2024       | 3ACH020224 | SECO Energy                            | 17325 Sawgrass Bay Blvd 12/13-1/16/24                                                             |                   | 333.00           | 2,389,472.91        |
| 02/02/2024       | 4ACH020224 | SECO Energy                            | 17494 Sawgrass Bay Blvd (Well #2) 12/13-1/16/24                                                   |                   | 44.00            | 2,389,428.91        |
| 02/02/2024       | 5ACH020224 | SECO Energy                            | 16920 Sawgrass Bay Blvd 12/13/23 - 1/16/24                                                        |                   | 54.00            | 2,389,374.91        |
| 02/15/2024       | 100194     | Steadfast Environmental, LLC           | Invoice: SE-23514 (Reference: Routine Aquatic Maintenance Feb 2024. )                             |                   | 3,370.14         | 2,386,004.77        |
| 02/15/2024       | 100195     | HV Solar Lighting                      | Invoice: 147 (Reference: Streetlight Installation. ) Invoice: 148 (Reference: Streetlight Inst... |                   | 20,680.00        | 2,365,324.77        |
| 02/15/2024       | 100196     | Stantec Consulting Services, Inc       | Invoice: 2191691 (Reference: 2024 FY General Consulting. )                                        |                   | 3,225.00         | 2,362,099.77        |
| 02/15/2024       | 100197     | Vesta District Services                | Invoice: 416538 (Reference: MICROSOFT - Supervisor Email Hosting. ) Invoice: 416853 (Reference... |                   | 3,291.67         | 2,358,808.10        |
| 02/15/2024       |            |                                        | Deposit                                                                                           | 43,896.84         |                  | 2,402,704.94        |
| 02/20/2024       | 100198     | Kutak Rock LLP                         | Invoice: 3353179 (Reference: General Counsel. )                                                   |                   | 3,119.02         | 2,399,585.92        |
| 02/26/2024       | 1657       | Carl M. Weston                         | BOS MTG 2/22/24                                                                                   |                   | 200.00           | 2,399,385.92        |
| 02/26/2024       | 1658       | Eugene J. Mastrangeli                  | BOS MTG 2/22/24                                                                                   |                   | 200.00           | 2,399,185.92        |
| 02/26/2024       | 1659       | Michael W. Aube                        | BOS MTG 2/22/24                                                                                   |                   | 200.00           | 2,398,985.92        |
| 02/26/2024       | 1660       | Robert J. Wolski                       | BOS MTG 2/22/24                                                                                   |                   | 200.00           | 2,398,785.92        |
| 02/26/2024       | 1661       | William Tyler Flint                    | BOS MTG 2/22/24                                                                                   |                   | 200.00           | 2,398,585.92        |
| 02/27/2024       | 100199     | BIO-TECH CONSULTING, INC.              | Invoice: 178349 (Reference: Mitigation Services. )                                                |                   | 7,500.00         | 2,391,085.92        |
| 02/27/2024       | 100200     | Vesta District Services                | Invoice: 417243 (Reference: Billable Expenses - Jan 2024. )                                       |                   | 1,680.06         | 2,389,405.86        |

| Date             | Check #     | Payee                           | Transaction                                                                                       | Deposit          | Disbursement     | Balance             |
|------------------|-------------|---------------------------------|---------------------------------------------------------------------------------------------------|------------------|------------------|---------------------|
| 02/27/2024       | 100201      | APEX Home Improvement           | Invoice: 405 (Reference: Install 15 Signs. )                                                      |                  | 850.00           | 2,388,555.86        |
| 02/27/2024       | 0227EFT1    | Sunshine Water Services         | Paragon Ln - Playground Irrigation 11/27/23 - 12/27/23                                            |                  | 197.59           | 2,388,358.27        |
| <b>2/29/2024</b> |             |                                 |                                                                                                   | <b>43,896.84</b> | <b>46,354.21</b> | <b>2,388,358.27</b> |
| 03/01/2024       | 1ACH030124  | SECO Energy                     | 16920 Sawgrass Bay Blvd 1/16/24 - 2/13/24                                                         |                  | 46.00            | 2,388,312.27        |
| 03/01/2024       | 32ACH030124 | SECO Energy                     | 17494 Sawgrass Bay Blvd (Well #2) 1/16-2/13/24                                                    |                  | 36.00            | 2,388,276.27        |
| 03/01/2024       | 3ACH030124  | SECO Energy                     | 17325 Sawgrass Bay Blvd 1/16-2/13/24                                                              |                  | 272.00           | 2,388,004.27        |
| 03/01/2024       | 0301ACH1    | SECO Energy                     | 17650 Sawgrass Bay Blvd 01/16/2024 TO 02/13/2024                                                  |                  | 78.00            | 2,387,926.27        |
| 03/01/2024       | 0301ACH2    | SECO Energy                     | 17052 Basswood Lane 01/16/2024 TO 02/13/2024                                                      |                  | 38.00            | 2,387,888.27        |
| 03/01/2024       | 1662        | Regions Bank.                   | Annual Trustee Fees Series 2021                                                                   |                  | 3,500.00         | 2,384,388.27        |
| 03/01/2024       | 100202      | Vesta District Services         | Invoice: 417400 (Reference: Monthly Mgmt. Fee - Mar 2024. )                                       |                  | 3,261.67         | 2,381,126.60        |
| 03/04/2024       | 1ACH030424  | Sunshine Water Services         | Goldcrest Loop Playground 12/26/23-1/24/24                                                        |                  | 13.25            | 2,381,113.35        |
| 03/04/2024       | 2ACH030424  | Sunshine Water Services         | Butterfly Pea Ct Cul-De-Sac 12/2623-1/24/24                                                       |                  | 13.25            | 2,381,100.10        |
| 03/04/2024       | ACH030424   | Sunshine Water Services         | Paragon Ln - Playground Irrigation 12/27/23-1/31/24                                               |                  | 259.06           | 2,380,841.04        |
| 03/04/2024       | 0304ACH1    | Sunshine Water Services         | Basswood Ln Island Irrigation 12/26/23 - 1/24/24                                                  |                  | 582.28           | 2,380,258.76        |
| 03/13/2024       | 100203      | Orlando Sentinel                | Invoice: 088602451000 (Reference: Legal Advertising. )                                            |                  | 207.00           | 2,380,051.76        |
| 03/13/2024       | 100204      | HV Solar Lighting               | Invoice: 155 (Reference: Street Light Project. ) Invoice: 159 (Reference: Light Installation. )   |                  | 20,680.00        | 2,359,371.76        |
| 03/13/2024       | 100205      | Down to Earth                   | Invoice: INV183714 (Reference: Irrigation Repairs. ) Invoice: 030124- (Reference: Lawncare Mai... |                  | 26,976.81        | 2,332,394.95        |
| 03/13/2024       | 100206      | Steadfast Environmental, LLC    | Invoice: SE-23660 (Reference: Routine Aquatic Maintenance March 2024. )                           |                  | 3,370.14         | 2,329,024.81        |
| 03/13/2024       | 100207      | Clean Star Services             | Invoice: 11724 (Reference: Monthly Trash Service. )                                               |                  | 310.00           | 2,328,714.81        |
| 03/13/2024       | 100208      | Stantec Consulting Services,Inc | Invoice: 2203943 (Reference: General Consulting. )                                                |                  | 2,895.00         | 2,325,819.81        |
| 03/13/2024       | 100209      | Vesta District Services         | Invoice: 418164 (Reference: Billable Expenses - Feb 2024. )                                       |                  | 208.49           | 2,325,611.32        |
| 03/15/2024       | 100210      | Stantec Consulting Services,Inc | Invoice: 2109996 (Reference: General Engineering Services. ) Invoice: 2136955 (Reference: Gene... |                  | 15,340.88        | 2,310,270.44        |
| 03/25/2024       | 1663        | Regions Bank.                   | Annual Trustee Fees Series 2022                                                                   |                  | 3,500.00         | 2,306,770.44        |
| 03/26/2024       |             |                                 | Deposit                                                                                           | 25,606.77        |                  | 2,332,377.21        |
| 03/28/2024       | 0328ACH1    | Sunshine Water Services         | Paragon Ln - Playground Irrigation 1/31/24 - 2/29/24                                              |                  | 256.98           | 2,332,120.23        |
| <b>3/31/2024</b> |             |                                 |                                                                                                   | <b>25,606.77</b> | <b>81,844.81</b> | <b>2,332,120.23</b> |
| 04/01/2024       | 040124ACH1  | Sunshine Water Services         | Goldcrest Loop Playground 1/24/24 - 2/21/24                                                       |                  | 13.46            | 2,332,106.77        |
| 04/01/2024       | 040124ACH2  | Sunshine Water Services         | Butterfly Pea Ct Cul-De-Sac 1/24/24 - 2/21/24                                                     |                  | 15.33            | 2,332,091.44        |
| 04/01/2024       | 040124ACH3  | Sunshine Water Services         | Basswood Ln Island Irrigation 1/24/24 - 2/21/24                                                   |                  | 847.74           | 2,331,243.70        |
| 04/02/2024       | 1664        | Carl M. Weston                  | BOS MTG 3/28/24                                                                                   |                  | 200              | 2,331,043.70        |
| 04/02/2024       | 1665        | Eugene J. Mastrangeli           | BOS MTG 3/28/24                                                                                   |                  | 200              | 2,330,843.70        |
| 04/02/2024       | 1666        | Michael W. Aube                 | BOS MTG 3/28/24                                                                                   |                  | 200              | 2,330,643.70        |
| 04/02/2024       | 1667        | Robert J. Wolski                | BOS MTG 3/28/24                                                                                   |                  | 200              | 2,330,443.70        |
| 04/03/2024       | 0403ACH2    | SECO Energy                     | 17052 Basswood Lane 02/13/2024 TO 3/15/24                                                         |                  | 42               | 2,330,401.70        |
| 04/03/2024       | 0403ACH1    | SECO Energy                     | 17650 Sawgrass Bay Blvd 02/13/2024 TO 3/15/24                                                     |                  | 112              | 2,330,289.70        |
| 04/03/2024       | 0403ACH3    | SECO Energy                     | 17325 Sawgrass Bay Blvd 02/13/2024 TO 3/15/24                                                     |                  | 300              | 2,329,989.70        |
| 04/03/2024       | 0403ACH4    | SECO Energy                     | 16920 Sawgrass Bay Blvd 02/13/2024 TO 3/15/24                                                     |                  | 52               | 2,329,937.70        |
| 04/03/2024       | 0403ACH5    | SECO Energy                     | 17494 Sawgrass Bay Blvd (Well #2) 02/13/2024 TO 3/15/24                                           |                  | 40               | 2,329,897.70        |
| 04/04/2024       | ACH04042024 | Regions Bank.                   |                                                                                                   |                  | 1,526,225.88     | 803,671.82          |
| 04/08/2024       | 100211      | Steadfast Environmental, LLC    | Invoice: SE-23965 (Reference: Routine Aquatic Maintenance - April 2024. )                         |                  | 3,370.14         | 800,301.68          |
| 04/08/2024       | 100212      | Stantec Consulting Services,Inc | Invoice: 2216165 (Reference: Period Ending 3/29/24. )                                             |                  | 2,045.39         | 798,256.29          |
| 04/09/2024       | 100213      | A & A Playground Services Inc.  | Invoice: 33355 (Reference: Playground Inspection. )                                               |                  | 1,250.00         | 797,006.29          |
| 04/09/2024       | 100214      | Down to Earth                   | Invoice: INV181815 (Reference: Lawn Maintenance Feb. ) Invoice: 97580 (Reference: Irrigation R... |                  | 26,423.90        | 770,582.39          |
| 04/09/2024       | 100215      | Clean Star Services             | Invoice: 11918 (Reference: March Trash Service. )                                                 |                  | 310              | 770,272.39          |
| 04/09/2024       | 100216      | Vesta District Services         | Invoice: 418230 (Reference: Monthly contracted management fees April. )                           |                  | 3,261.67         | 767,010.72          |
| 04/09/2024       | 100217      | Down to Earth                   | Invoice: 93895 (Reference: March 2024 Lawncare Maintenance. )                                     |                  | 26,226.25        | 740,784.47          |
| 04/12/2024       |             |                                 | Deposit                                                                                           | 27,544.60        |                  | 768,329.07          |
| 04/18/2024       | 146         | Serenoa POA                     |                                                                                                   | 791.95           |                  | 769,121.02          |
| 04/23/2024       | 100218      | BIO-TECH CONSULTING, INC.       | Invoice: 178316 (Reference: Wetland Mitigation. )                                                 |                  | 8,000.00         | 761,121.02          |
| 04/23/2024       | 100219      | Orlando Sentinel                | Invoice: 090539454000 (Reference: Legal Advertising. )                                            |                  | 121              | 761,000.02          |

| Date             | Check #    | Payee                            | Transaction                                                                                       | Deposit          | Disbursement        | Balance           |
|------------------|------------|----------------------------------|---------------------------------------------------------------------------------------------------|------------------|---------------------|-------------------|
| 04/23/2024       | 100220     | HV Solar Lighting                | Invoice: 165 (Reference: Light Installation. ) Invoice: 164 (Reference: Street Light Project. )   |                  | 20,680.00           | 740,320.02        |
| 04/23/2024       | 100221     | Kutak Rock LLP                   | Invoice: 3380710 (Reference: General Counsel. )                                                   |                  | 4,055.64            | 736,264.38        |
| 04/23/2024       | 100222     | Down to Earth                    | Invoice: 99453 (Reference: Remove Palmetto palm on Sawgrass Blvd. )                               |                  | 2,616.21            | 733,648.17        |
| 04/23/2024       | 100223     | Fountain Design Group, Inc.      | Invoice: 33009A (Reference: QUARTERLY CLEANING. )                                                 |                  | 175                 | 733,473.17        |
| 04/29/2024       | 0429ACH1   | Sunshine Water Services          | Goldcrest Loop Playground 2/21/24 - 3/21/24                                                       |                  | 13.33               | 733,459.84        |
| 04/29/2024       | 0429ACH2   | Sunshine Water Services          | Butterfly Pea Ct Cul-De-Sac 02/21/24 - 3/21/24                                                    |                  | 20.72               | 733,439.12        |
| 04/29/2024       | 1668       | Carl M. Weston                   | BOS Workshop 4/24/24                                                                              |                  | 200                 | 733,239.12        |
| 04/29/2024       | 1669       | Eugene J. Mastrangeli            | BOS Workshop 4/24/24                                                                              |                  | 200                 | 733,039.12        |
| 04/29/2024       | 1670       | Michael W. Aube                  | BOS Workshop 4/24/24                                                                              |                  | 200                 | 732,839.12        |
| 04/29/2024       | 1671       | Robert J. Wolski                 | BOS Workshop 4/24/24                                                                              |                  | 200                 | 732,639.12        |
| 04/29/2024       | 1672       | William Tyler Flint              | BOS Workshop 4/24/24                                                                              |                  | 200                 | 732,439.12        |
| 04/29/2024       | 1673       | Carl M. Weston                   | BOS Meeting 4/25/24                                                                               |                  | 200                 | 732,239.12        |
| 04/29/2024       | 1674       | Michael W. Aube                  | BOS Meeting 4/25/24                                                                               |                  | 200                 | 732,039.12        |
| 04/29/2024       | 1675       | Robert J. Wolski                 | BOS Meeting 4/25/24                                                                               |                  | 200                 | 731,839.12        |
| 04/29/2024       | 1676       | William Tyler Flint              | BOS Meeting 4/25/24                                                                               |                  | 200                 | 731,639.12        |
| 04/29/2024       | 1682       | Eugene J. Mastrangeli            | BOS Meeting 4/25/24                                                                               |                  | 200                 | 731,439.12        |
| <b>4/30/2024</b> |            |                                  |                                                                                                   | <b>28,336.55</b> | <b>1,629,017.66</b> | <b>731,439.12</b> |
| 05/01/2024       | 050124ACH1 | Sunshine Water Services          | Paragon Ln - Playground Irrigation 2/29/24 - 3/28/24                                              |                  | 279.93              | 731,159.19        |
| 05/01/2024       | 050124ACH2 | Sunshine Water Services          | Basswood Ln Island Irrigation 2/21/24 - 3/21/24                                                   |                  | 1,009.41            | 730,149.78        |
| 05/02/2024       | 0502ACH1   | SECO Energy                      | 17052 Basswood Lane 3/15/24 to 4/15/24                                                            |                  | 42.00               | 730,107.78        |
| 05/02/2024       | 0502ACH2   | SECO Energy                      | 17650 Sawgrass Bay Blvd 3/15/24 to 4/15/24                                                        |                  | 92.00               | 730,015.78        |
| 05/02/2024       | 0502ACH3   | SECO Energy                      | 16920 Sawgrass Bay Blvd 3/15/24 to 4/15/24                                                        |                  | 53.00               | 729,962.78        |
| 05/02/2024       | 0502ACH4   | SECO Energy                      | 17494 Sawgrass Bay Blvd (Well #2) 3/15/24 to 4/15/24                                              |                  | 40.00               | 729,922.78        |
| 05/02/2024       | 0502ACH5   | SECO Energy                      | 17325 Sawgrass Bay Blvd 3/15/24 to 4/15/24                                                        |                  | 299.00              | 729,623.78        |
| 05/03/2024       | 100224     | Vesta District Services          | Invoice: 418715 (Reference: Billable Expenses - Mar 2024. ) Invoice: 418905 (Reference: Monthl... |                  | 3,325.76            | 726,298.02        |
| 05/03/2024       | 100225     | Down to Earth                    | Invoice: 97143 (Reference: Monthly Lawncare Maintenance. )                                        |                  | 26,266.25           | 700,031.77        |
| 05/03/2024       | 100226     | Clean Star Services              | Invoice: 12078 (Reference: Monthly Services trash April. )                                        |                  | 310.00              | 699,721.77        |
| 05/03/2024       | 100227     | BIO-TECH CONSULTING, INC.        | Invoice: 179553 (Reference: Mitigation Monitoring. )                                              |                  | 2,400.00            | 697,321.77        |
| 05/07/2024       |            |                                  | Deposit                                                                                           | 18,321.60        |                     | 715,643.37        |
| 05/09/2024       | 100229     | BIO-TECH CONSULTING, INC.        | Invoice: 179218 (Reference: Mitigation Monitoring. )                                              |                  | 150.00              | 715,493.37        |
| 05/16/2024       | 100230     | Down to Earth                    | Invoice: 102078 (Reference: Irrigation Repairs. )                                                 |                  | 515.16              | 714,978.21        |
| 05/16/2024       | 100231     | Orlando Sentinel                 | Invoice: 092136455000 (Reference: Legal Advertising. )                                            |                  | 373.50              | 714,604.71        |
| 05/16/2024       | 100232     | Stantec Consulting Services, Inc | Invoice: 2229803 (Reference: General Consulting. )                                                |                  | 4,790.80            | 709,813.91        |
| 05/17/2024       | 100233     | Kutak Rock LLP                   | Invoice: 3394414 (Reference: General Counsel. )                                                   |                  | 5,178.30            | 704,635.61        |
| 05/20/2024       | 100234     | Vesta District Services          | Invoice: 419528 (Reference: Billable Expenses - Apr 2024. )                                       |                  | 585.96              | 704,049.65        |
| 05/28/2024       | 1683       | Carl M. Weston                   | BOS Meeting 5/23/24                                                                               |                  | 200.00              | 703,849.65        |
| 05/28/2024       | 1684       | Eugene J. Mastrangeli            | BOS Meeting 5/23/24                                                                               |                  | 200.00              | 703,649.65        |
| 05/28/2024       | 1685       | Michael W. Aube                  | BOS Meeting 5/23/24                                                                               |                  | 200.00              | 703,449.65        |
| 05/28/2024       | 1686       | Robert J. Wolski                 | BOS Meeting 5/23/24                                                                               |                  | 200.00              | 703,249.65        |
| 05/29/2024       | 100235     | Clean Star Services              | Invoice: 12362 (Reference: Trash Service 5/2024. )                                                |                  | 310.00              | 702,939.65        |
| 05/31/2024       | 100236     | Down to Earth                    | Invoice: 101154 (Reference: Lawncare Recurring Monthly Maintenance May. )                         |                  | 26,226.25           | 676,713.40        |
| 05/31/2024       | 100237     | American Mulch & Soil            | Invoice: 3828 (Reference: Playground Mulch Installed. )                                           |                  | 2,340.00            | 674,373.40        |
| 05/31/2024       | 100238     | Steadfast Environmental, LLC     | Invoice: SE-24112 (Reference: Routine Aquatic Maintenance May. )                                  |                  | 3,370.14            | 671,003.26        |
| 05/31/2024       | 053124ACH1 | Sunshine Water Services          | Goldcrest Loop Playground 3/21/24 - 4/22/24                                                       |                  | 13.49               | 670,989.77        |
| 05/31/2024       | 053124ACH2 | Sunshine Water Services          | Butterfly Pea Ct Cul-De-Sac 3/21/24 - 4/22/24                                                     |                  | 29.94               | 670,959.83        |
| 05/31/2024       | 053124ACH3 | Sunshine Water Services          | Basswood Ln Island Irrigation 3/21/24 - 4/22/24                                                   |                  | 778.00              | 670,181.83        |
| 05/31/2024       | 053124ACH4 | Sunshine Water Services          | Paragon Ln - Playground Irrigation 3/29/24 - 4/30/24                                              |                  | 349.46              | 669,832.37        |
| <b>5/31/2024</b> |            |                                  |                                                                                                   | <b>18,321.60</b> | <b>79,928.35</b>    | <b>669,832.37</b> |
| 06/03/2024       | 100239     | Down to Earth                    | Invoice: 104024 (Reference: Well Pump Repairs. ) Invoice: 104023 (Reference: Irrigation repair... |                  | 1,199.12            | 668,633.25        |
| 06/03/2024       | 060324ACH1 | SECO Energy                      | 16920 Sawgrass Bay Blvd 4/15/24 to 5/15/24                                                        |                  | 83.00               | 668,550.25        |
| 06/03/2024       | 060324ACH2 | SECO Energy                      | 17494 Sawgrass Bay Blvd (Well #2) 3/15/24 to 5/15/24                                              |                  | 39.00               | 668,511.25        |
| 06/03/2024       | 060324ACH3 | SECO Energy                      | 17325 Sawgrass Bay Blvd 4/15/24 to 5/15/24                                                        |                  | 334.00              | 668,177.25        |
| 06/03/2024       | 060324ACH4 | SECO Energy                      | 17052 Basswood Lane 4/15/24 to 5/15/24                                                            |                  | 41.00               | 668,136.25        |

| Date             | Check #    | Payee                                  | Transaction                                                                                       | Deposit          | Disbursement      | Balance           |
|------------------|------------|----------------------------------------|---------------------------------------------------------------------------------------------------|------------------|-------------------|-------------------|
| 06/03/2024       | 060324ACH5 | SECO Energy                            | 17650 Sawgrass Bay Blvd 4/15/24 to 5/15/24                                                        |                  | 136.00            | 668,000.25        |
| 06/04/2024       | 100240     | BIO-TECH CONSULTING, INC.              | Invoice: 179779 (Reference: Mitigation Monitoring. )                                              |                  | 2,400.00          | 665,600.25        |
| 06/04/2024       | 100241     | HV Solar Lighting                      | Invoice: 191 (Reference: Street Light Project. ) Invoice: 190 (Reference: Light Installation. )   |                  | 20,680.00         | 644,920.25        |
| 06/04/2024       | 100242     | LLS Tax Solutions Inc.                 | Invoice: 003395 (Reference: Arbitrage Services. )                                                 |                  | 650.00            | 644,270.25        |
| 06/04/2024       | 100243     | Swine Solutions, LLC                   | Invoice: 499 (Reference: Monthly Trapping Service. )                                              |                  | 1,550.00          | 642,720.25        |
| 06/07/2024       | 1687       | HV Solar Lighting                      |                                                                                                   |                  | 20,680.00         | 622,040.25        |
| 06/10/2024       | 231        |                                        | Correcting bank error. Check #100238 written for 3,370.14, paid 3,307.14                          | 63.00            |                   | 622,103.25        |
| 06/17/2024       |            |                                        | Deposit                                                                                           | 7,344.59         |                   | 629,447.84        |
| 06/20/2024       |            |                                        | Deposit                                                                                           | 9,675.54         |                   | 639,123.38        |
| 06/25/2024       | 1688       | Regions Bank.                          | Annual Trustee Fees Series 2021                                                                   |                  | 3,500.00          | 635,623.38        |
| 06/25/2024       | 1689       | Regions Bank.                          | Annual Trustee Fees Series 2019                                                                   |                  | 3,500.00          | 632,123.38        |
| 06/25/2024       | 100244     | Vesta District Services                | Invoice: 420050 (Reference: Billable Expenses - May 2024. ) Invoice: 420180 (Reference: Manage... |                  | 3,330.55          | 628,792.83        |
| <b>6/30/2024</b> |            |                                        |                                                                                                   | <b>17,083.13</b> | <b>58,122.67</b>  | <b>628,792.83</b> |
| 07/03/2024       | 070324ACH1 | SECO Energy                            | 16920 Sawgrass Bay Blvd 5/15/24 to 6/14/24                                                        |                  | 87.00             | 628,705.83        |
| 07/03/2024       | 070324ACH2 | SECO Energy                            | 17494 Sawgrass Bay Blvd (Well #2) 5/15/24 to 6/14/24                                              |                  | 39.00             | 628,666.83        |
| 07/03/2024       | 070324ACH3 | SECO Energy                            | 17325 Sawgrass Bay Blvd 5/15/24 to 6/14/24                                                        |                  | 335.00            | 628,331.83        |
| 07/03/2024       | 070324ACH4 | SECO Energy                            | 17052 Basswood Lane 5/15/24 to 6/14/24                                                            |                  | 41.00             | 628,290.83        |
| 07/03/2024       | 070324ACH5 | SECO Energy                            | 17650 Sawgrass Bay Blvd 5/15/24 to 6/15/24                                                        |                  | 209.00            | 628,081.83        |
| 07/05/2024       | 070524ACH1 | Sunshine Water Services                | Paragon Ln - Playground Irrigation 4/30/24 - 5/31/24                                              |                  | 249.81            | 627,832.02        |
| 07/05/2024       | 070524ACH2 | Sunshine Water Services                | Basswood Ln Island Irrigation 4/22/24 - 5/22/24                                                   |                  | 2,002.57          | 625,829.45        |
| 07/05/2024       | 070524ACH3 | Sunshine Water Services                | Butterfly Pea Ct Cul-De-Sac 4/22/24 - 5/22/24                                                     |                  | 53.34             | 625,776.11        |
| 07/05/2024       | 070524ACH4 | Sunshine Water Services                | Goldercrest Loop Playground 4/22/24 - 5/22/24                                                     |                  | 13.43             | 625,762.68        |
| 07/08/2024       | 231R       |                                        | Reverse of GJE 231 -- Correcting bank error. Check #100238 written for 3,370.14, paid 3,307.14    |                  | 63.00             | 625,699.68        |
| 07/09/2024       | 1690       | Regions Bank.                          | Tax Distribution DS 2017                                                                          |                  | 4,797.91          | 620,901.77        |
| 07/09/2024       | 1691       | Regions Bank.                          | Tax Distribution DS 2017A-1                                                                       |                  | 14,273.62         | 606,628.15        |
| 07/09/2024       | 1692       | Regions Bank.                          | Tax Distribution DS 2019                                                                          |                  | 5,922.10          | 600,706.05        |
| 07/09/2024       | 1693       | Regions Bank.                          | Tax Distribution DS 2021                                                                          |                  | 5,439.05          | 595,267.00        |
| 07/09/2024       | 1694       | Regions Bank.                          | Tax Distribution DS 2021 Phase 3/4                                                                |                  | 9,481.01          | 585,785.99        |
| 07/09/2024       | 1695       | Regions Bank.                          | Tax Distribution DS 2022                                                                          |                  | 3,624.39          | 582,161.60        |
| 07/11/2024       | 100245     | Steadfast Environmental, LLC           | Invoice: SE-24420 (Reference: Routine Aquatic Maintenance. ) Invoice: SE-24579 (Reference: Rou... |                  | 6,740.28          | 575,421.32        |
| 07/11/2024       | 100246     | Clean Star Services                    | Invoice: 12571 (Reference: Monthly Trash Collection. )                                            |                  | 310.00            | 575,111.32        |
| 07/11/2024       | 100247     | Stantec Consulting Services, Inc       | Invoice: 2245312 (Reference: General Consulting. )                                                |                  | 2,245.00          | 572,866.32        |
| 07/11/2024       | 100248     | Swine Solutions, LLC                   | Invoice: 508 (Reference: Monthly Trapping Service. )                                              |                  | 1,550.00          | 571,316.32        |
| 07/11/2024       | 100249     | Orlando Sentinel                       | Invoice: 094158370000 (Reference: Legal Advertising. )                                            |                  | 661.00            | 570,655.32        |
| 07/11/2024       | 100250     | HV Solar Lighting                      | Invoice: 202 (Reference: Light Installation. ) Invoice: 203 (Reference: Street Light Project: ... |                  | 20,680.00         | 549,975.32        |
| 07/11/2024       | 100251     | Fountain Design Group, Inc.            | Invoice: 33643A (Reference: QUARTERLY CLEANING OF ONE LAKE FOUNTAIN. )                            |                  | 175.00            | 549,800.32        |
| 07/11/2024       | 100252     | Kutak Rock LLP                         | Invoice: 3410534 (Reference: General Counsel. )                                                   |                  | 6,394.28          | 543,406.04        |
| 07/11/2024       | 100253     | Down to Earth                          | Invoice: 104663 (Reference: June 2024. ) Invoice: 107300 (Reference: Dead Tree Removal. ) In...   |                  | 36,711.02         | 506,695.02        |
| 07/12/2024       | 1696       | Gary J. Cooney, Clerk of Circuit Court | Encroachment Agreement Recording                                                                  |                  | 52.50             | 506,642.52        |
| 07/15/2024       | 1697       | Carl M. Weston                         | BOS Meeting 6/27/24                                                                               |                  | 200.00            | 506,442.52        |
| 07/15/2024       | 1698       | Eugene J. Mastrangeli                  | BOS Meeting 6/27/24                                                                               |                  | 200.00            | 506,242.52        |
| 07/15/2024       | 1699       | Michael W. Aube                        | BOS Meeting 6/27/24                                                                               |                  | 200.00            | 506,042.52        |
| 07/15/2024       | 1700       | Robert J. Wolski                       | BOS Meeting 6/27/24                                                                               |                  | 200.00            | 505,842.52        |
| 07/16/2024       | 100254     | Down to Earth                          | Invoice: 107301 (Reference: Dead Trees Removal. ) Invoice: 109221 (Reference: - Pine Bark Mulc... |                  | 34,340.51         | 471,502.01        |
| 07/16/2024       | 100255     | Vesta District Services                | Invoice: 420795 (Reference: Management Fees July. ) Invoice: 420748 (Reference: Billable Expen... |                  | 3,295.78          | 468,206.23        |
| 07/16/2024       | 100256     | Stantec Consulting Services, Inc       | Invoice: 2256559 (Reference: General Consulting. )                                                |                  | 3,096.09          | 465,110.14        |
| 07/16/2024       | 100257     | Swine Solutions, LLC                   | Invoice: 507 (Reference: Monthly Trapping Service. )                                              |                  | 1,550.00          | 463,560.14        |
| 07/16/2024       | 100258     | BIO-TECH CONSULTING, INC.              | Invoice: 180537 (Reference: Mitigation Monitoring. )                                              |                  | 7,000.00          | 456,560.14        |
| <b>7/31/2024</b> |            |                                        |                                                                                                   | <b>0.00</b>      | <b>172,232.69</b> | <b>456,560.14</b> |

# EXHIBIT 4



# **Lighting Services Agreement**

THIS LIGHTING SERVICES AGREEMENT (LSA) by and between Recovered Energy Technologies (USA) (The “Company”), and Avalon Groves Community Development District (the “Customer) provides as follows:

1. LIGHTING SERVICES DESCRIPTION. The Company shall furnish, install, operate and maintain, for the term of this agreement the following lighting equipment, all of which, together with accessories, attachments, replacements parts, additions and repairs, shall be referred to herein as the “Equipment.”
  - a. (135) Sunna UP2 solar lights – 20 ft above grade poles located at Serenoa Villages Phase 1: (“Installation site.”) Photometric Study attached as Addendum E.
  - b. (12) Sunna UP2 solar lights – 20 ft above grade poles located at Serenoa Villages Amenities Centre (“Installation site.”) Photometric Study attached as part of Addendum E.;
  - c. (81) Sunna UP4 solar lights – 24 ft above grade poles located at Avalon Groves – Sawgrass Boulevard including (6) lights for crosswalk safety. (“Installation site.”) Photometric Study attached as Addendum F.
2. PERMITS. The Customer shall be responsible for securing all permits required to deploy the Equipment at the Customer’s expense.
3. INSTALLATION. The Company shall be responsible for installing the equipment in a workmanlike manner and according to the scope of work described in Addendum A.
4. PAYMENTS. The Customer shall make monthly payments pursuant to the payment schedule as stated in Addendum D.
5. CONTRACT TERM. The Monthly Payments shall commence as soon as practical after the equipment is operational (Contract Start Date). This agreement shall end on the twentieth anniversary of the Contract Start Date. All payments outstanding at the termination or expiration of the agreement shall remain due and payable until paid.
6. COMPANY INSURANCE. The Company shall provide and maintain at Company expense property insurance against major destruction or loss as a result of wind, fire, hurricanes, floods, or, any major catastrophic event. The Company and/or its sub-contractors shall also obtain and maintain such insurance as will protect it from claims under workmen’s



compensation acts and from claims for damages because of property damage or bodily injury, including death, which may arise from and during operations under this Contract, whether such operations be by the Company or by any subcontractor or anyone directly or indirectly employed by either of them. The Company shall be responsible to the Customer for the acts and omissions of its employees, agents, subcontractors, and their employees, and other persons performing any of the work for or under this Contract with the Company. Any insurance obtained to mitigate such risk, including the Commercial General Liability and Automobile Liability Insurance listed below, shall name Customer and its staff, consultants, agents and supervisors as an additional insured. The Company shall furnish the Customer with the Certificate of Insurance evidencing compliance with this requirement. Such certificate must provide that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the Customer, except in the case of non-payment, in which case any change or termination shall not be effective within ten (10) days of prior written notice to the Customer. The Company shall obtain copies of each subcontractor's insurance certificates and shall provide those to Customer upon Customer's request. The company shall maintain insurance at the following rates:

- a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
  - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
  - c. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
7. WAIVER OF JURY TRIAL. The Customer and the Company hereby knowingly, intentionally, and voluntarily waive any right they and/or their successors and assigns may have to a trial by jury or a jury determination of any fact in any litigation based on this Contract, or arising, out of, under, or in connection with this Contract, or any agreements contemplated hereby, or any course of conduct, course of dealing, usage of trade, statements (whether verbal or written) or actions of the Parties.
8. NO OTHER EXPRESS OR IMPLIED WARRANTIES. WITH THE EXCEPTION OF THOSE WARRANTIES STATED IN THE PARAGRAPH HEREIN TITLED, "WARRANTIES," COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OF THE EQUIPMENT HEREBY CONTRACTED OR FOR ITS FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER

AGREES THAT REGARDLESS OF CAUSE, COMPANY IS NOT RESPONSIBLE FOR AND CUSTOMER SHALL NOT MAKE ANY CLAIM AGAINST COMPANY FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, SPECIAL, OR INDIRECT EXCEPT FOR DIRECT DAMAGES AND EXCEPT OTHERWISE PURSUANT TO THE PARAGRAPH HEREIN TITLED, "CUSTOMER REMEDIES."

9. PURCHASE OPTION. The Customer shall have the option to purchase the Equipment from the Company for the fair market value, plus a fee negotiated at the time of acquisition, at any time after the first day of the sixth year of this agreement. Fair market value shall be determined by an independent appraiser selected by the Company and paid for by the Customer. Upon payment of the Fair Market Value, the Company shall transfer the Company's interest in the Equipment to the Customer "As-Is, Where Is" without any representation or warranty whatsoever, at which time this Contract shall terminate. If the Customer does not exercise its option to purchase before this contract expires, this Contract shall terminate. Unless the Customer purchases the Equipment, the Company shall have the right, but not the obligation, upon termination or expiration to remove the equipment.
10. ADDITIONAL SIGNATURES EFFORTS. Each party agrees to execute any additional documents required by any third-party and obtain any approvals required for purposes of carrying out this agreement.
11. MAINTENANCE AND REPAIR. The Company shall provide, at the Company's cost and expense all required maintenance and repair. In the event that the equipment is disabled for any reason or if the Customer observes any damage to the Equipment, Customer shall promptly notify the Company. The Customer shall not permit any third party to touch, maintain, or repair the Equipment except those employed by the Company. In the event of the need for an emergency repair, the Customer shall immediately notify the Company who shall make reasonable efforts to have Equipment repaired. The Customer shall comply with all directions of the Company concerning emergency repairs. The Company shall perform routine inspections and maintenance.
12. CUSTOMER ACCESS. The Customer shall not touch or access any part of the equipment for any reason.
13. WARRANTIES. The Company warrants that the equipment will light the prescribed areas at the Foot Candles as detailed in the lighting studies supplied to the Customer. Failure to provide 80% of the stated lumens will deem a light as failed. The Company shall have the option to replace or repair the light at its expense. The Company will be required to provide light within 72 hours of a reported failure.
14. LATE CHARGES. If the Customer makes its payments more than five days after the date it is due, the Company shall be entitled to a late fee of one percent (1%) of the late or unpaid

Contract Payment, or such other amount as specified under Florida Law, which along with the late or unpaid Contract Payment shall be due with and included as part of the subsequent Contract Payment.

15. NO VOLUNTARY EARLY TERMINATION. Neither party has the right or option to voluntarily terminate this Contract except in the event of default.
16. DEFAULT. Any one or more of following events shall be considered a “default” under this Contract: (a) Failure of the Customer to pay any Contract Payments or other payment required to be paid hereunder at the time specified herein; and (b) Failure by the Customer to observe or perform any obligation under this agreement.
17. CUSTOMER REMEDIES. In the event the Company defaults under this agreement, the Customer shall, within ten (10) days of each default, provide written demand upon the Company to cure each default within thirty (30) days of the Company’s receipt of the written demand to cure (Cure Period). If Company fails to cure within the Cure Period, the Customer may terminate the agreement by providing written notice of termination to the Company within five (5) days of the expiration of the Cure Period. Upon terminating the Contract under this paragraph, the Customer shall no longer be obligated to pay any Contract Payments, however, all unpaid amounts shall remain due and owing including but not limited to any interest thereon, subject to any offsets. The Customer shall not be entitled to any damages, other than direct damages, for any breach by the Company. The Company shall not be liable for any loss of profit or special, indirect, incidental, or consequential damages whatsoever suffered by Customer or any third party or property as a result of such breach. THE COMPANY MAY AT ITS SOLE OPTION, BUT SHALL NOT BE OBLIGATED TO, DISASSEMBLE OR REMOVE THE EQUIPMENT OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO IN THE EVENT OF DEFAULT BY EITHER PARTY OR UPON THE EXPIRATION OR TERMINATION OF THIS CONTRACT. THIS PARAGRAPH SHALL SURVIVE THE AGREEMENT.
18. COMPANY REMEDIES. If Customer defaults, the Company may do one or more of the following: (a) cancel or terminate this Contract or any or all agreements that the Company has entered into with Customer; (b) require the Customer to immediately pay the Company, as compensation for loss of the Company’s bargain and not as a penalty, the sum equal to (i) the present value of all unpaid Contract Payments for the remainder of the term plus the present value of the estimated Fair Market Value of the Equipment to be determined by an appraiser chosen by the Company and paid for by the Customer at the time that would have been the natural expiration of the Contract, each discounted at 8% per annum, compounding monthly, plus (ii) all other amounts due or that become due under this Contract (Accelerated Payment). Interest shall accrue on the Accelerated Payment at 8% per annum, compounding monthly, from the date the Customer defaults until paid (Interest Charge) (Accelerated Payment and Interest Charge collectively referred to as Damages). The Customer agrees to

pay Damages and all of the Company's costs of enforcing this Contract whether or not suit is filed, including but not limited to filing costs, service of process, expert witness fees, and reasonable attorneys' fees. This paragraph shall survive the agreement.

19. **TITLE AND TAX BENEFITS.** The Company is the owner of and shall hold title to the Equipment. All benefits of owning and operating the Equipment shall inure to the Company, including but not limited to any governmental benefits, tax incentives, tax credits, or tax deductions. The Customer makes no representations as to the lawfulness or availability of any governmental benefits, tax incentives, tax credits, or tax deductions. This agreement conveys only the right to have the light generated by the equipment. The Customer agrees this transaction is a true Contract. However, if this transaction is deemed to be a Contract intended for security, Customer grants the Company a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments, and proceeds). In the event this Contract is deemed a finance Contract, the Customer shall deliver to the Company signed financing statements or other documents the Company reasonably requests to protect the Company's interest in the Equipment. THE CUSTOMER AUTHORIZES THE COMPANY TO FILE A COPY OF THIS CONTRACT AS A FINANCING STATEMENT AND APPOINT THE COMPANY OR THE COMPANY'S DESIGNEE AS CUSTOMER'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON CUSTOMER'S BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT.
20. **ASSIGNMENT OF CONTRACT.** THE CUSTOMER MAY NOT ASSIGN, SELL, TRANSFER, OR SUBCONTRACT THE EQUIPMENT OR CUSTOMER'S INTEREST IN THIS CONTRACT WITH EXPRESS WRITTEN PERMISSION OF COMPANY. The Company may, without notifying Customer, sell, assign, or transfer this Contract, any portion hereof, or Company's rights in the Equipment. Customer agrees that the new owner shall have the same rights and benefits that the Company now has under this Contract. The rights of the new owner shall not be subject to any claim, defense, or set-off Customer might have against the Company.
21. **EASEMENT RIGHTS.** The Customer shall provide the Company with written approval to install the street lighting. This may be in the form of a confirmation email stating that the Company has the right to install the poles and lights in the locations specified in the Lighting Study that was supplied to the Customer.
22. **ACCESS.** The Customer shall permit The Company reasonable access to any and all portions of the equipment for purposes of inspection, maintenance, testing, and repair.
23. **NOTICES.** All notices shall be provided by certified mail delivered to each party's principal office or, if the parties agree in a signed writing, by email to an email address stated by each of the parties. Notices shall be deemed provided when delivered unless otherwise stated herein.

24. **FORCE MAJEURE.** In the event of war, fire, governmental regulation, labor dispute, shortages, or delays caused by or affecting manufacturers, suppliers, shippers, and any other event beyond the Company's control and notwithstanding the paragraph herein titled, "CUSTOMER REMEDIES", The Company shall not be liable to the Customer for failure to perform any obligation under this Contract.
25. **JOINTLY DRAFTED.** Each party hereby acknowledges that this Contract was drafted jointly by the parties, and that both parties have had the opportunity to fully negotiate its terms and to have the assistance of independent counsel of each party's own choosing for the review of the terms of this Contract prior to its execution. In the event of any dispute over the interpretation of this Contract, its terms shall not be construed against or in favor of either party but shall be construed in a neutral manner.
26. **ENTIRE AGREEMENT.** The Parties agree that the terms and conditions contained in this Contract comprise the entire agreement between the parties regarding the Contract of the Equipment. No amendments to this Contract shall be permitted, unless signed by both parties. Both parties agree that the express terms of this Contract shall not be explained, modified, or contradicted by any prior course of dealing between the parties or by any usage of the general trade.
27. **COUNTERPARTS.** This Contract may be executed in on or more counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same documents. Documents delivered via facsimile or email with electronic signatures shall be considered originals.
28. **BINDING EFFECT.** This agreement shall inure to the benefit of, and shall be binding upon, Company and Customer and their respective successors and assigns.
29. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary herein, nothing herein shall be construed to be a waiver of the Customer's limit of liability contained in Section 768.28, Florida Statutes or other statute of law.
30. **PUBLIC ENTITY CRIMES.** The Company certifies, by acceptance of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provision of Section 287.133(2)(a), Florida Statutes.
31. **SCRUTINIZED COMPANIES.** Company certifies, by acceptance of this Agreement, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with



Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, and in the event such status changes, Company shall immediately notify Customer.

32. PUBLIC RECORDS. Company acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.

33. CERTIFICATION AND AUTHORIZATION. Each party expressly certifies that the authorized agent below has the authority to execute this agreement and that the party has complied with all internal policies, procedures, and applicable law upon which authority to execute this agreement is predicated. Furthermore the Customer certifies and agrees that it will do or cause to be done all acts necessary to effect and preserve the Contract in full force and effect, that it has complied with all bidding requirements where necessary, submitted this Contract to notice and hearing where applicable, any other acts required for approval and adoption of this Contract as a valid obligation by the Customer, and that it has sufficient funds available to pay all amounts due hereunder.

34. GOVERNING LAW AND SEVERABILITY. This Contract shall be governed by the laws of the State of Florida and any suits pertaining to this Contract shall be brought in the jurisdiction wherein the Equipment is located. If a court of competent jurisdiction shall determine that any provision of this agreement is unenforceable, the remaining provisions shall remain in full force and effect.

35. EFFECTIVE DATE. After both parties execute this Contract, the effective date shall be the date the first party executes the agreement. The start date of payments shall be the first day of the month following completion of the installation.

[Addenda Follow]

### Addendum A – Scope of Work

In accordance with the Customers plan, as detailed in the Photometric and Autonomy Studies submitted by the Company to the Customer, the Company shall install and maintain:

- 135 Sunna Design UP2 solar street lights at Serenoa Villages
- 12 Sunna Design UP2 solar street lights at Serenoa Amenities Centre
- 81 Sunna Design UP4 solar lights at Sawgrass Boulevard, Avalon Grove

LOCATION OF EQUIPMENT: The Customer shall stake the locations of Equipment on roadways and commercial property prior to the installation of the Equipment by the Company. To assist the Customer with the staking process, the Company shall provide the Customer with a final design sketch that reflects the Equipment locations approved by the Customer and will participate in the staking of light pole positions at the request of the Customer.

UNDERGROUND OBSTRUCTIONS: The Customer shall locate and advise the Company through the provision of an accurate map and other necessary written descriptions of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems (“Underground Facilities”) at the installation site at least two (2) days prior to the commencement of any work by the Company at the installation site. Any and all cost liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this paragraph, shall be paid by the Customer, except for those claims, losses or damages, including attorney’s fees and costs, which arise or are alleged to have arisen out of furnishing design, installation, operation, maintenance or removal of equipment. The phrase “property damage” includes, but is not limited to, damage to property of the Customer, the Company, or any third parties.



Addendum B: Lighting Configuration – Serenoa Villages

Number of Lights  
Fixture Color  
Light Color  
Motion Sensor  
Light Head  
Arm  
Pole Type  
Pole Color  
Pole Base  
Installation

| UP-2                                      |  |
|-------------------------------------------|--|
| 147                                       |  |
| Dark Bronze: RAL (819)                    |  |
| 5700 Kelvin light temperature             |  |
| Yes                                       |  |
| 20" Dark Bronze Bell Head                 |  |
| Goose Neck                                |  |
| 20 ft above grade composite direct burial |  |
| Dark Bronze RAL (819)                     |  |
| Decorative pole base - Washington         |  |
| Yes                                       |  |



Addendum C – Lighting Configuration Avalon Grove

|                  | UP-4                                      |
|------------------|-------------------------------------------|
| Number of Lights | 81                                        |
| Fixture Color    | Dark Bronze: RAL (819)                    |
| Light Color      | 5700 Kelvin light temperature             |
| Motion Sensor    | No                                        |
| Light Head       | High performance Heper LED fixture        |
| Arm              | Standard                                  |
| Pole Type        | 24 ft above grade composite direct burial |
| Pole Color       | Dark Bronze RAL (819)                     |
| Pole Base        | Decorative pole base - Washington         |
| Installation     | Yes                                       |



#### Addendum D: Payment Schedule

The Customer agrees to pay the Company a sum of \$12,500 per month commencing on the first day of the month following completion of the installation of the lights described at paragraph 1, and Addendum A, of this agreement.

The monthly payment will be subject to a 10% escalator at the commencement of the tenth year of the agreement.

The Customer agrees to deposit with the Company, the additional sum of \$25,000 which is approximately two (2) months of service under this agreement, or upon acceptance if the Company so agrees, provide a surety bond or irrevocable letter of credit from a bank, in the favour of the Company in the same amount. The Company will annually credit the Customer's bill with an interest amount, at the current rate.



# TECHNICAL PROPOSAL



# KOLTER HOMES

Serenoa Villages



# REQUIREMENTS



## Project Name:

Kolter Homes - Serenoa Villages

## Location:

Orlando, Florida, USA

## Contact:

Recovered Energy Technologies

## APPLICATIONS



Internal Roads

## PROJECT DETAILS

Kolter Homes has the desire to use solar street lights in their Serenoa Villages development. These lights would be installed to cover the internal streets of phases of the development.

The proposed solution aims at providing the same quantity of lighting as the initial grid connected solution and be compliant with local lighting standards.

## LIGHTING REQUIREMENTS

- *Lighting standard: FDOT / City of Orlando guidelines*
- *Lighting class: M5 / M6*
- *Average illumination: 0.4/0.5 f.c.*
- *Minimum uniformity: 0.1*

## DETAILS ON INSTALLATION

- *Site elevation: 105 feet*
- *Length of road : N/A*
- *Width of road: 24 feet*



# PROJECT STUDY - GENERAL



## SITE TO LIGHT UP



## STREET ARRANGEMENT

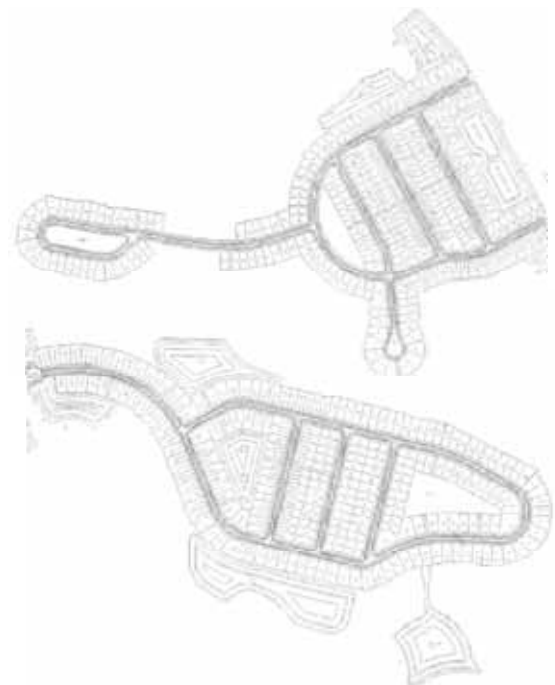
Yellow lines represent the covered area by Sunna Design's street lights.

### PRODUCT FEATURES

|                   |                   |
|-------------------|-------------------|
| Model             | UP2               |
| Fixture           | 20W - 3600 lumens |
| Color temperature | 5700 K            |
| Motion sensor     | Yes               |

### SITUATION

|                 |            |
|-----------------|------------|
| Mounting height | 20 Feet    |
| Pole spacing    | 135 Feet   |
| Arrangement     | Single Row |
| Total Quantity  | 135 Units  |



# PROJECT STUDY – AREA 1



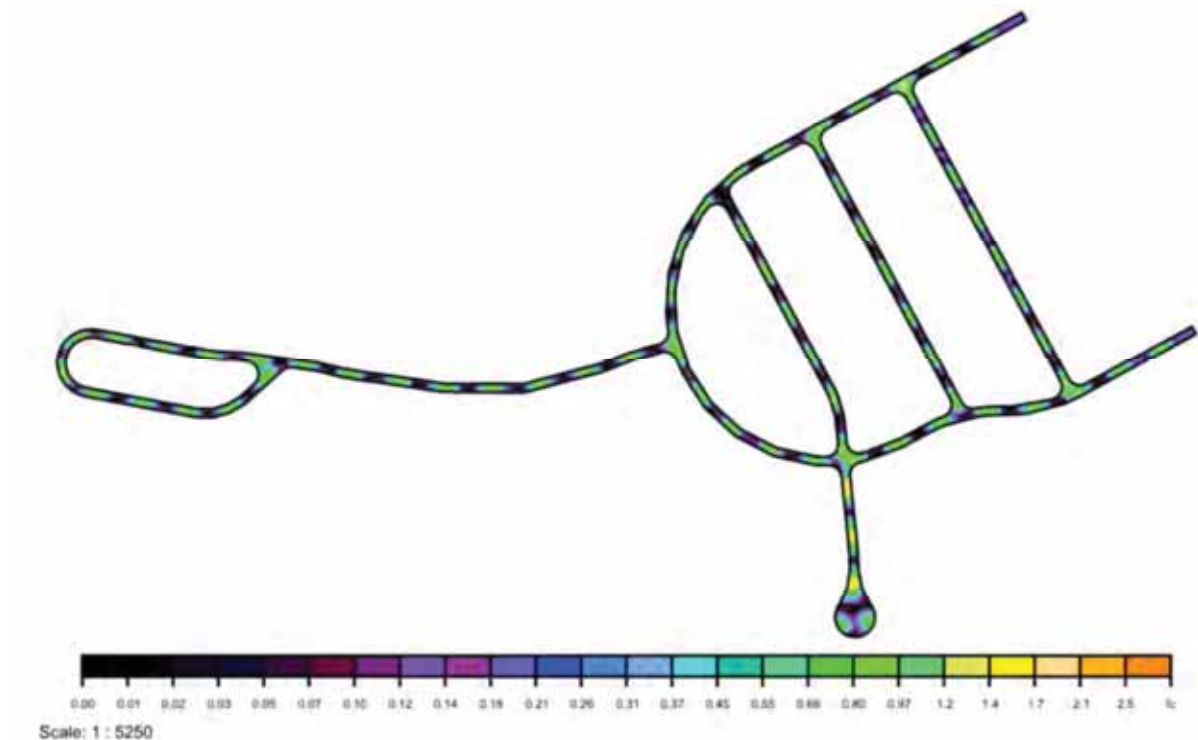
## LIGHTING SIMULATION RESULTS



|                             |      |
|-----------------------------|------|
| Average Illumination (f.c.) | 0.44 |
| Maximum Illumination (f.c.) | 2.10 |
| Minimum Illumination (f.c.) | 0.00 |
| Uniformity (Min//Max)       | 0.00 |

Light Loss Factor: 0.9

## FALSE COLORS



# PROJECT STUDY – AREA 2



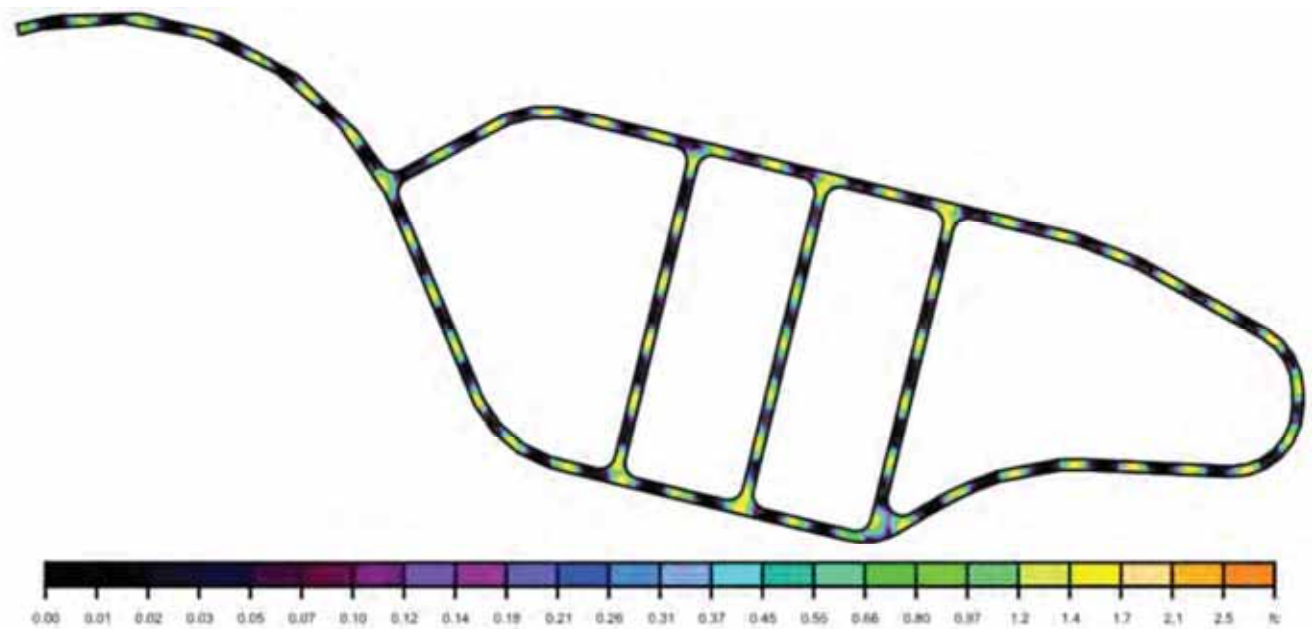
## LIGHTING SIMULATION RESULTS



|                             |      |
|-----------------------------|------|
| Average Illumination (f.c.) | 0.50 |
| Maximum Illumination (f.c.) | 2.30 |
| Minimum Illumination (f.c.) | 0.00 |
| Uniformity (Min//Max)       | 0.00 |

Light Loss Factor: 0.9

## FALSE COLORS



# PROJECT STUDY



## SOLAR RADIATION



**City:** Orlando, Florida

**Country:** United States of America

**Coordinates:**

Lat [°] = 28.538, Long [°] = -81.379

Elevation [ft] = 105

**Closest weather stations:**

- Orlando Intl. Airport (9 Mi)
- Daytona Beach (51 Mi)
- Tampa Intl. Airport (80 Mi)
- Vero Beach (86 Mi)

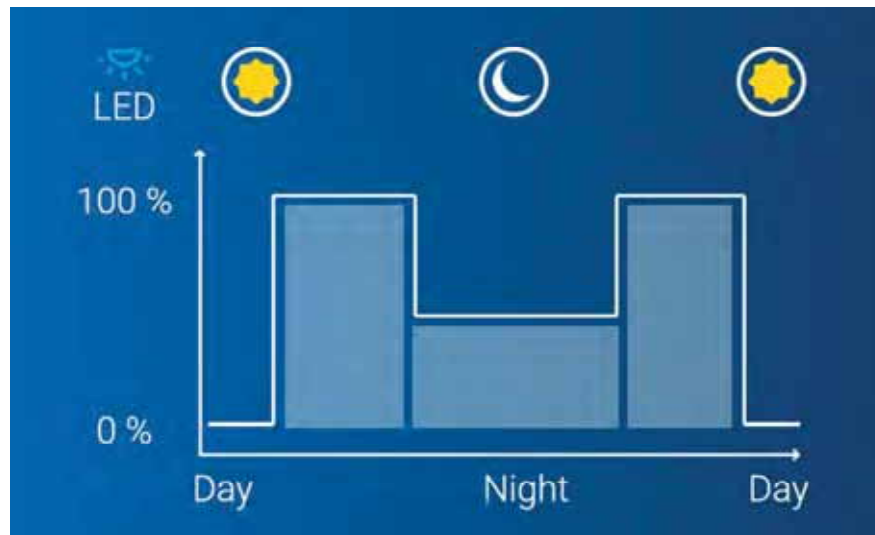
**Average annual radiation:** 153 kWh/ft<sup>2</sup>

*Radiation data is obtained by triangulating the 4 of the closest weather stations, averaged on a typical year, then averaged over the last 10 years.*

## OUR LIGHTING PROFILE

Our high performance circuit board Sunnacore integrates the latest version of our intelligent lighting management system.

This dynamic and one of a kind management algorithm enables energy consumption adaptation depending on the energy available in the battery, whatever the solar radiation has been, in order to ensure the system's optimum performance 365 nights per year.

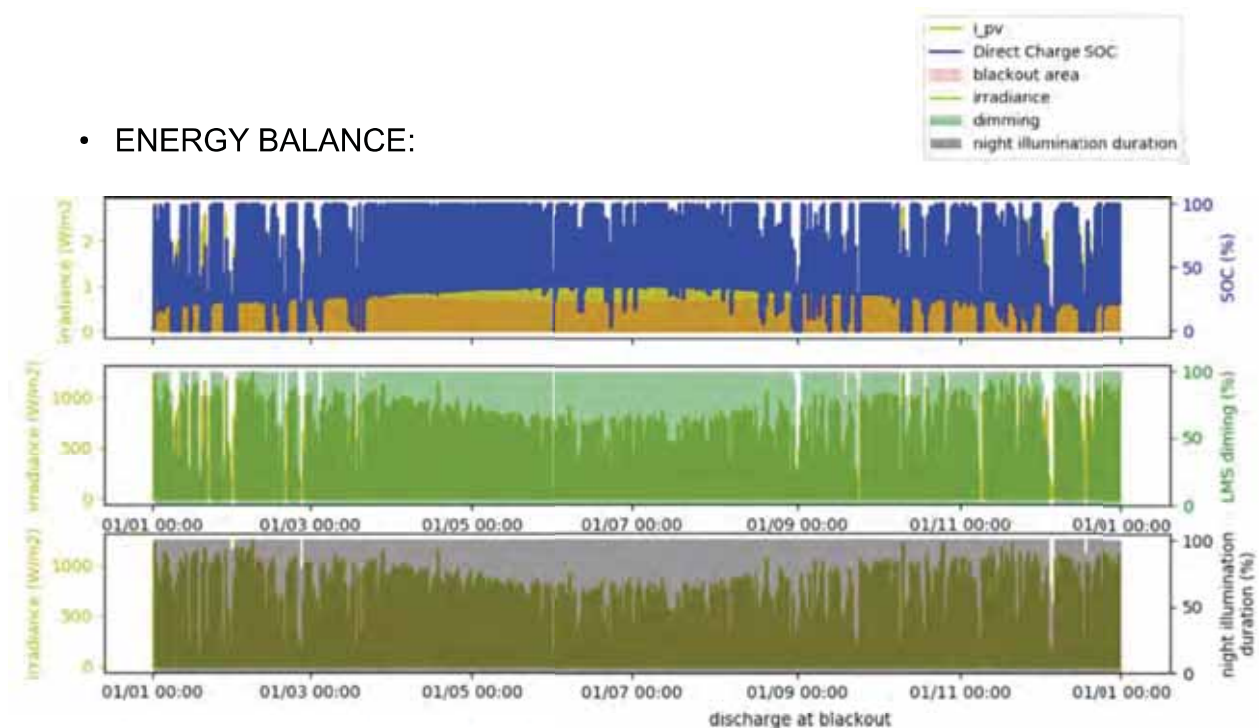


## OPERATING SIMULATION

- SYSTEM FEATURE :

|                  |                              |
|------------------|------------------------------|
| Product          | UP2 Solar Streetlight        |
| Lamp             | Standard – 20W – 3600 lumens |
| Lighting profile | A – Dusk Dawn                |
| Motion sensor's  | Yes                          |
| Orientation      | South                        |
| Tilt angle       | 50°                          |

- ENERGY BALANCE:



## ANALYSIS

The first chart shows the battery state of charge (SoC), day after day, based on the solar radiation.

The second chart shows the lighting profile. Automatic dimming is enabled to prevent a blackout when the battery SoC is not sufficient to sustain the nominal profile (A) throughout the night.

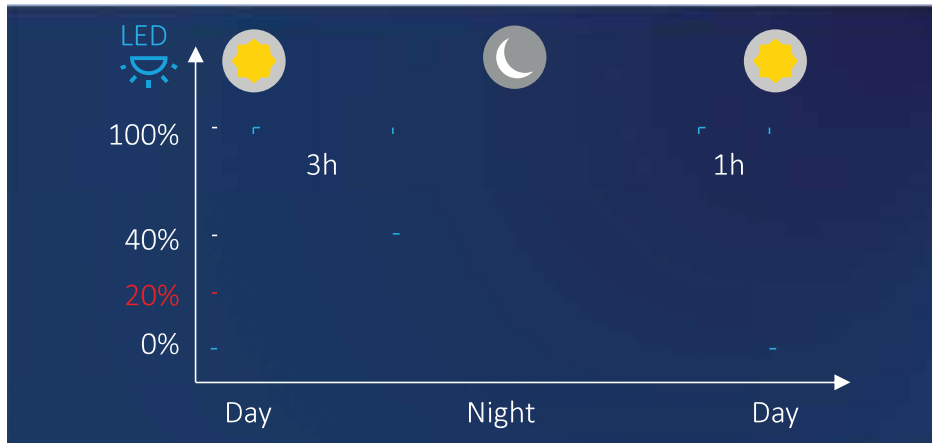
Finally, the third chart shows the possible risk of blackout, when even dimming is applied.

# PROJECT STUDY



## OPERATING SIMULATION RESULTS

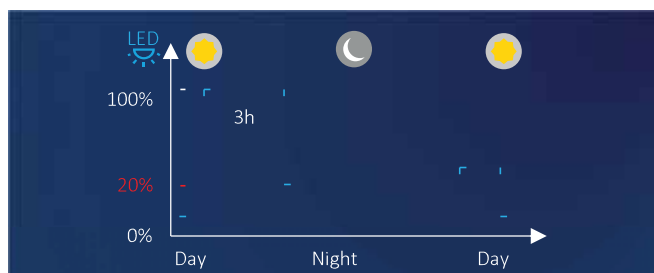
The charts below represent the product's lighting profile, throughout the year at your project's location.



### NOMINAL PROFILE

**316 days / year**

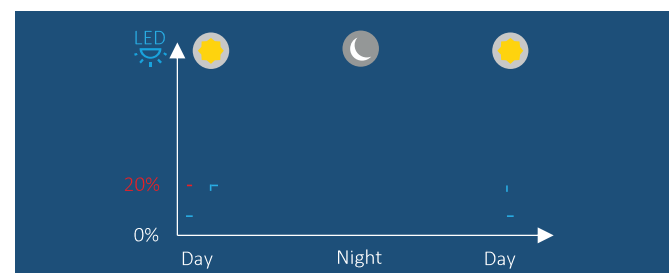
This profile will apply throughout the year, with fewer occurrence during the winter months.



### ECO PROFILE

**Possible 39 days / year**

May occur after heavy rain events, throughout the year. Dimming is adaptive, this representation shows the worst case scenario.



### MINIMUM GUARANTEED PROFILE

**5 days / year**

May occur on very rare occasions after prolonged heavy rain events.



LIGHTING SERVICE AVAILABILITY

**99.62%** of the year

- 4 446 hours -



POSSIBLE SERVICE UNAVAILABILITY

**0.38%** of the year

- 17 hours -

The selected simulation scenario creates a typical year based on the average weather for each day over the last decade. Lighting service unavailability (blackout) may occur in slightly fewer or larger proportions than that of the simulation.

# YOUR SOLUTION



## UP2

Ultra performance solar streetlight

IP65

IK07(PV)

IK08

CE



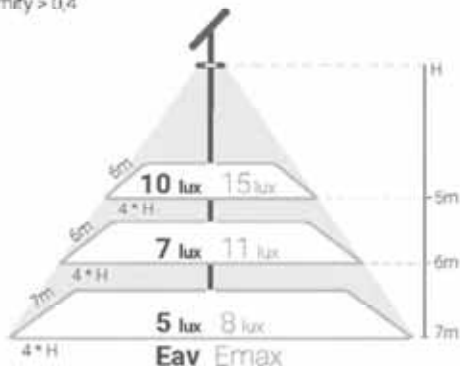
### APPLICATIONS



LOCAL ROADS,  
PARKING LOTS,  
INDUSTRIAL SITES

### LIGHTING PERFORMANCES

Uniformity > 0,4



Luminous flux 3,200 to 5,600\* lumens

\* Available with motion sensor



For Europe and North America (frameless PV panel with tilt up to 50°)

All-in-one solar power source → easy shipping (air shipped) and installation (5 min)

Detached luminaire offering powerful, modular lighting

Reliable and durable street light: 10 years lifespan in cold and high temperature environments (ambient temperature of 104°F or -4°F)

Recommended pole height: 16 ft. to 24 ft.

# YOUR SOLUTION



|             |                                        |                                                                         |
|-------------|----------------------------------------|-------------------------------------------------------------------------|
| LIGHTING    | LED module                             | High efficiency LED light engine – Multichip Technology (IP 67)         |
|             | Luminous flux                          | 3,200 to 5,600* lumens                                                  |
|             | Consumption                            | 20 W to 50* W                                                           |
|             | Lighting efficiency                    | Up to 164 lm/W                                                          |
|             | Color temperature options              | 5,700 K (3,000 K and 4,000 K available on request)                      |
|             | Lifespan                               | 50,000 hours certified by IESNA LM-80 TM-21                             |
|             | Certificates                           | EN 13032-1, EN 13032-2, EN 13201, EN 60598-1, EN 62471                  |
| SOLAR PANEL | Technology                             | Photovoltaic module (Monocrystalline silicon)                           |
|             | Power                                  | 80 Wp (2x40 Wp)                                                         |
|             | Electrical characteristics (per panel) | VOC : 23,4 V / VMPP : 18,72 V / ISC : 2,34 A / IMPP : 2,14 A / 3% cells |
|             | Dimensions (per panel)                 | 776 x 350 mm                                                            |
|             | Lifespan                               | 25 years                                                                |
|             | Inclination                            | 10°, 20°, 30°, 40°, 50°                                                 |
|             | Structure                              | Frameless                                                               |
| BATTERY     | Certificates                           | IEC 61215, IEC 61730 I and II                                           |
|             | Battery technology                     | NiMH battery, maintenance free, very high temperature resistance        |
|             | Voltage                                | 24V                                                                     |
|             | Capacity                               | 240 Wh                                                                  |
|             | Operating temperature range            | -40°C to +70°C                                                          |
|             | Lifespan                               | 12 years                                                                |
|             | Certificates                           | EN 62133                                                                |
| ELECTRONICS | Technology                             | SunnaCore®                                                              |
|             | Communication                          | Bluetooth                                                               |
|             | Input voltage                          | 24V                                                                     |
|             | Max. PV open circuit voltage           | 45V                                                                     |
|             | Max. charge/discharge current          | 5A                                                                      |
|             | Wiring                                 | Marine-grade wiring used for all applications                           |
|             | Electrical protection                  | Electronic fuse                                                         |
|             | Lifespan                               | 12 years                                                                |
|             | Water resistance                       | IP65 with sealed plugs                                                  |
|             | Operating temperature range            | -20°C to +70°C                                                          |
|             | Certificates                           | CE, EN61000, EN61547, EN55015, EN62493, EN 62479, EN300328, EN 301489-1 |
| GENERAL     | Material                               | ABS PMMA casing (100% recycled) and aluminum                            |
|             | SCx                                    | 0,62 m2                                                                 |
|             | Fixation                               | Solar engine: Top mounting Ø60 mm ; Luminaire: horizontal bracket       |
|             | Weight (without pole)                  | 23 Kg                                                                   |
|             | Options                                | Motion sensor<br>Anti-theft screws<br>Anti birds spikes                 |
|             | Smart Lighting options                 | Smart Lighting and Detection<br>Remote monitoring                       |

\* Available with motion sensor

## REFERENCES

| Product reference | Description         |
|-------------------|---------------------|
| SD4240 000 000    | LP2                 |
| SD4240 100 000    | LP2 - motion sensor |

## PACKING INFORMATION\*



1 product = 1 box  
26 kg  
800x905x200 mm



1 pallet = 6 products  
180 kg  
800x1200x1050 mm

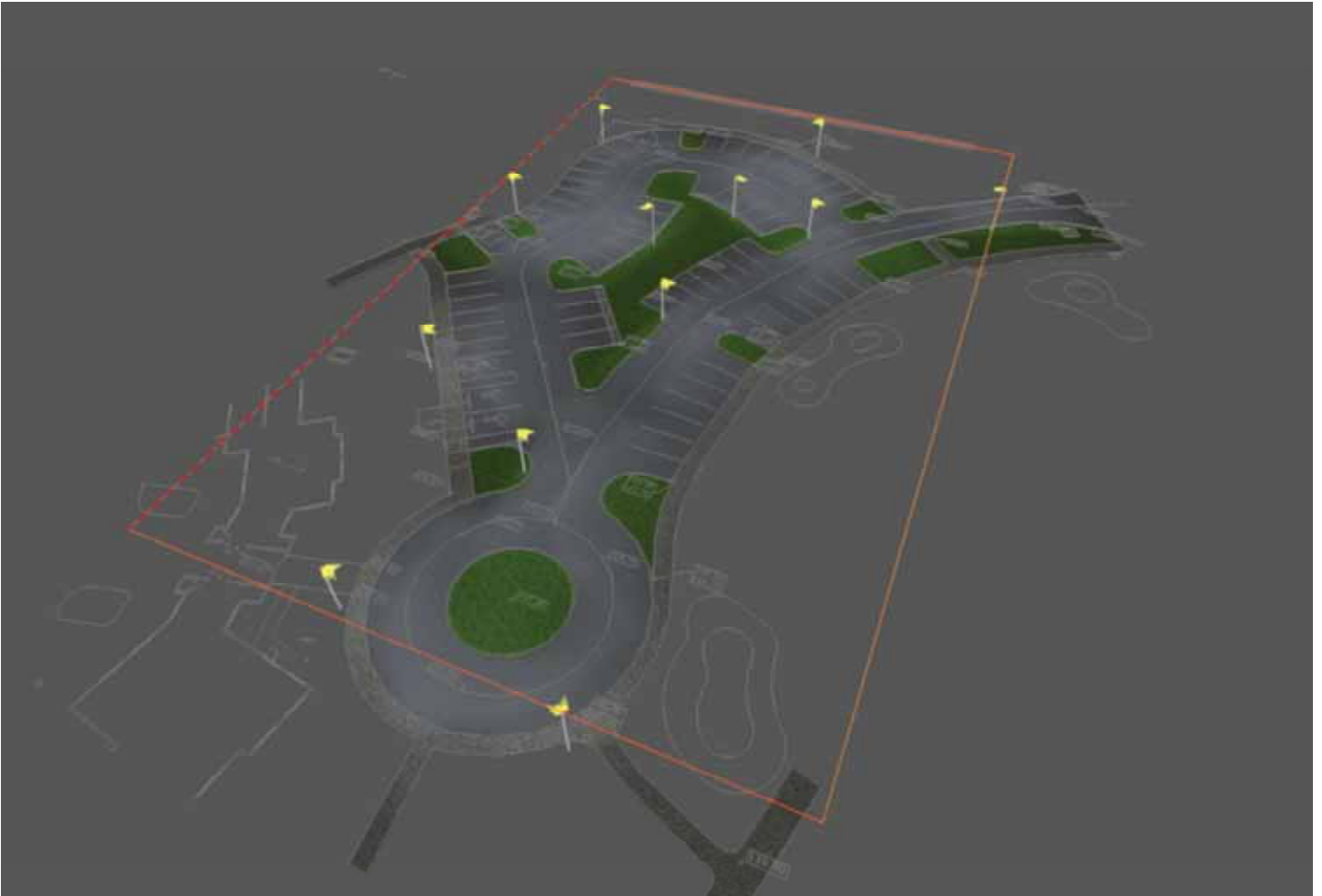


1 container = 132 products  
1,9 tons  
20 feet

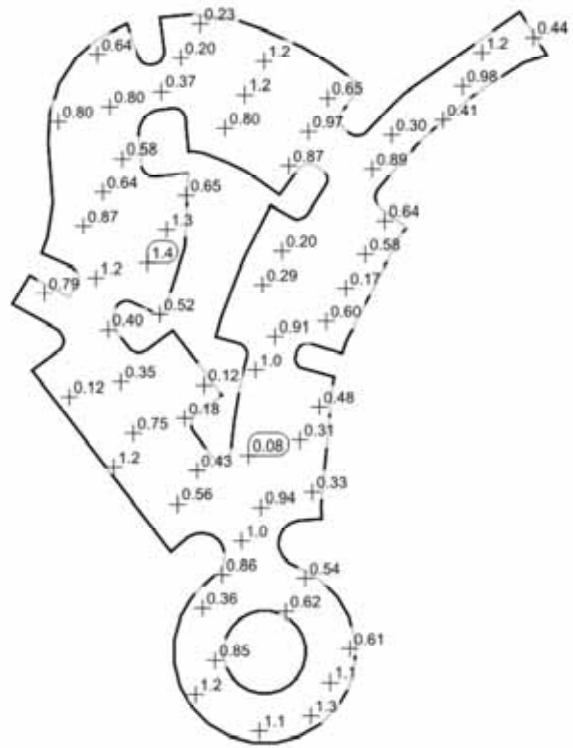
\*without poles. Number of products in container depends on forwarder.

# Serenoa Amenities Center – 3D Rendering

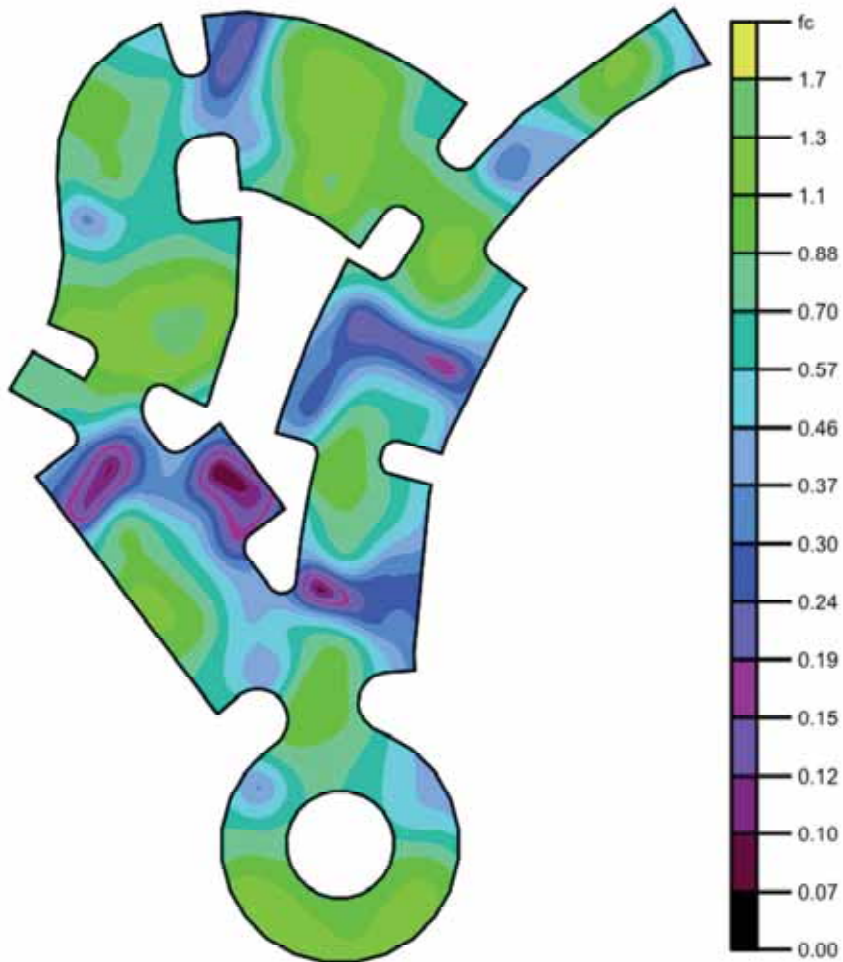
|                                                    |         |
|----------------------------------------------------|---------|
| <b>Average Lighting</b><br>[E <sub>AV</sub> (fc)]  | 0.71 fc |
| <b>Maximum Lighting</b><br>[E <sub>MAX</sub> (fc)] | 1.40 fc |
| <b>Minimul Lighting</b><br>[E <sub>MIN</sub> (fc)] | 0.08 fc |
| <b>Uniformity</b><br>[U <sub>0</sub> ]             | 0.11    |



# False Color and Value Grid



Scale: 1 : 750



Scale: 1 : 750





# TECHNICAL PROPOSAL

**KOLTER**  
HOMES

Avalon Groves  
Sawgrass Bay Boulevard Lighting

OFFICIAL DISTRIBUTOR



Proposal. ref. OF2018\_168

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# PROJECT STUDY REQUIREMENTS



**Project name:**  
Sawgrass Bay Boulevard Solar  
Lighting

**Location:**  
Clermont, Florida, USA

**Customer:**  
Kolter Homes

## APPLICATIONS



### Urban Boulevard Lighting

## PROJECT DETAILS

Kolter Homes has the desire use solar lighting on a new part of the boulevard leading to its Avalon Groves community development.

Sunna Design will be proposing UP4 with Road configuration lens LS35, mounted at 20 ft. Particular care has been put into lighting the crosswalks so as to ensure sufficient lighting in these conflict areas.

## LIGHTING REQUIREMENTS

- *Lighting standard: Not specified*
- *Average illumination: 1.0 fc*
- *Average uniformity (Max/Min): N/A*

## DETAILS ON INSTALLATION

- *Light mounting height: 20 feet*
- *Road configuration: 2 lane road with median.*

# PROJECT STUDY

## GENERAL INFORMATION



### AREA TO LIGHT



### STREET ARRANGEMENT

Yellow lines represent the covered area by Sunna Design's street lights.

#### PRODUCT FEATURES

|                   |                   |
|-------------------|-------------------|
| Model             | UP4               |
| Fixture           | LS 35 – Road lens |
| Color temperature | 5700K             |
| Motion sensor     | No                |

#### SITUATION

|                 |                         |
|-----------------|-------------------------|
| Mounting height | 20 feet                 |
| Pole spacing    | 100 ft. average         |
| Arrangement     | Staggered / Single side |
| Quantity        | 75 units                |

#### PHOTOMETRIC RESULTS

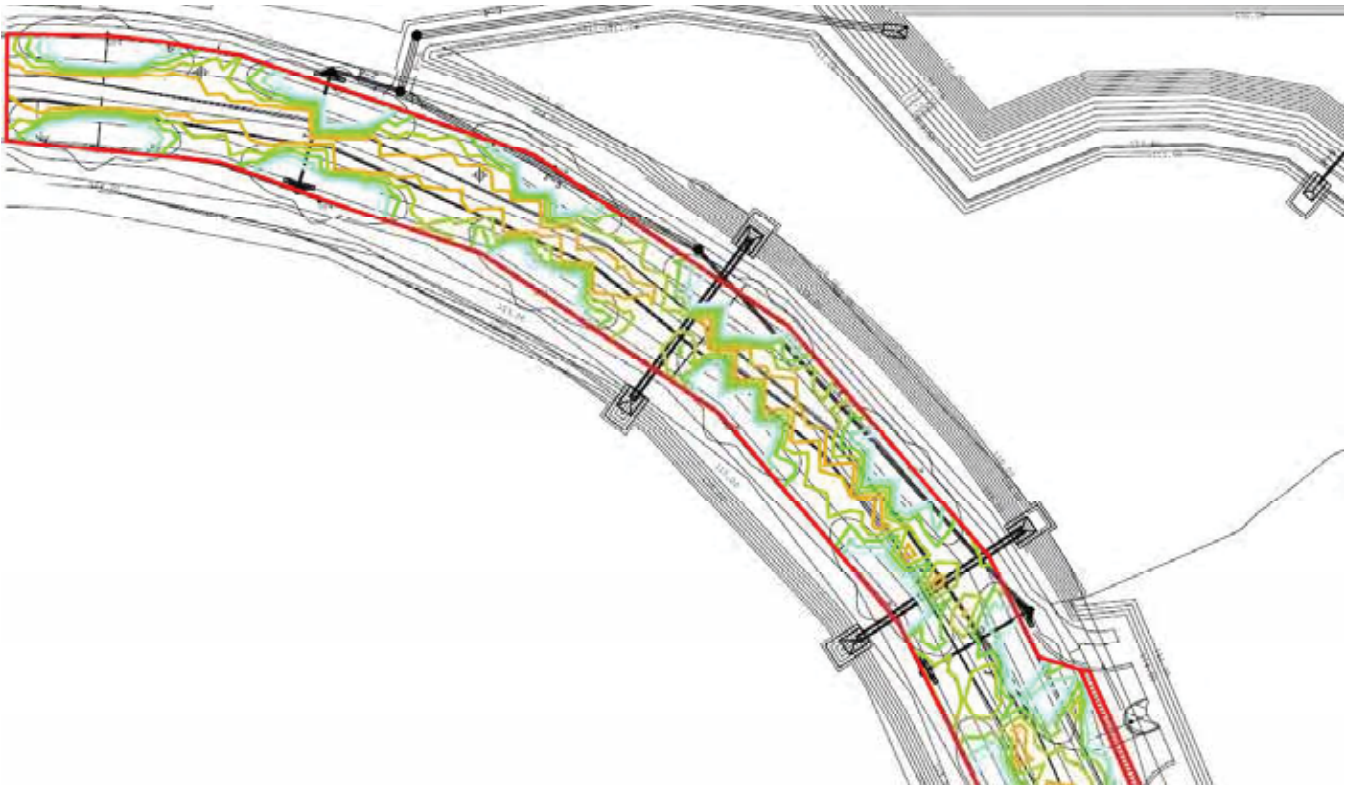
|                             |      |
|-----------------------------|------|
| Average Illumination (f.c.) | 1.10 |
| Maximum Illumination (f.c.) | 2.80 |
| Minimum Illumination (f.c.) | 0.10 |

|                      |       |
|----------------------|-------|
| Uniformity (Av/Min)  | 11.00 |
| Uniformity (Max/Min) | 28.00 |

# PROJECT STUDY SECTIONS RENDERING



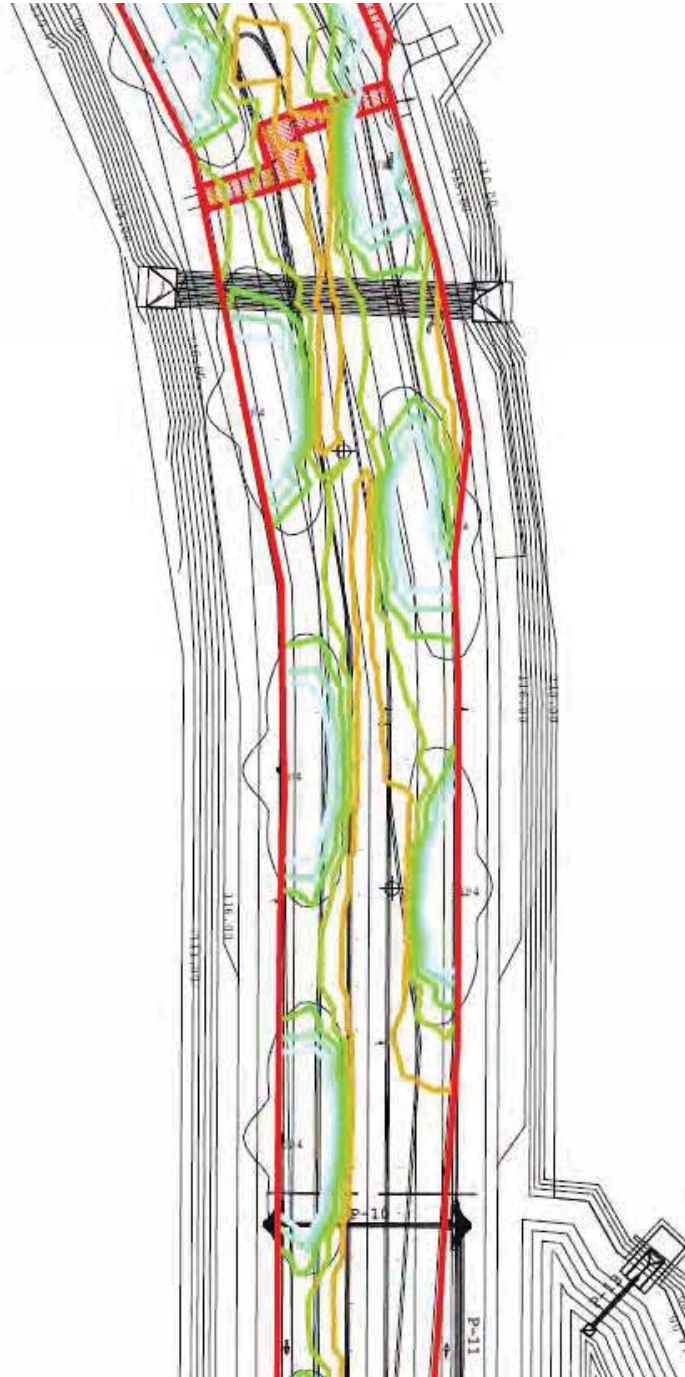
## SAWGRASS BAY BLVD. SECTION 1



# PROJECT STUDY SECTIONS RENDERING



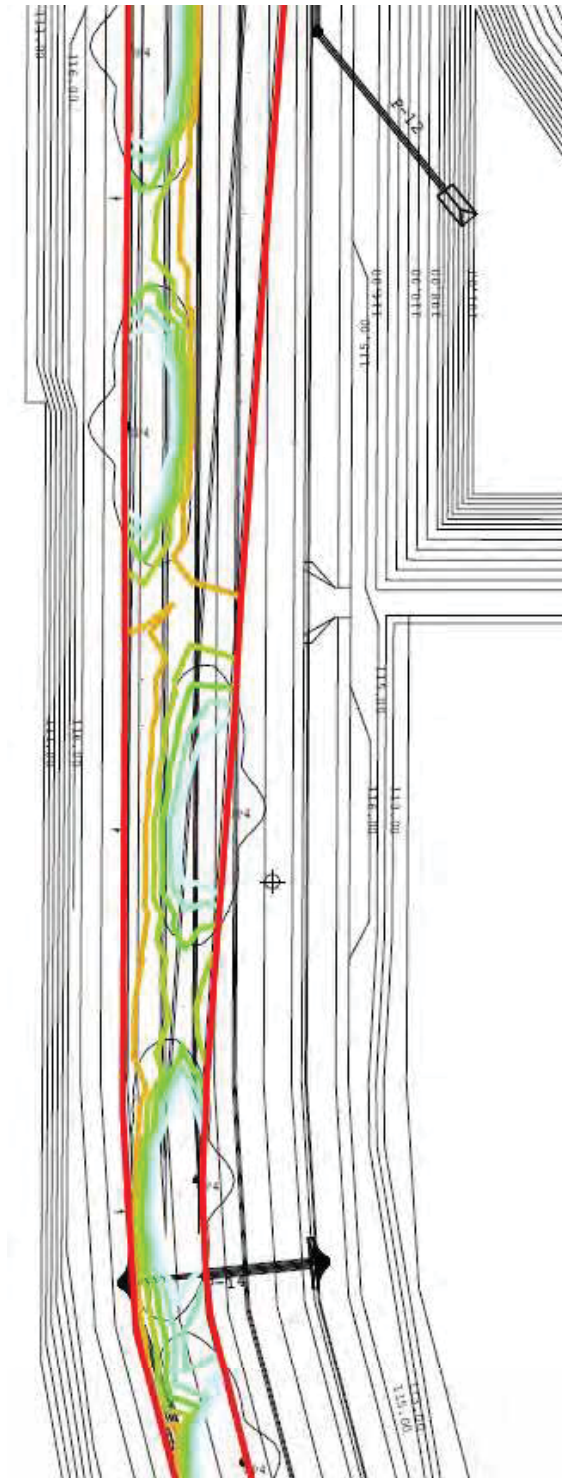
## SAWGRASS BAY BLVD. SECTION 2



# PROJECT STUDY SECTIONS RENDERING



## SAWGRASS BAY BLVD. SECTION 3



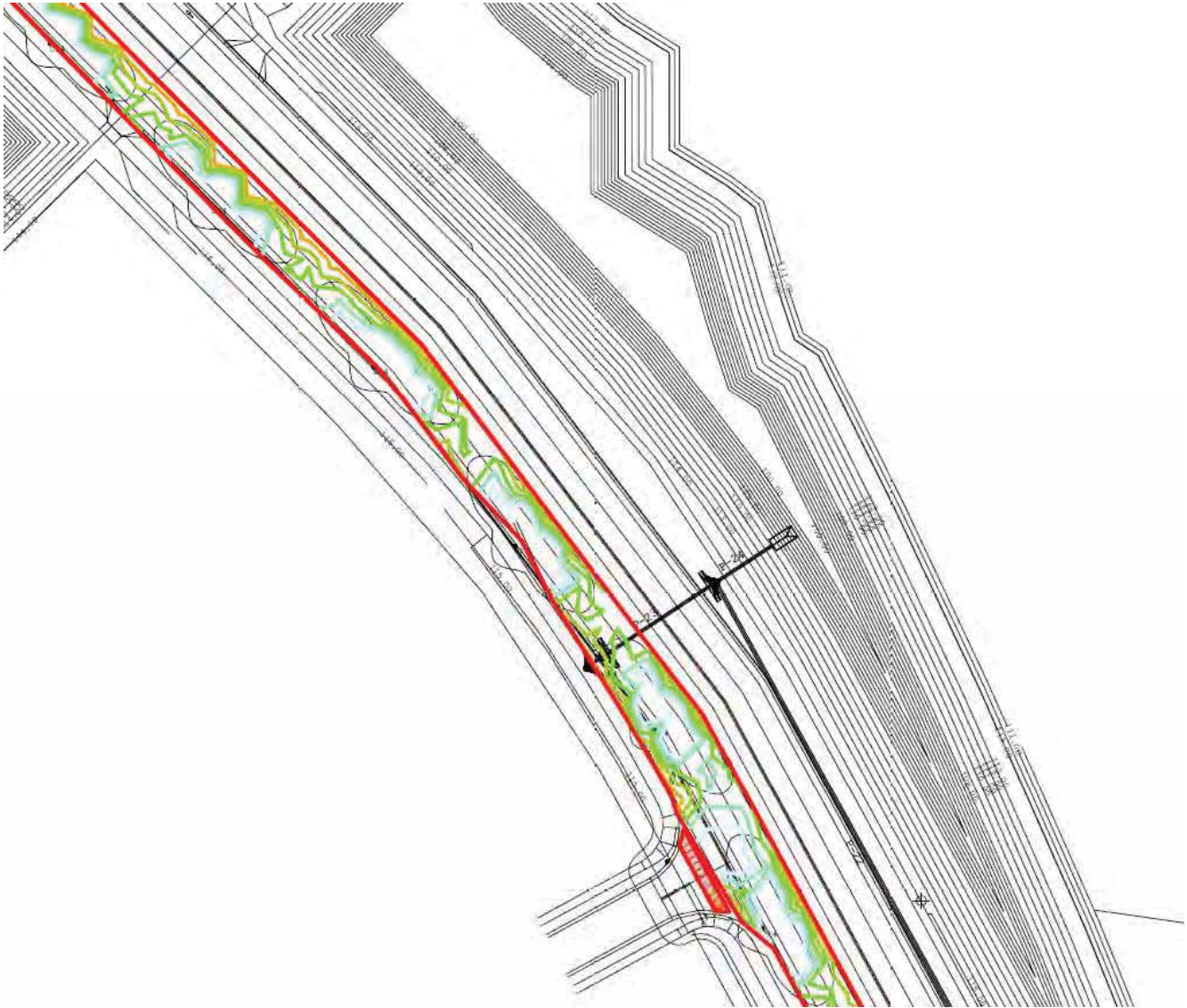
# PROJECT STUDY SECTIONS RENDERING



## SAWGRASS BAY BLVD. SECTION 4



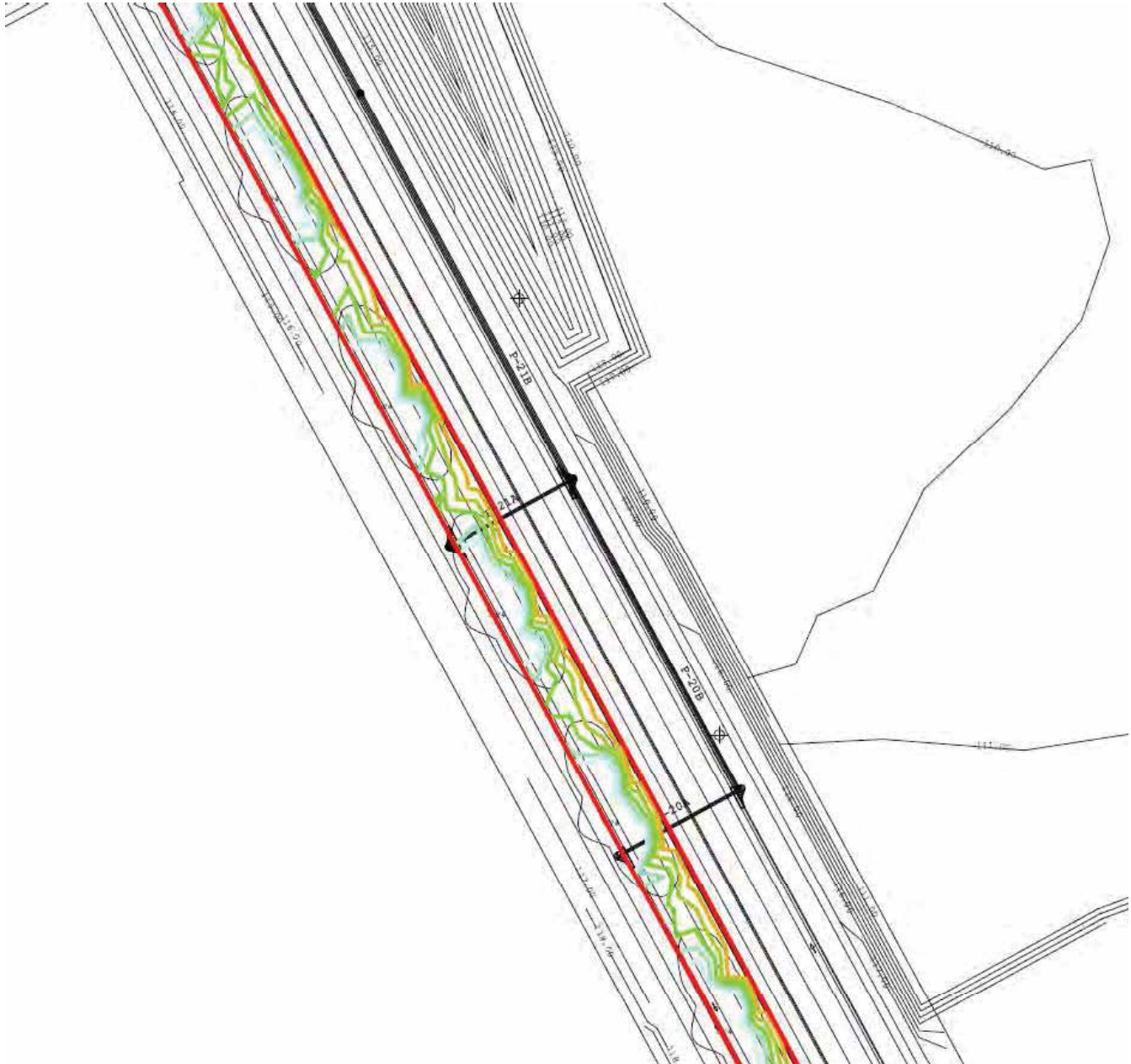
SAWGRASS BAY BLVD. SECTION 5



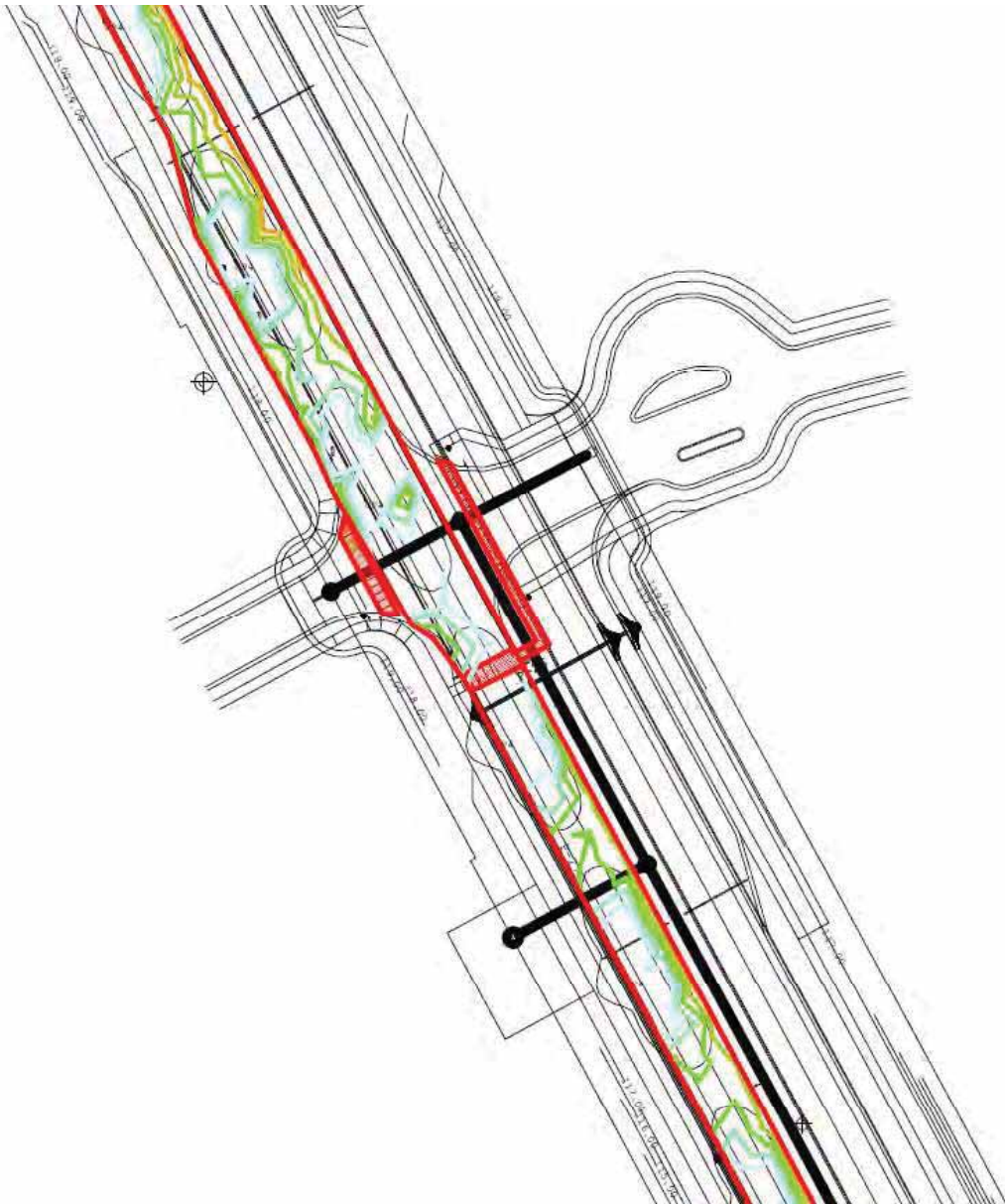
# PROJECT STUDY SECTIONS RENDERING



## SAWGRASS BAY BLVD. SECTION 6



SAWGRASS BAY BLVD. SECTION 7



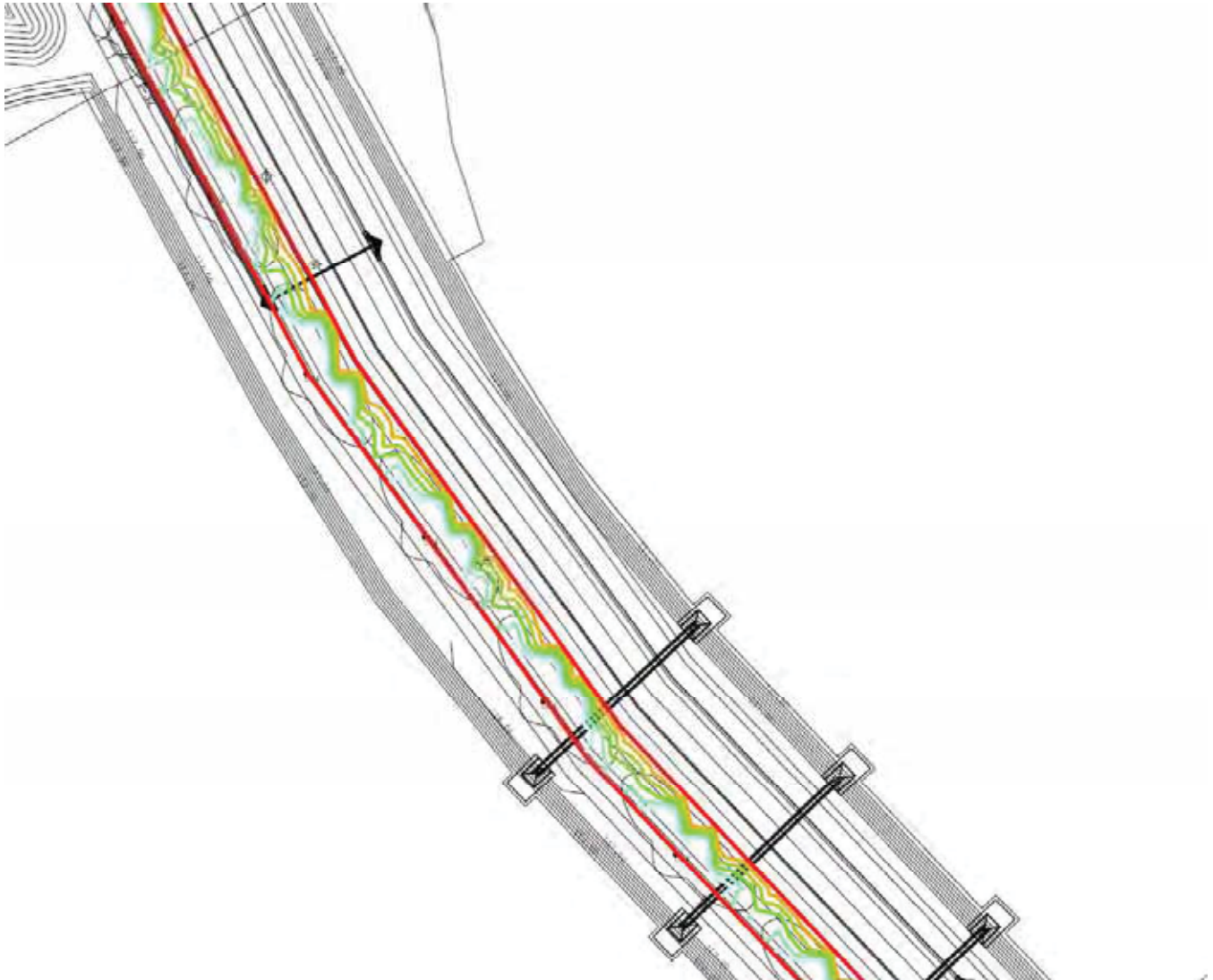
# PROJECT STUDY SECTIONS RENDERING



## SAWGRASS BAY BLVD. SECTION 8



SAWGRASS BAY BLVD. SECTION 9



# PROJECT STUDY

## SECTIONS RENDERING



### SAWGRASS BAY BLVD. SECTION 10

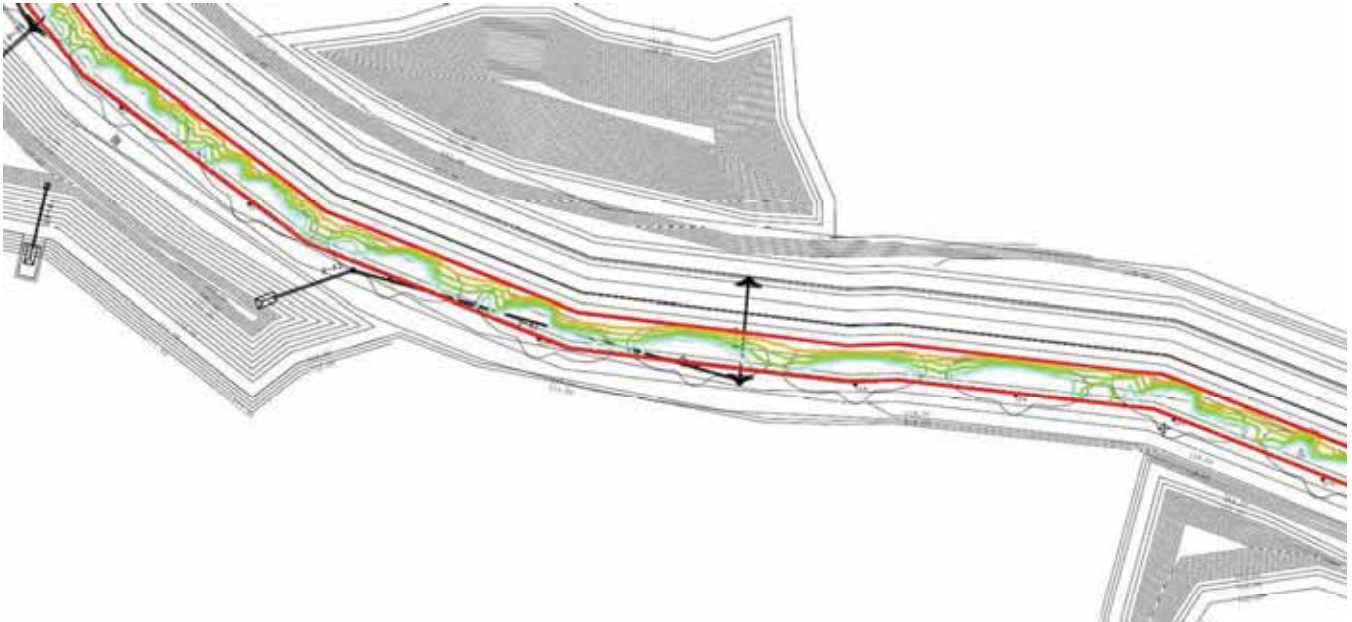


# PROJECT STUDY

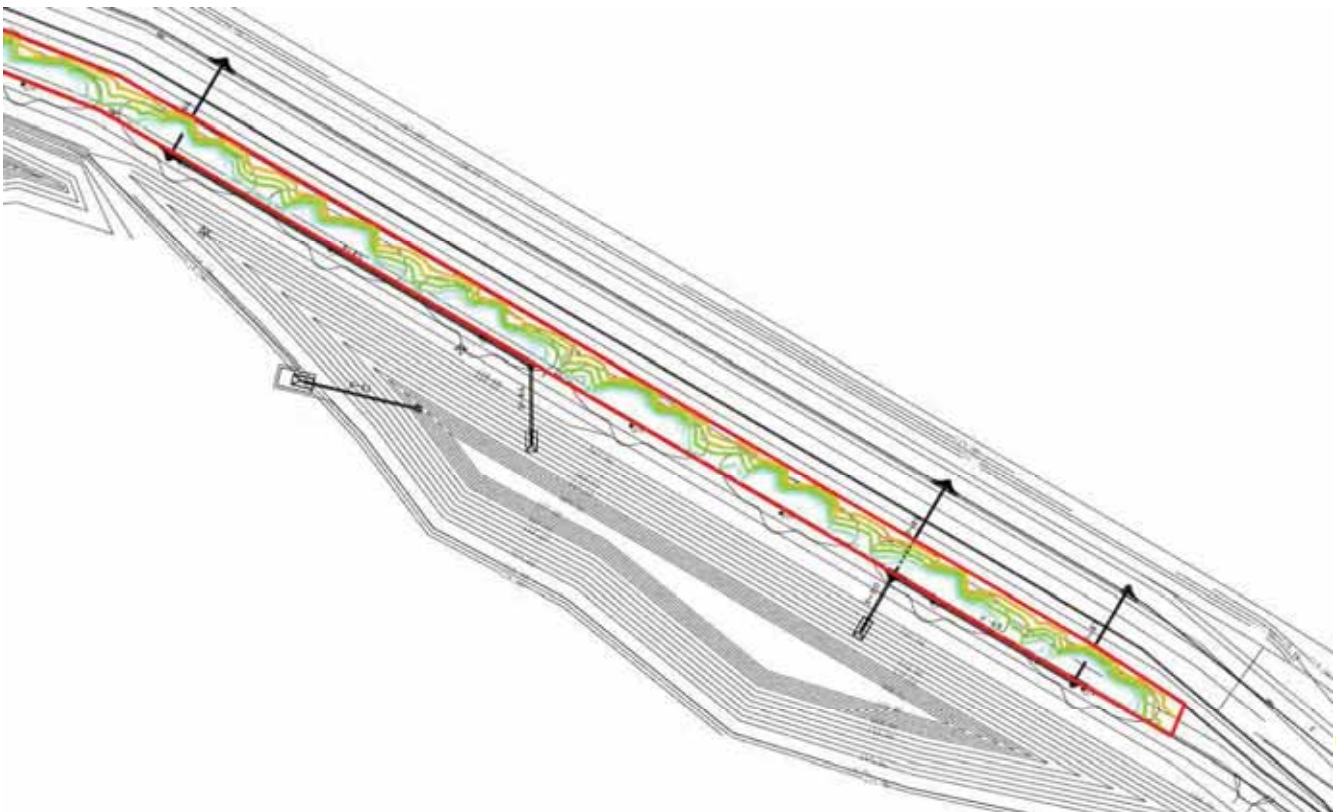
## SECTIONS RENDERING



### SAWGRASS BAY BLVD. SECTION 11



### SAWGRASS BAY BLVD. SECTION 12



# PROJECT STUDY

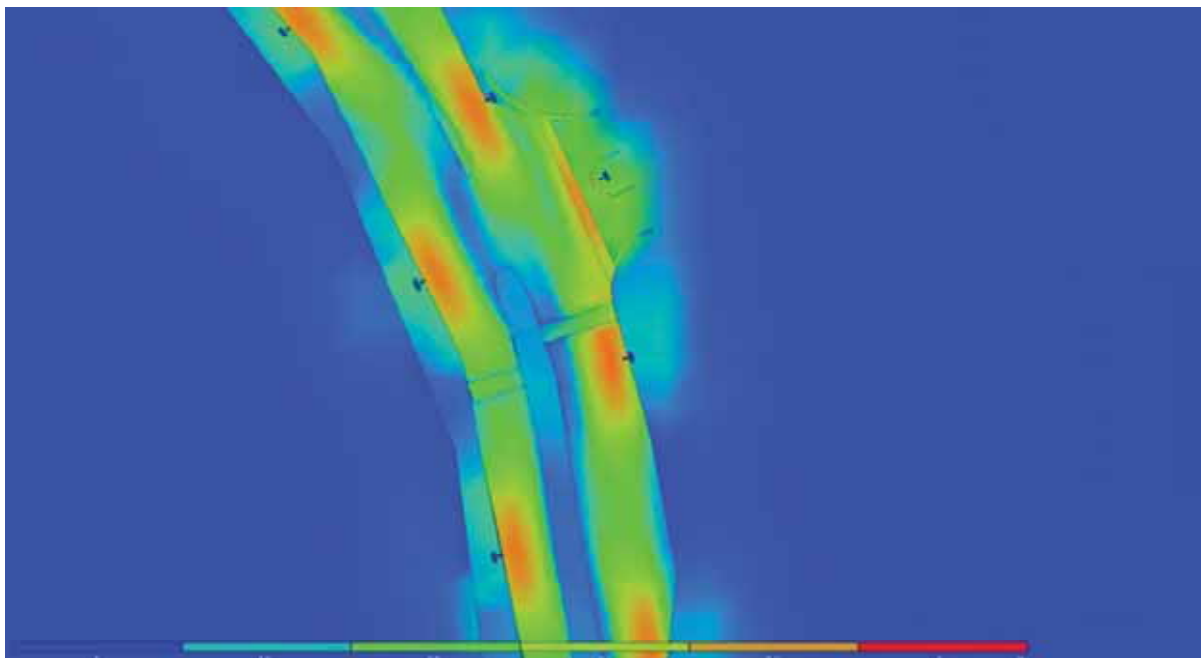
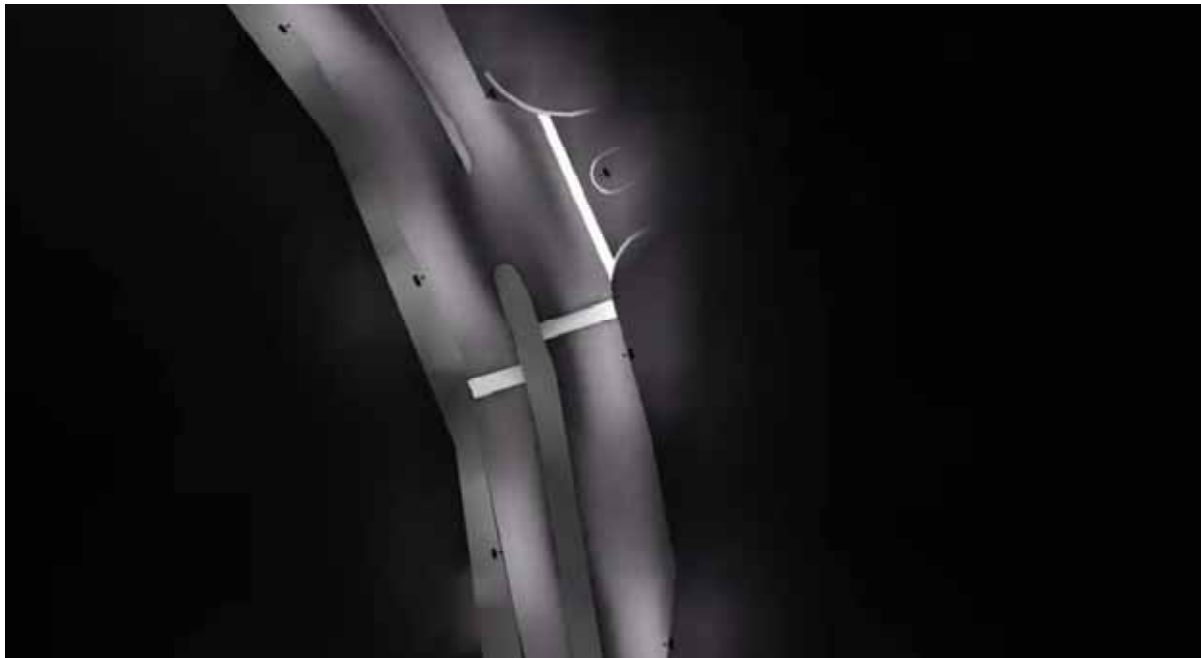
## FOCUS ON CROSSWALKS



### LIGHTING SIMULATION : CROSSWALK 1.1

|                             |      |
|-----------------------------|------|
| Average Illumination (f.c.) | 0.5  |
| Maximum Illumination (f.c.) | 1.9  |
| Minimum Illumination (f.c.) | 0.07 |

|                      |       |
|----------------------|-------|
| Uniformity (Av/Min)  | 6.91  |
| Uniformity (Max/Min) | 27.37 |



# PROJECT STUDY

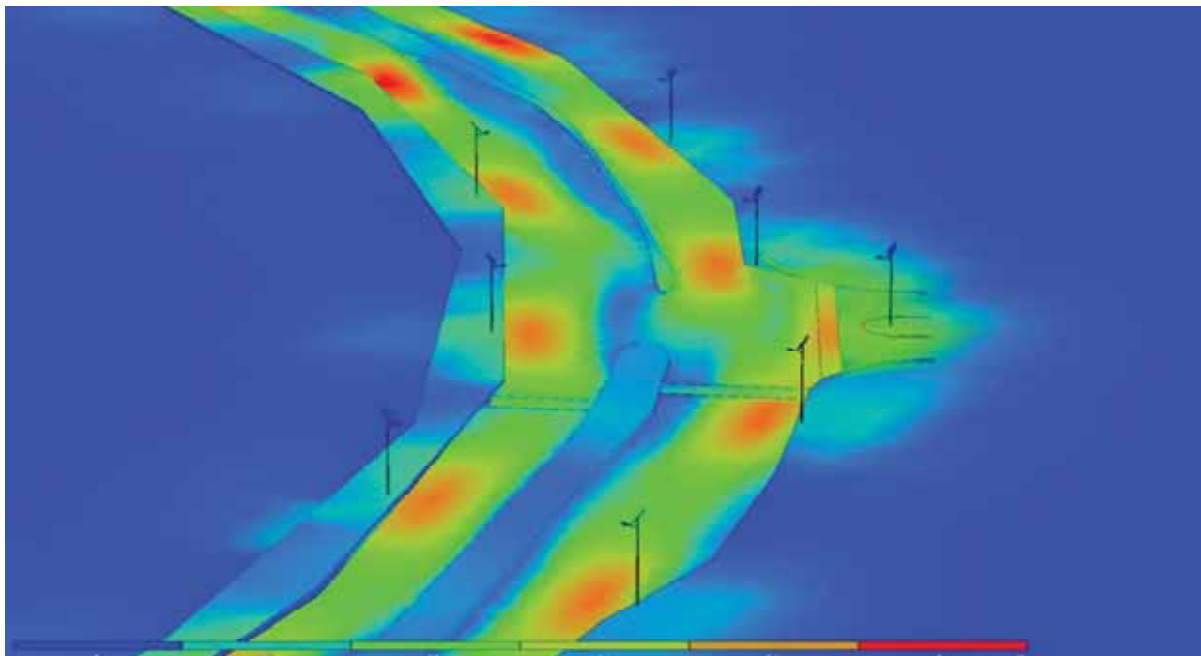
## FOCUS ON CROSSWALKS



### LIGHTING SIMULATION : CROSSWALK 1.2

|                             |     |
|-----------------------------|-----|
| Average Illumination (f.c.) | 1.4 |
| Maximum Illumination (f.c.) | 2.0 |
| Minimum Illumination (f.c.) | 0.7 |

|                      |      |
|----------------------|------|
| Uniformity (Av/Min)  | 1.94 |
| Uniformity (Max/Min) | 2.79 |



# PROJECT STUDY

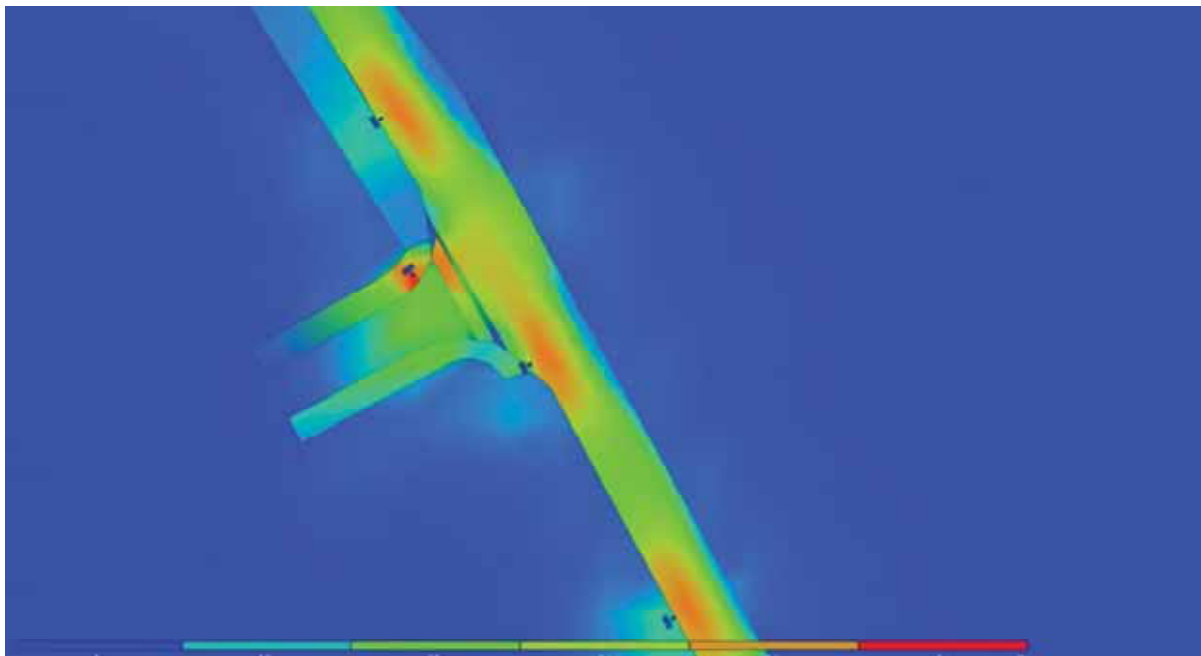
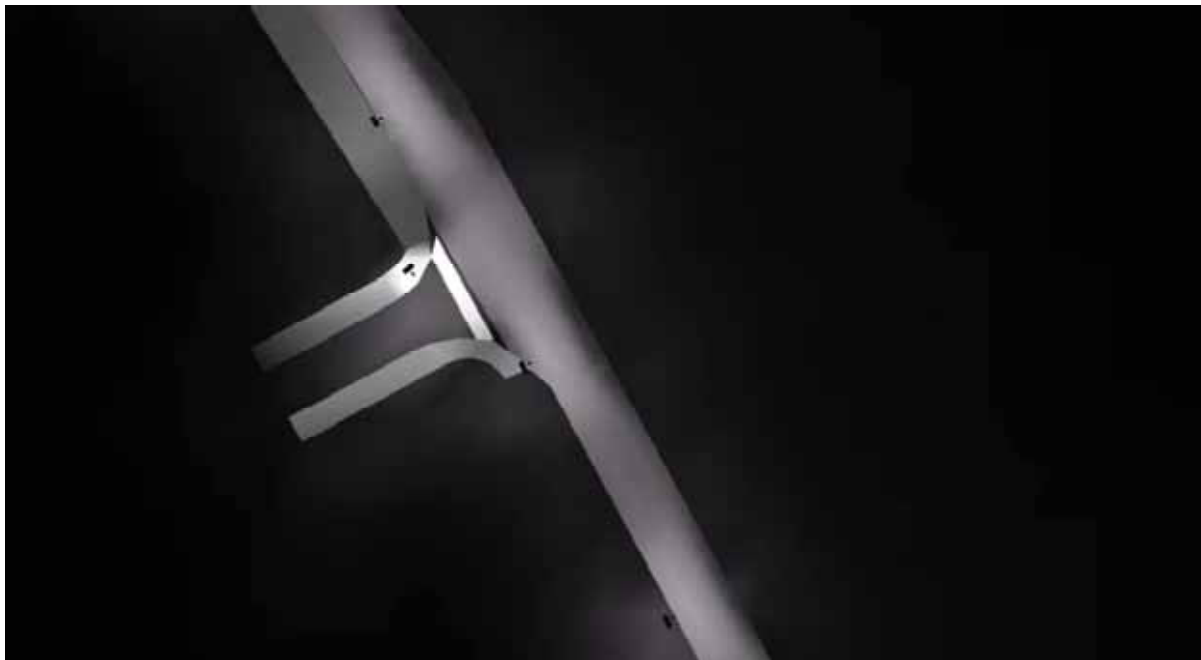
## FOCUS ON CROSSWALKS



### LIGHTING SIMULATION : CROSSWALK 2

|                             |     |
|-----------------------------|-----|
| Average Illumination (f.c.) | 1.2 |
| Maximum Illumination (f.c.) | 2.4 |
| Minimum Illumination (f.c.) | 0.2 |

|                      |       |
|----------------------|-------|
| Uniformity (Av/Min)  | 7.01  |
| Uniformity (Max/Min) | 14.32 |



# PROJECT STUDY

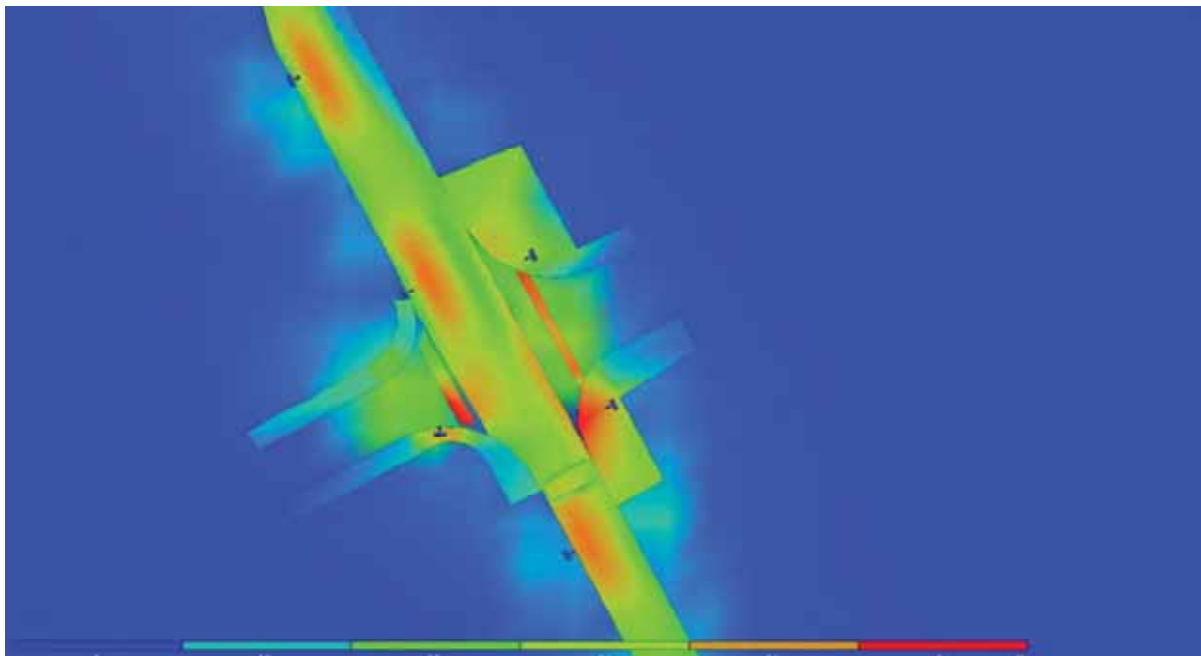
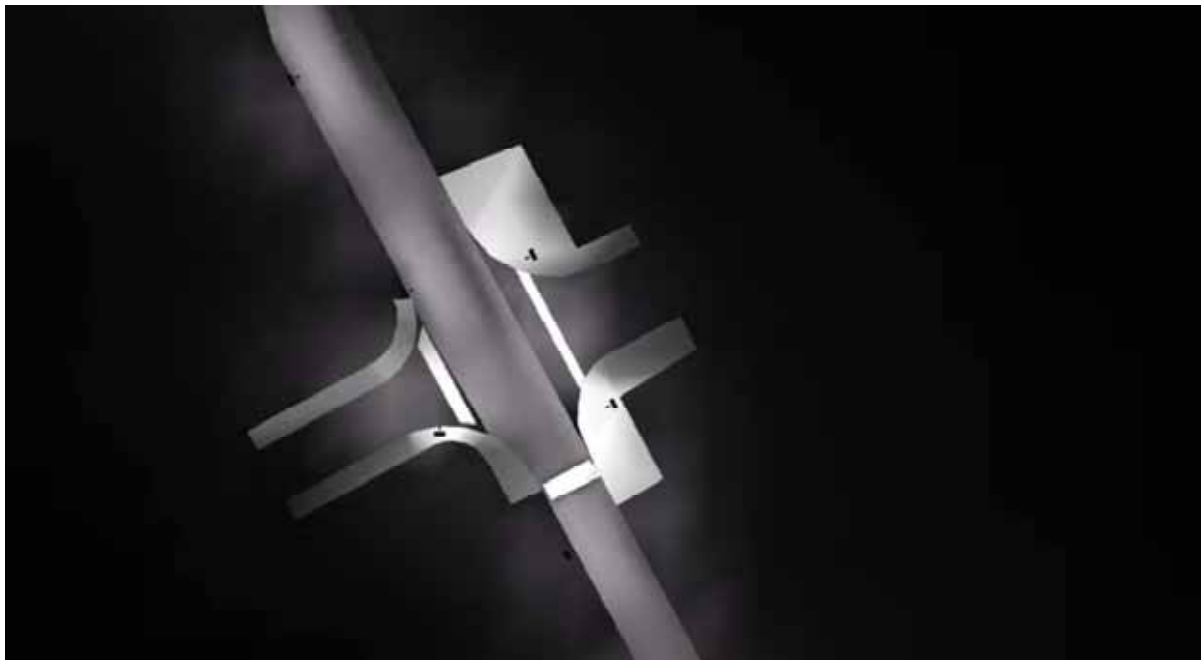
## FOCUS ON CROSSWALKS



### LIGHTING SIMULATION : CROSSWALK 3.1

|                             |     |
|-----------------------------|-----|
| Average Illumination (f.c.) | 1.3 |
| Maximum Illumination (f.c.) | 2.7 |
| Minimum Illumination (f.c.) | 0.2 |

|                      |       |
|----------------------|-------|
| Uniformity (Av/Min)  | 7.65  |
| Uniformity (Max/Min) | 15.95 |



# PROJECT STUDY

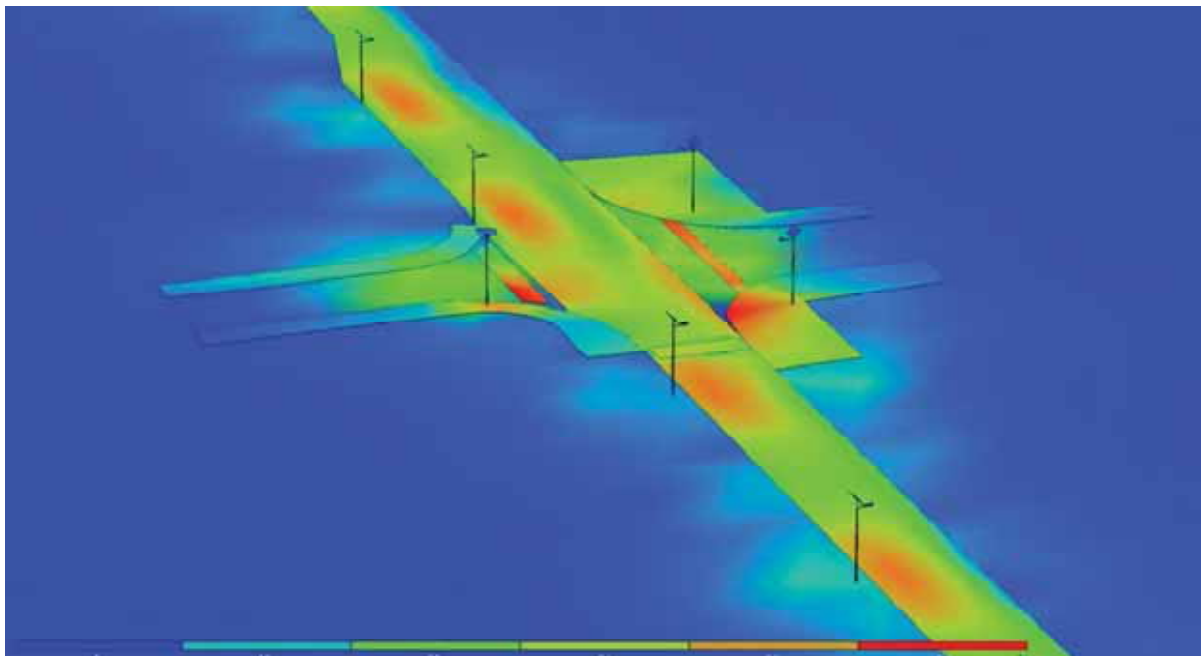
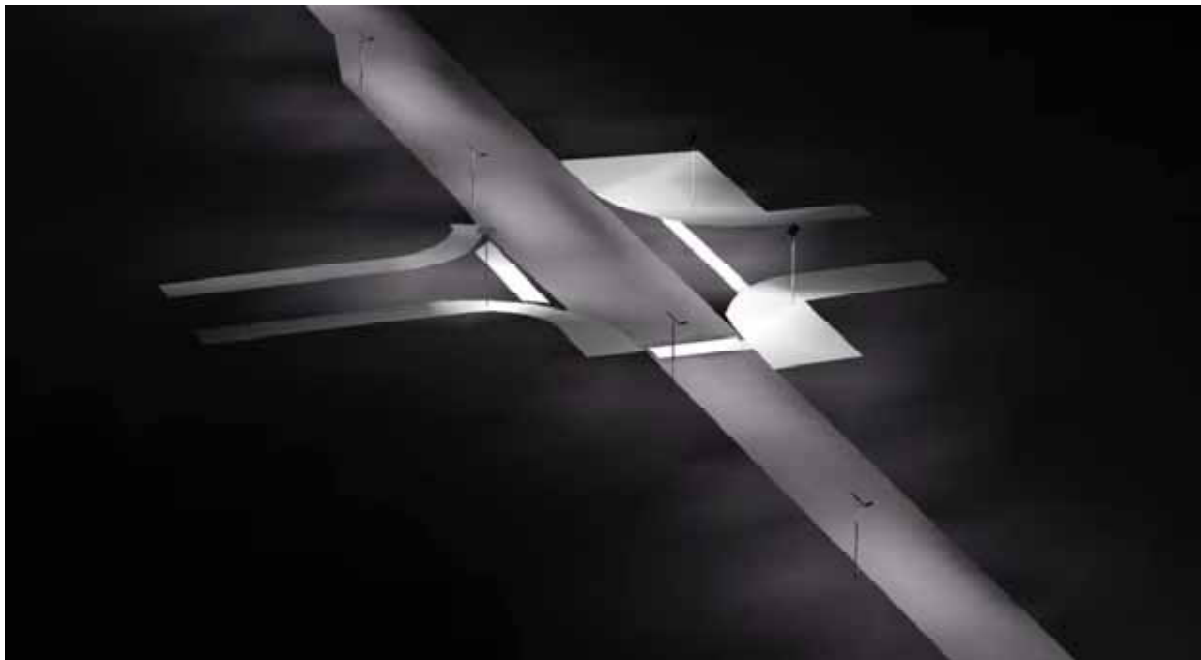
## FOCUS ON CROSSWALKS



### LIGHTING SIMULATION : CROSSWALK 3.2

|                             |     |
|-----------------------------|-----|
| Average Illumination (f.c.) | 1.6 |
| Maximum Illumination (f.c.) | 2.4 |
| Minimum Illumination (f.c.) | 0.8 |

|                      |      |
|----------------------|------|
| Uniformity (Av/Min)  | 1.92 |
| Uniformity (Max/Min) | 2.83 |



# PROJECT STUDY

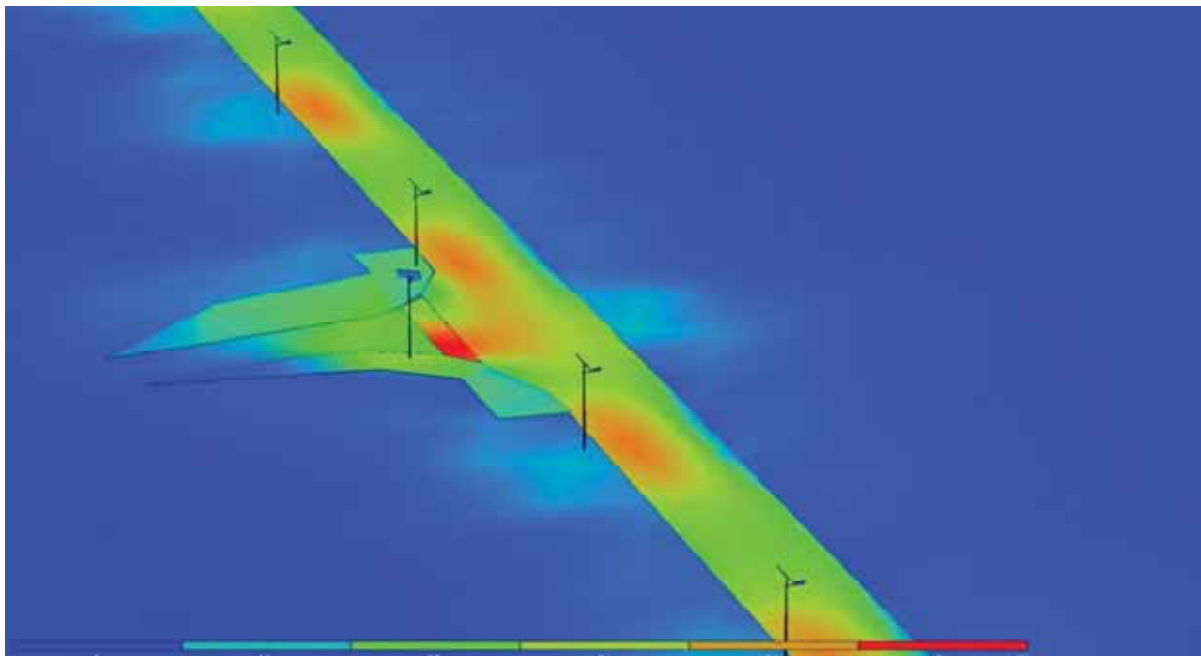
## FOCUS ON CROSSWALKS



### LIGHTING SIMULATION : CROSSWALK 4

|                             |     |
|-----------------------------|-----|
| Average Illumination (f.c.) | 1.6 |
| Maximum Illumination (f.c.) | 2.9 |
| Minimum Illumination (f.c.) | 0.3 |

|                      |      |
|----------------------|------|
| Uniformity (Av/Min)  | 5.22 |
| Uniformity (Max/Min) | 9.37 |



# PROJECT STUDY

## 3D RENDERS



### 3D RENDERS



# AUTONOMY STUDY

## Sawgrass Bay Boulevard, Clermont, FL



### SOLAR RADIATION

City: Clermont, FL

Country: United States of America

Coordinates:

28.4N, -81.7E

Elevation [ft] = 305

Closest weather stations:

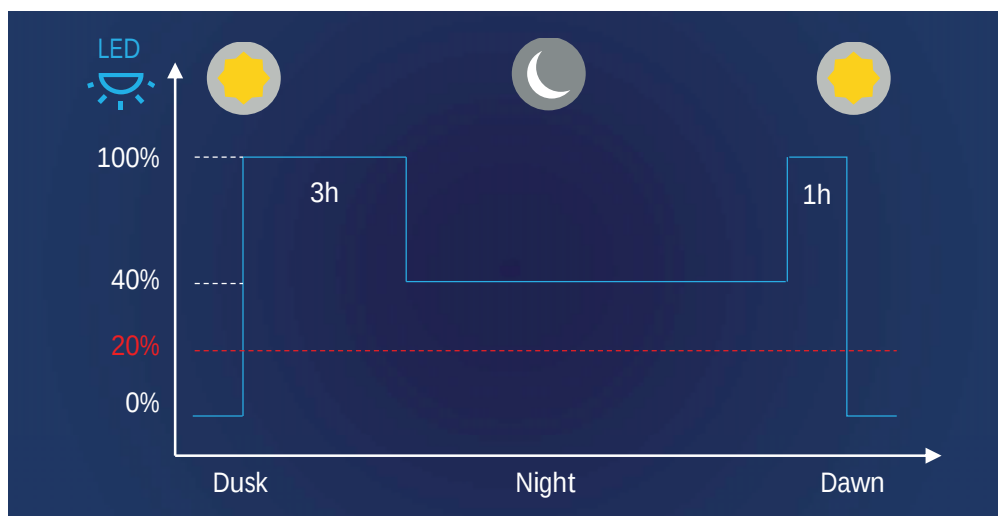
- Orlando International Airport
- Orlando Executive Airport
- Lakeland, FL
- Bartow Municipal Airport

*Radiations data is obtained by triangulating the 4 closest weather stations to the project and taking the worst irradiation data averaged over a typical year, then averaged over the last 10 years.*



### OUR LIGHTING PROFILE

The proposed lighting profile takes into account high traffic periods at dusk when people are leaving work and before sunrise when some people may be arriving to work. During the quiet hours energy is saved and light pollution reduced by dimming the lights. Importantly, this lighting profile can be adjusted using a smart phone app called SUNNAPP, available with all lights.



# AUTONOMY STUDY

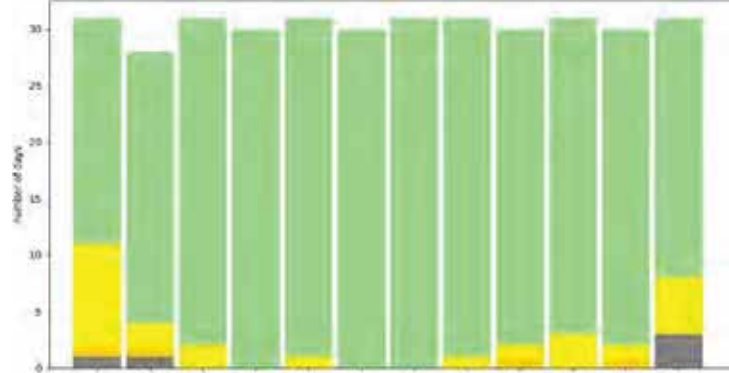
## Sawgrass Bay Boulevard, Clermont, FL



### CONFIGURATION

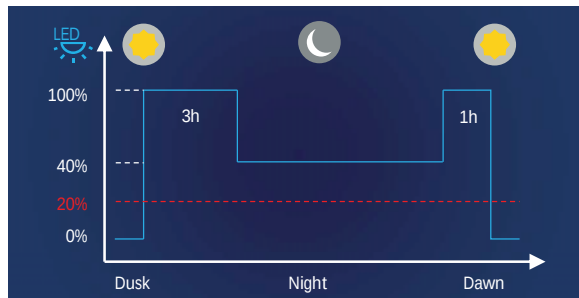
|                  |           |
|------------------|-----------|
| Product          | UP4       |
| Lighting profile | Profile A |
| Motion sensor    | No        |
| Orientation      | South     |
| PV Tilt angle    | 50°       |

### YEARLY OPERATING CHART



The selected simulation scenario creates a typical year based on the average weather for each day over the last decade.

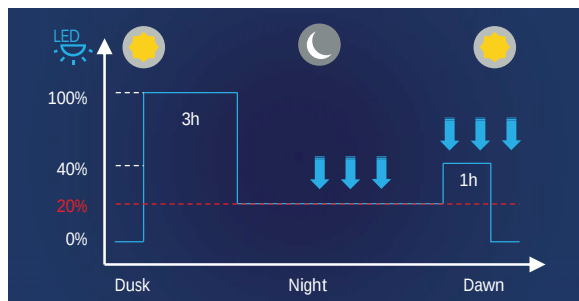
### LIGHTING PROFIL ANALYSIS



#### NOMINAL PROFILE (GREEN)

**331 nights / year**

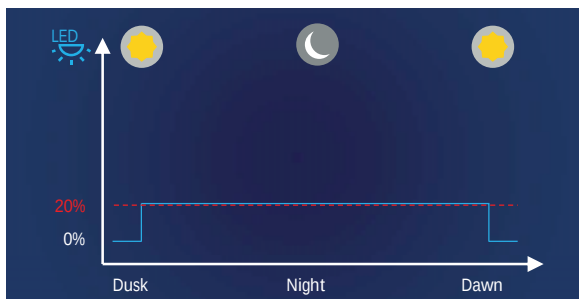
This profile will apply throughout the year, with fewer occurrence during the winter months.



#### ENERGY SAVING PROFILE (YELLOW)

**25 nights / year**

There's a decrease in lumen output during the Night and Dawn period. Gradation is adaptive. This shows the worst case scenario.



#### MINIMUM SERVICE PROFILE (ORANGE)

**4 nights / year**

This downgraded mode will not apply in the UAE.



#### LIGHTING SERVICE AVAILABILITY

**99.67 %** of the year  
- 4 448 hours -



#### POSSIBLE SERVICE UNAVAILABILITY

**0.33 %** of the year  
- 15 hours -

# YOUR SOLUTION



## UP4

Ultra performance solar streetlight

IP65

IK07(PV)

IK08

CE

### APPLICATIONS



MAIN ROADS,  
PARKING LOTS



- For Europe and North America (frameless PV panel with tilt up to 50°)
- All-in-one solar power source → easy shipping (air shipped) and installation (5 min)
- Detached luminaire offering powerful, modular lighting
- Reliable and durable street light: 10 years lifespan in cold and high temperature environments (ambient temperature of 104°F or -4°F)
- Recommended pole height: 16 ft. to 24 ft.

The complete system is located at the top of the street light pole with no buried, or external components whatsoever.

An all-in-one solar light that includes the following components:

- o The photovoltaic module (PV);
- o The charge controller
- o The battery
- o The LED light module
- o Bluetooth Remote Monitoring Module
- o All the accessories needed (cables, etc.)

System packages that include:

- o The pole
- o The foundation block; or
- o Hurricane rated, breakaway poles.
- o "Plug and Play" installation: no connection or assembly needed on site
- o Maintenance free for 10 years with a system life expectancy in Orlando of 12-16 years

# UP4



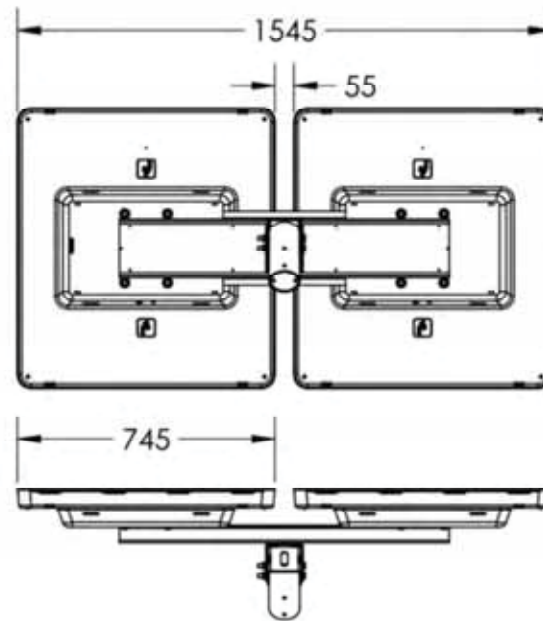
IP65 | IK07 (PV) | IK08 | CE

|             |                                      |                                                                                                                            |  |  |
|-------------|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------|--|--|
| LIGHTING    | LED module                           | High efficiency LED light engine - Multichip Technology (IP 67)                                                            |  |  |
|             | Luminous flux                        | 6400 lumens                                                                                                                |  |  |
|             | Consumption                          | 40W                                                                                                                        |  |  |
|             | Lighting efficacy                    | Up to 160 lm/W                                                                                                             |  |  |
|             | Color temperature options            | 4000 K (2000K amber lighting filter where required)                                                                        |  |  |
|             | Lifespan                             | 50 000 hours certified per IESNA LM-80 TM-21                                                                               |  |  |
|             | Certificates                         | EN 13032-1; EN 13032-2; EN 13201; EN 60598-1; EN 62471                                                                     |  |  |
| SOLAR PANEL | Technology                           | Photovoltaic module (Monocrystalline silicon)                                                                              |  |  |
|             | Power                                | 160 Wp (4*40 Wp)                                                                                                           |  |  |
|             | Electrical characteristics per panel | V <sub>OC</sub> : 23,04 V    V <sub>Mpp</sub> : 18,72 V    I <sub>SC</sub> : 2,34A<br>I <sub>Mpp</sub> : 2,14A    36 cells |  |  |
|             | Dimensions per panel                 | 776 x 350 mm                                                                                                               |  |  |
|             | Lifespan                             | 25 years                                                                                                                   |  |  |
|             | Inclination                          | 10°, 20°, 30°, 40°, 50°                                                                                                    |  |  |
|             | Structure                            | Frameless                                                                                                                  |  |  |
| BATTERY     | Certificates                         | IEC 61215; IEC 61730 I and II                                                                                              |  |  |
|             | Battery technology                   | NiMH battery, maintenance free, very high temperature resistance                                                           |  |  |
|             | Voltage                              | 24 V                                                                                                                       |  |  |
|             | Capacity                             | 480 Wh                                                                                                                     |  |  |
|             | Operating temperature range          | -40°F to +150°F (-40°C to +70°C)                                                                                           |  |  |
|             | Lifespan at 40°C                     | 4000 cycles according to IEC 61427 (12 years)                                                                              |  |  |
|             | Certificates                         | EN 62133                                                                                                                   |  |  |
| ELECTRONICS | Technology                           | SunnaCore® PWM charge controller                                                                                           |  |  |
|             | Communication                        | Bluetooth                                                                                                                  |  |  |
|             | Input voltage                        | 24V                                                                                                                        |  |  |
|             | Max. PV open circuit voltage         | 45V                                                                                                                        |  |  |
|             | Max. charge/discharge current        | 5A                                                                                                                         |  |  |
|             | Wiring                               | Marine-grade wiring used for all applications                                                                              |  |  |
|             | Electrical protection                | Electronic fuse                                                                                                            |  |  |
|             | Lifespan                             | 12 years                                                                                                                   |  |  |
|             | Water resistance                     | IP65 with sealed plugs                                                                                                     |  |  |
|             | Operating temperature range          | -4°F to +158°F (-20°C to +70°C)                                                                                            |  |  |
| GENERAL     | Certificates                         | CE; EN61000; EN61547; EN55015; EN62493; EN 62479 EN300328; EN 301489-1                                                     |  |  |
|             | Material                             | ABS PMMA casing (100% recycled) and aluminum                                                                               |  |  |
|             | SCx                                  | 1,24 m²                                                                                                                    |  |  |
|             | Fixation                             | Top mounting Ø76mm; Luminaire: horizontal bracket                                                                          |  |  |
|             | Weight (without pole)                | 47 kg                                                                                                                      |  |  |

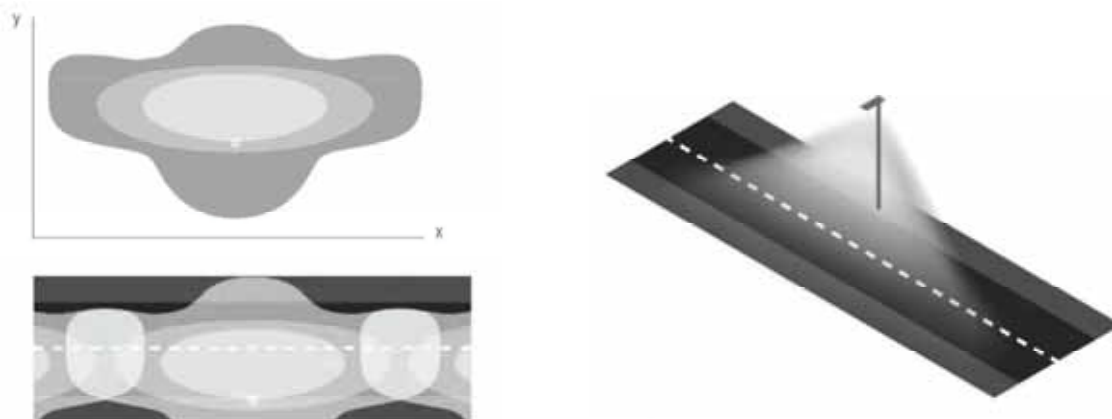
MADE IN FRANCE

Non- contractual illustrations

## Dimensions



## Lighting distribution



## Product references

| PRODUCT REFERENCE | DESCRIPTION |
|-------------------|-------------|
| SD4280 0XX 000    | UP4         |

Non-contractual illustrations

SIGNED,

Recovered Energy Technologies,

Date

By: [Signature]

April 11th, 2019

[Name]

[Title] and Authorized Agent

[Additional Signature Follows]

Avalon Groves Community Development District

STATE of FLORIDA

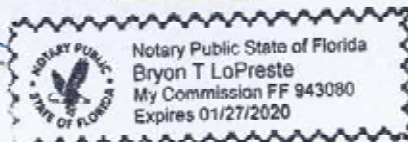
CITY/COUNTY of HILLSBOROUGH, to-wit:

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of APRIL, 2019, by JOEL D. BRAYMAN (name), \_\_\_\_\_ (title). I certify that he or she is personally known to me or has provided me with satisfactory evidence of his identity.

ONTARIO  
DRIVERS LICENSE  
B 7251-40525-80216  
Exp. 3-16-22

My Commission Expires the 27<sup>th</sup> day of JAN 2020.

[Signature]  
Notary Public



Counterparty,

Date

By: [Signature]

APRIL 2, 2019

[Name]

[Title] and Authorized Agent

Avalon Groves CDD

CITY/COUNTY of HILLSBOROUGH, to-wit:

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of APRIL, 2019, by JAMES P. HARVEY (name), CHAIRMAN (title). I certify that he or she is personally known to me or has provided me with satisfactory evidence of his identity.

My Commission Expires the 27<sup>th</sup> day of JAN. 2020.

[Signature]  
Notary Public



# Lighting Services Agreement

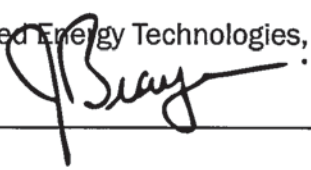
## Amendment #1

AMENDMENT to the LIGHTING SERVICES AGREEMENT (the "Agreement") dated April 2<sup>nd</sup>, 2019, by and between Recovered Energy Technologies (USA) (The "Company"), and Avalon Groves Community Development District (the "Customer") provides as follows:

1. LIGHTING SERVICES DESCRIPTION. The Company shall furnish, install, operate and maintain, for the term of the original agreement (16) additional UP4 solar streetlights, all of which, together with accessories, attachments, replacements parts, additions and repairs, shall be referred to herein as the "Equipment."
2. This amendment does not alter, change or affect the original LSA in any way and all of the clauses in the "Agreement" apply to this amendment.
3. PERMITS. The Customer shall be responsible for securing all permits required to deploy the Equipment at the Customer's expense.
4. INSTALLATION. The Company shall be responsible for installing the equipment in a workmanlike manner.
5. PAYMENTS. The Customer agrees to increasing the current monthly payments= of \$12,500 to \$13,400 following the installation of the additional 16 street lights.

SIGNED,

Recovered Energy Technologies,

By: 

[Name]

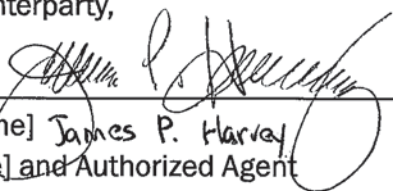
Joel Brayman Managing Partner

Date

August 15th, 2020

Avalon Groves CDD

Counterparty,

By: 

[Name] James P. Harvey

[Title] and Authorized Agent

Chairman

Date

8/18/2020



# Lighting Services Agreement

## Amendment #2

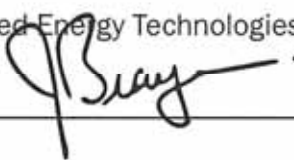
AMENDMENT to the LIGHTING SERVICES AGREEMENT (the "Agreement") dated April 2<sup>nd</sup>, 2019, by and between Recovered Energy Technologies (USA) (The "Company"), and Avalon Groves Community Development District (the "Customer") provides as follows:

1. LIGHTING SERVICES DESCRIPTION. The Company shall furnish, install, operate and maintain, for the term of the original agreement up to (125) additional UP2 solar streetlights with bell heads, all of which, together with accessories, attachments, replacements parts, additions and repairs, shall be referred to herein as the "Equipment."
2. Location of the streetlights is Serenoa Lakes (aka RAW);
3. This amendment does not alter, change or affect the original "Agreement" LSA in any way and all of the clauses in the "Agreement" apply to this amendment.
4. PERMITS. The Customer shall be responsible for securing all permits required to deploy the Equipment at the Customer's expense.
5. INSTALLATION. The Company shall be responsible for installing the equipment in a workmanlike manner in the locations staked by the Customer.
6. PAYMENT.
  - a. The Customer agrees to increasing the current monthly payments of \$13,400 to up to \$21,200 following the installation of 'up to' an additional the additional 125 streetlights.
  - b. Up to an additional 125 streetlights will be installed incrementally commencing with Phase 1 & 3, followed by phase 2 at Serenoa Lakes (aka RAW);
  - c. Billing will be increased proportional to the number of streetlights installed at the time of streetlight commissioning.

SIGNED,

Recovered Energy Technologies,

Date

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

October 28<sup>th</sup>, 2020

[Name]

Joel Brayman Managing Partner

Avalon Groves CDD

Counterparty,

Date

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

10-28-2020

James Harvey

Chairman and Authorized Agent





- 60'X125' LOT
- 50'X125' LOT
- 40'X125' LOT



**Amendment #3**  
**Lighting Services Agreement - Avalon Groves CDD**  
**Project: Edgemont Base**

AMENDMENT to the LIGHTING SERVICES AGREEMENT (the "Agreement") dated September 5<sup>th</sup>, 2019, by and between Recovered Energy Technologies (USA) (The "Company"), and Avalon Groves Community Development District (CDD) (the "Customer") provides as follows:

1. **LIGHTING SERVICES DESCRIPTION.** The Company shall furnish, install, operate and maintain, for the term of 20-years from the date of this amendment to the original agreement (44) additional 20 watt or greater high-performance streetlights, all of which, together with accessories, attachments, replacements parts, additions and repairs, shall be referred to herein as the "Equipment" in the project called "Edgemont Base."
2. This amendment does not alter, change or affect the original LSA in any way and all of the clauses in the "Agreement" apply to this amendment.
3. **PERMITS.** The Customer shall be responsible for securing all permits required to deploy the Equipment at the Customer's expense.
4. **INSTALLATION.** The Company shall be responsible for installing the equipment in a workmanlike manner.
5. **PAYMENTS.** The Customer agrees to increase the current monthly payments by \$2,600 following the installation and commissioning of these additional 44 streetlights.

SIGNED,

Recovered Energy Technologies USA Inc,

Date

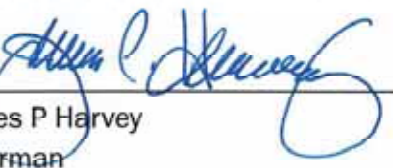
By:   
Joel Brayman  
Managing Partner

Monday, July 19, 2021

On behalf of the CDD/HOA

Counterparty,

Date

By:   
James P Harvey  
Chairman  
Avalon Groves CDD

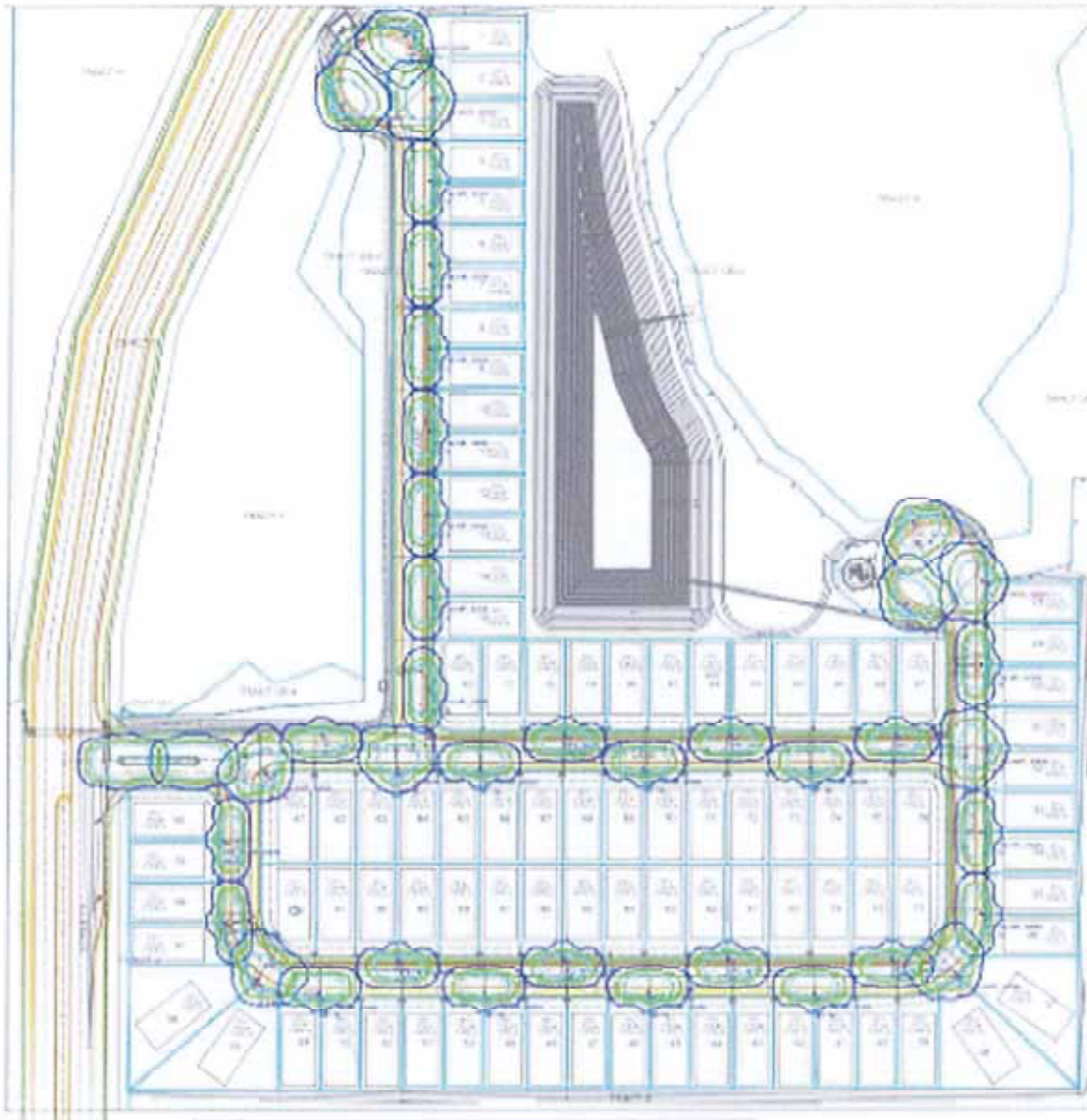
Monday, July 19, 2021

**Amendment #3**

**Avalon Groves CDD**

Rough light placement.

A detailed Photometric will be provided with signing of this Amendment.



# EXHIBIT 5



**Avalon Groves**  
**Community Development District**  
**Performance Measures/Standards**  
**& Annual Reporting Form**  
**October 1, 2024 – September 30, 2025**

**1. Community Communication and Engagement**

**Goal 1.1: Public Meetings Compliance**

**Objective:** Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

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

**Standard:** A minimum of three board meetings were held during the Fiscal Year.

**Achieved:** Yes ☐ No ☐

**Goal 1.2: Notice of Meetings Compliance**

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

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

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

**Achieved:** Yes ☐ No ☐

**Goal 1.3: Access to Records Compliance**

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

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

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

**Achieved:** Yes ☐ No ☐



**Avalon Groves Community Development District**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2024 – September 30, 2025**

**2. Infrastructure and Facilities Maintenance**

**Goal 2.1: Field Management and/or District Management Site Inspections**

**Objective:** Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

**Measurement:** Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

**Standard:** 100% of site visits were successfully completed as described within district management services agreement

**Achieved:** Yes ☐ No ☐

**Goal 2.2: District Infrastructure and Facilities Inspections**

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

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

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

**Achieved:** Yes ☐ No ☐

**3. Financial Transparency and Accountability**

**Goal 3.1: Annual Budget Preparation**

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

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

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

**Achieved:** Yes ☐ No ☐



**Avalon Groves Community Development District**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2024 – September 30, 2025**

**Goal 3.2: Financial Reports**

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

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

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

**Achieved:** Yes ☐ No ☐

**Goal 3.3: Annual Financial Audit**

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

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

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

**Achieved:** Yes ☐ No ☐

Chair/Vice Chair:\_\_\_\_\_

Print Name:\_\_\_\_\_

Avalon Groves Community Development District

Date:\_\_\_\_\_

District Manager:\_\_\_\_\_

Print Name:\_\_\_\_\_

Avalon Groves Community Development District

Date:\_\_\_\_\_

