AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Date/Time:
Thursday
October 24, 2024
10:00 a.m.

Location:
Serenoa Club Amenity Center
17555 Sawgrass Bay Blvd.,
Clermont, FL 34714

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

Avalon Groves
Community Development District

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

Board of Supervisors
Avalon Groves Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District is scheduled for **Thursday, October 24, 2024** at **10:00 a.m.** at **Serenoa Club Amenity Center – 17555 Sawgrass Bay Blvd., Clermont, FL 34714.**

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

Should you have any questions regarding the agenda, please contact the District Manager at (321) 263-0132 X 742 or kdarin@vestadpropertyservices.com. We look forward to seeing you at the meeting.

Sincerely,

Kyle Darin

Kyle Darin
District Manager

Cc: Attorney
Engineer
District Records

AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Thursday, October 24, 2024
Time: 10:00 a.m.
Location: Serenoa Club Amenity Center
17555 Sawgrass Bay Blvd.,
Clermont, FL 34714

Click Here to Join the Meeting Online
Dial-in Number: 1-904-348-0776
Phone Conference ID: 862 156 243#
(Mute/Unmute: *6)
(Raise/Lower Hand: *5)

Agenda

*The full draft agenda packet will be posted to the CDD website under **Meeting Documents** when it becomes available, or it may be requested no earlier than 7 days prior to the meeting date by emailing sconley@vestapropertyservices.com*

I. Roll Call Carl Weston (1) VACANT (2) Michael Aube (3-C)
Robert Wolski (4) Gene Mastrangeli (5-VC)

II. Audience Comments – Agenda Items *(Limited to 3 minutes per individual for agenda items.)*

III. Supervisor Requests I

A. Review of District Management Agreement *(Aube)* Exhibit 1

B. Review of Field Services Agreement *(Aube)* Exhibit 2

IV. Supervisor Appointment

A. Consideration of Appointment of John Holden to Seat 2

B. Administration of Oath of Office Exhibit 3

C. Review of Sunshine and Public Records Laws

References:

- Guide to Sunshine Amendment & Code of Ethics for Public Officers & Employees
- Government in the Sunshine Manual
- Free Resources for Required Ethics Training

D. Consideration and Adoption of **Resolution 2025-01, Designating Officers** Exhibit 4

V. Staff Reports

A. District Engineer – *Greg Woodcock, Stantec*

1. Review of Stormwater Inlets Between Ponds 12, 13, and 19 at Lovegrass Way and Blazing Star Circle Exhibit 5

a. Consideration of Atlantic Pipe Services Proposals to Clear Debris From Certain Pipes and Inlets Associated with Ponds 12, 13, and 19 - $13,045.00 Exhibit 6

b. Consideration of Site Masters Proposal to Repair Manhole Lid Near 17611 Blazing Star Circle - $750.00 Exhibit 7

IV. Staff Reports *(Continued)*

B. District Counsel – *Bennett Davenport, Kutak Rock*

1. Review of Resolution 2016-18 Fund Disbursement Authorization — Exhibit 8

C. District Manager – *Kyle Darin, Vesta District Services*

1. Review of Requested Budget Hearing Items — Exhibit 9
   a. FY 2023 Spending (September 2023 Balance Sheet)
   b. FY 2025 Budget and Assessment Allocation
   c. Proof of Assessment Notice
2. Notice of Sunshine Water Rate Increase Hearing — Exhibit 10
3. Review of Monument Power Outlet Timeline — Exhibit 11
4. Field Report — Exhibit 12
   a. TPG Report and Proposal for Solar Light Replacements at Monuments ($27,714.16) and Power Outlet Installation at Edgemont/Village 1 Entrances ($91,059.37) — Exhibit 13
   b. Sidewalk Pressure Washing Proposals — Exhibit 14
      i. ASAP Pressure Washing - *Pending*
      ii. Buddy's Pressure Washing - *Pending*
      iii. Fireman Toms Pressure Washing
         A) Sawgrass Bay Blvd (Sanctuary Drive – Village 3 + Goldcrest Loop) - $6,439.81
         B) Basswood, Island/Roadway + Edgemont to Sanctuary Dr/Palms at Serenoa - $4,997.85
         C) Goldcrest Loop Playground Equipment - $125.00
5. Aquatic Maintenance Report – *Steadfast Environmental* — Exhibit 15
   a. Consideration of Proposal to Add Gambusia (Mosquito Fish) to Certain Ponds to Assist with Midge Fly Maintenance - $6,500.00 — Exhibit 16

IV. Staff Reports

C. District Manager *(Continued)*

6. Landscape Maintenance Report – *Justin Sarka, Down To Earth*

a. Consideration of Landscape Proposals

i. Butterfly Pea Court Plant Replenishment #93703 - $4,171.98 — Exhibit 17

ii. Add 175 C.Y. Pine Bark Mulch to Pond Tree Rings #95950 - $11,675.00 — Exhibit 18

iii. Bush Hog Access to CDD Maintained Tract Behind Alligator Flag Ct #97270 - $2,927.89 — Exhibit 19

iv. Additional Repairs to Lightning Struck Irrigation #95208 - $1,506.62 — Exhibit 20

7. Hurricane Milton Damage Update — Exhibit 21

D. Serenoa POA Amenity Manager

E. Palms at Serenoa HOA Amenity Manager

VI. Recess *(5-10 Minutes)*

VII. Liaison Reports

A. Landscape and Environmental – *Gene Mastrangeli/Carl Weston*

1. Outstanding Landscape Maintenance Concerns

2. Discussion on Landscape Contract: Communication and Chargeback

B. Amenities – *Gene Mastrangeli*

C. Public Safety – *Carl Weston*

D. Finance – *Robert Wolski*

E. Public Information – *Michael Aube*

1. Monthly Newsletter

2. Website Engagement

3. Triannual Budget Update

4. Monthly CDD/POA/HOA Meeting

F. Accountability – *Michael Aube/Carl Weston*

VIII. Business Matters

A. Review of Scopes for Supervisor Liaison Roles — Exhibit 22

B. Ratification of Established FY 2025 Goals and Objectives with Performance Measures and Standards — Exhibit 23

C. Consideration and Adoption of **Resolution 2025-02, Setting Public Hearing on Amendment of Rules and Procedures** *(December 5, 2024)* — Exhibit 24

1. Memorandum on Updated Provisions of the District's Rules of Procedure
2. Proposed Revised Rules of Procedure

D. Consideration and Adoption of **Resolution 2025-03, Amending FY 2023-2024 Budget** — Exhibit 25

IX. Consent Agenda

A. Consideration and Approval of the Minutes of the Board of Supervisors Regular Meeting Held August 22, 2024 — Exhibit 26

B. Consideration and Acceptance of the Unaudited September 2024 Financial Statements — Exhibit 27

X. Supervisor Requests II

A. Next Workshop Agenda Items

B. Next Meeting Agenda Items

XI. Action Item Summary *(For Inclusion in Minutes)* — Exhibit 28

XII. Audience Comments – New Business *(Limited to 3 minutes per individual for non-agenda items)*

XIII. Next Workshop Attendance Check

	In Person	*Virtually*	*Not*
Carl Weston (1)			
VACANT (2)			
Michael Aube (3-C)			
Robert Wolski (4)			
Gene Mastrangeli (5-VC)			

November 14, 2024 at 10 a.m.
Palms at Serenoa Clubhouse
17244 Bay Cedar Way,
Clermont, FL 34714

XIV. Next Meeting Quorum Check

	In Person	*Virtually*	*Not*
Carl Weston (1)			
VACANT (2)			
Michael Aube (3-C)			
Robert Wolski (4)			
Gene Mastrangeli (5-VC)			

December 5, 2024 at 10 a.m.
Serenoa Club Amenity Center
17555 Sawgrass Bay Blvd.,
Clermont, FL 34714

XV. Adjournment

EXHIBIT 1

AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT AND DPFG 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 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 ("**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"):

SERVICES	PROPOSED FEES
District Management	**$32,960 annually**
Dissemination Agent	**$5,150 annually**
Assessment Administration	**Included**
Accounting	**Included**
Administration Services	**Included**
TOTAL DISTRICT MANAGEMENT	**$38,110 annually**

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 30th, 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.

EXHIBIT 2

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**.

Most respectfully,

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"):

SERVICES	PROPOSED FEES
Field Services	**$6,180 annually**

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
Board of Supervisors Oath of Office

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

_____
Signature

_____
Date

STATE OF FLORIDA

COUNTY OF LAKE

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

WITNESS my hand and official seal the date aforesaid.

_____
Notary Public State of Florida

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

EXHIBIT 4

RESOLUTION 2025-01

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

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

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

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

SECTION 1. The following persons are designated to the offices shown:

Michael Aube	is appointed Chairperson
Gene Mastrangeli	is appointed Vice Chairperson
Kyle Darin	is appointed Secretary
Carl Weston	is appointed Assistant Secretary
John Holden	is appointed Assistant Secretary
Robert Wolski	is appointed Assistant Secretary
Shirley Conley	is appointed Assistant Secretary
Johanna Lee	is appointed Treasurer
Bridgett Alexander	is appointed Assistant Treasurer
Scott Smith	is appointed Assistant Treasurer

SECTION 2. This Resolution shall become effective immediately upon its adoption and shall remain in effect unless rescinded or repealed. Further, upon its passage, any previously adopted Resolution designating officers is rescinded and repealed.

PASSED AND ADOPTED this 10th day of October, 2024.

ATTEST:

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair, Board of Supervisors

EXHIBIT 5


Serenoa - Inlet Clearing
Write a description for your map.
Legend
Project Location
Google Earth
5000 ft
N

August 15, 2024

Stantec visited Avalon Groves to review the drainage inlets due to reports of flooding on the existing roadway. During our review we found silt and debris inside the inlet structures and the pipes. Refer to report below for locations and photos documenting our on-site observations.

Greg Woodcock

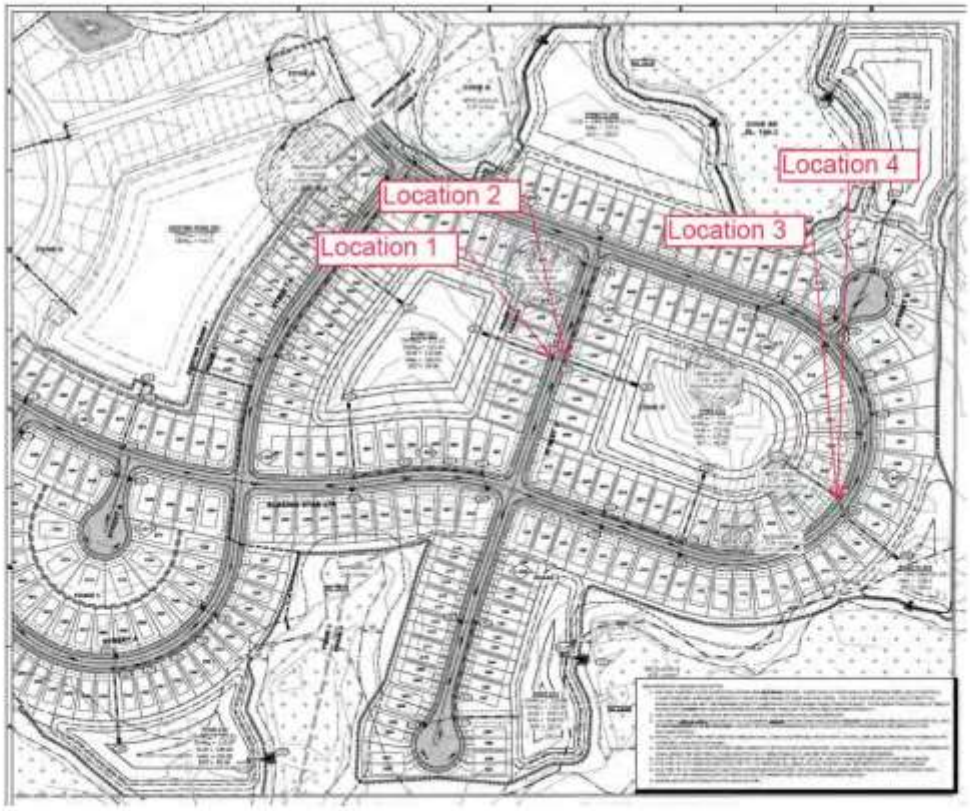
Project Manager

Stantec

(352) 777-0183

Greg.Woodcock@Stantec.com

Location Map



Stantec

August 15, 2024

Location 1: Approximately 11" of silt found in structure 42. The pipes and structure to be jetted and vacuumed to clear out the debris.



Location 2: Approximatly 11" of silt found in structure 39. The pipe and structure to be jetted and vacuumed to clear out the debris.



Stantec

August 15, 2024

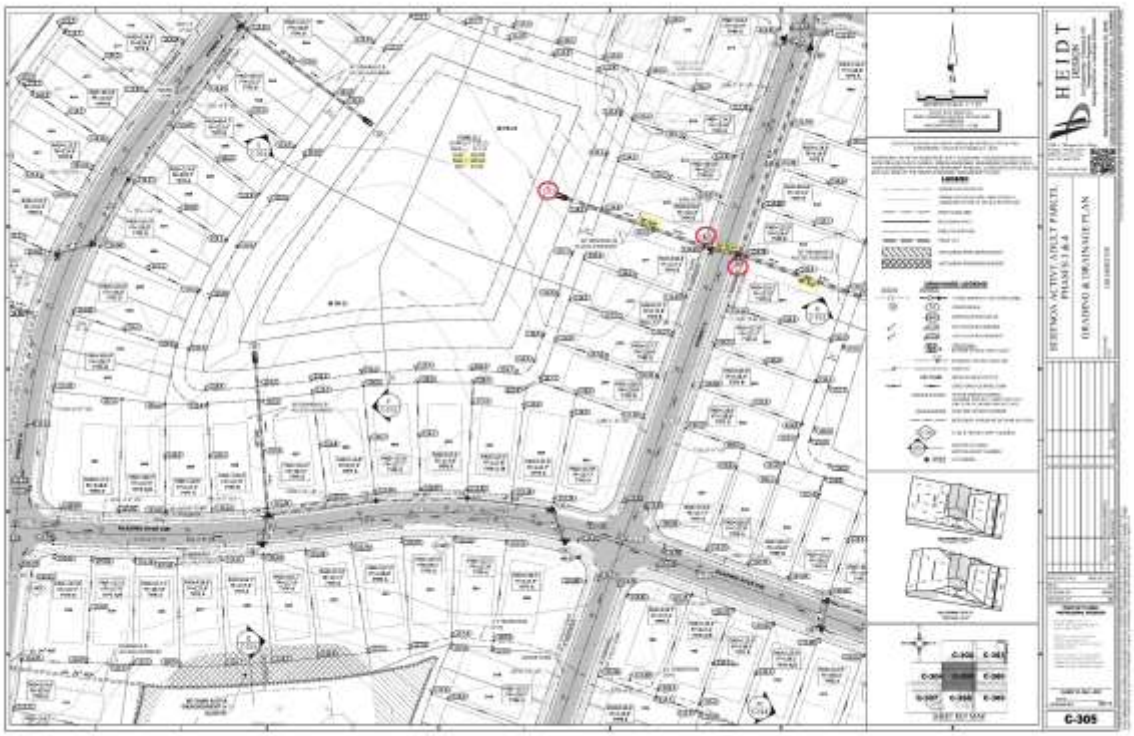
Location 3: Manhole ring was not installed properly, allowing silt and debris to enter the manhole structure. Remove vegetation from around ring, and Re-seat ring with concrete.

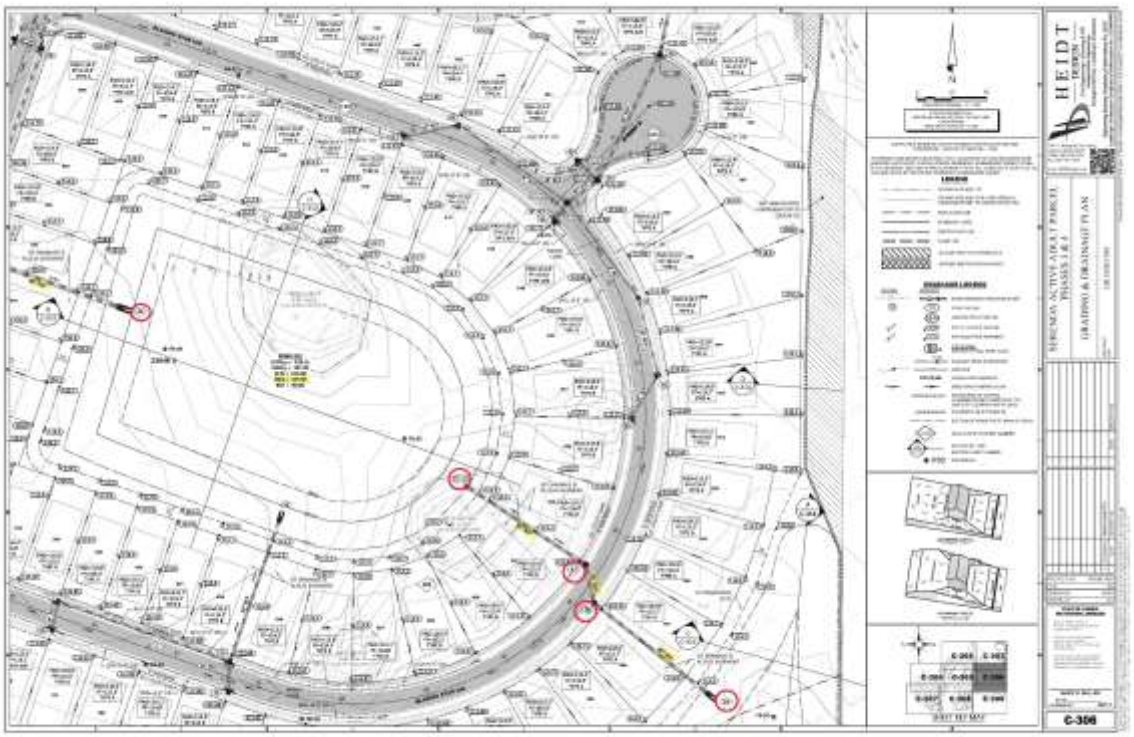


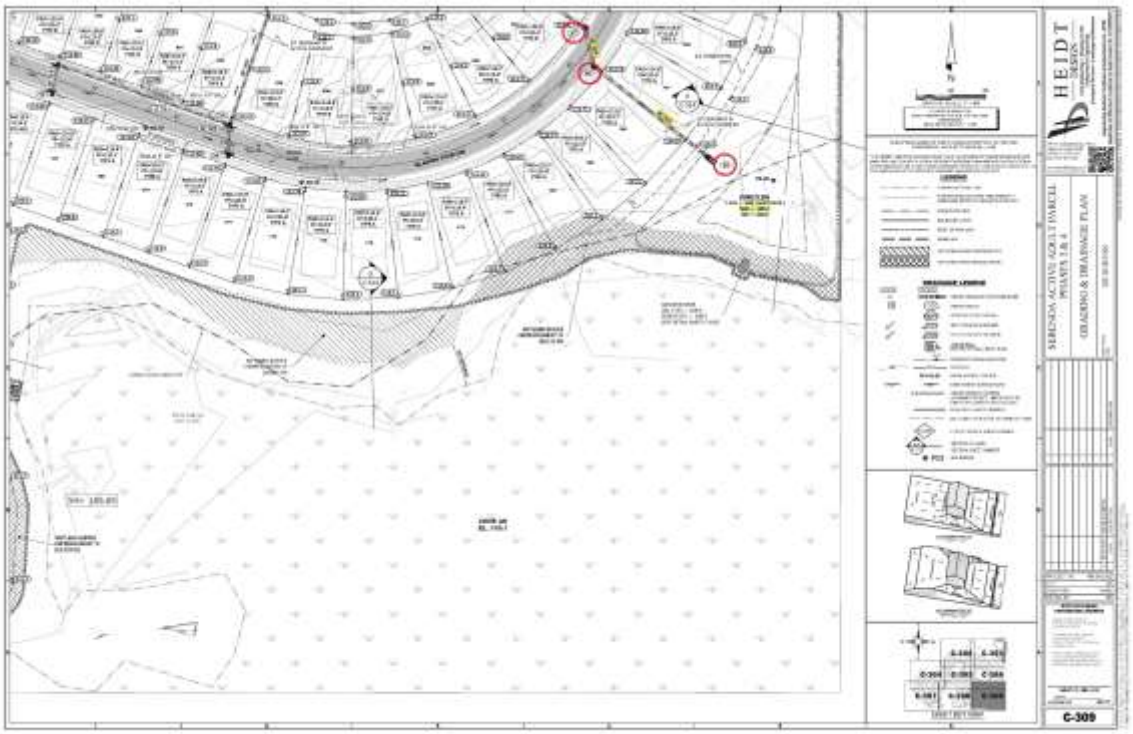


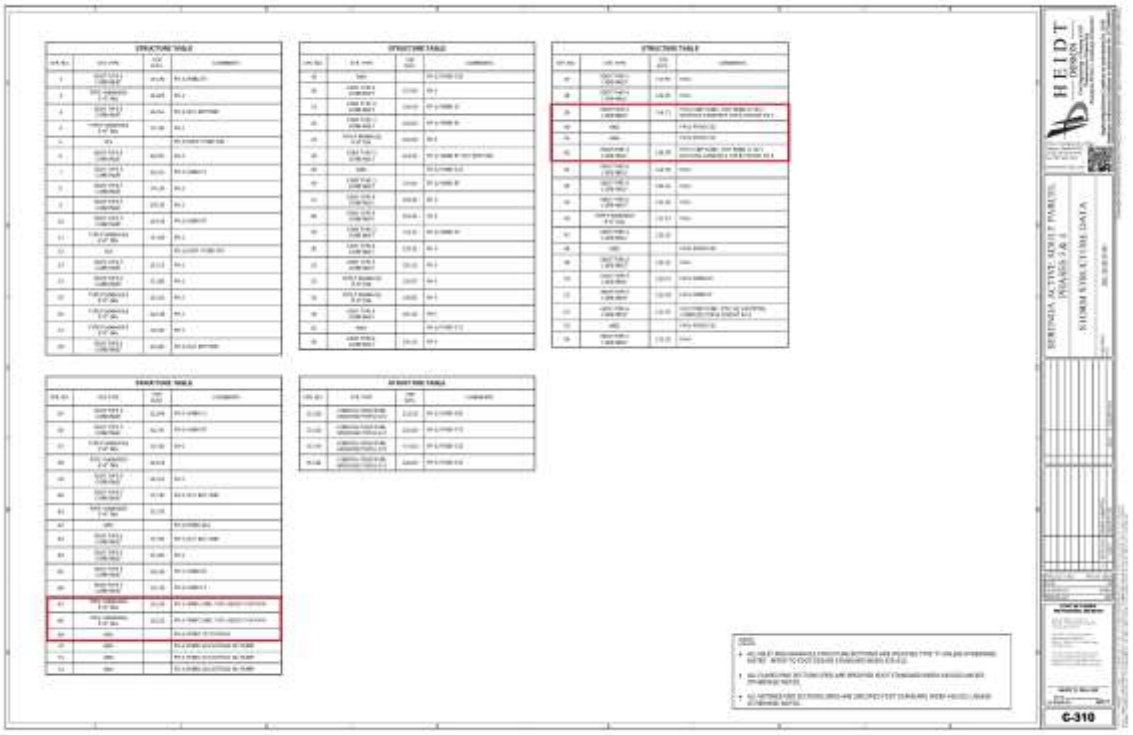
Location 4: Debris found in bottom of the inlet structure and pipe. The structure and pipe to be jetted and vacuumed to clear out the debris.




HEIDT
DESIGN
SHERWOOD ACTIVE ADULT PARCEL
PHASES 3 & 4
GRADING & DRAINAGE PLAN
C-305


HEIDT
DESIGN
SHERWOOD ACTIVE ADULT PARCEL
PHASES 3 & 4
GRADING & DRAINAGE PLAN
C-306


HEIDT
DESIGN
SERENOA ACTIVE ADULT/TIMBERLL
PHASES 1 & 2
GRADING & DRAINAGE PLAN
C-309


HEIDT
DESIGN
SERENOA ACTIVE ADULT/TIMBERLL
PHASES 1 & 2
STORM STRUCTURE DATA
C-310


HEIDT
DESIGN
C-311

EXHIBIT 6

ATLANTIC PIPE SERVICES

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSAL

4826

CUSTOMER: *Avalon Groves CDD*	***PHONE:*** *727 608 7766*	***DATE:*** *09/09/2024*
STREET: 250 International Parkway, Suite 208	***JOB NAME:*** *Serenoa Community Inlet Clearing*	
CITY/STATE/ZIP: *Lake Mary, FL, 32746*	***JOB LOCATION:*** *3567 Lovegrass Wy, Clermont, FL, 34714*	
ATTN: *Frank Nolte*	***E-MAIL:****frank.nolte@stantec.com*	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
	Seq: *CL/TV/Storm*			
550.00	Storm Light Clean - 36" to 42"	LF	4.25	2,337.50
175.00	Storm Light Clean - 48" to 54"	LF	5.50	962.50
5.00	Storm Standard Heavy Cleaning	HRS	260.00	1,300.00
1.00	Storm Offsite Disposal (Subject to Change)	EA	1,000.00	1,000.00
2.00	Fuel Recovery - Vac Truck (Per Mobilization)	EA	200.00	400.00
1.00	Fuel Recovery - CCTV Truck (Per Mobilization)	EA	100.00	100.00
	Seq: *Dive*			
2.00	Storm Plug Installation - 24"x48"	EA	650.00	1,300.00
2.00	Storm Plug Removal - 24"x48"	EA	650.00	1,300.00
2.00	Storm Plug Rental - 24"x48"	DYS	310.00	620.00
1.00	Storm Plug Installation - 24"x60"	EA	850.00	850.00
1.00	Storm Plug Removal - 24"x60"	EA	850.00	850.00
1.00	Storm Plug Rental - 24"x60"	DYS	535.00	535.00
1.00	Plug Transportation - Drop-Off/Pick up	EA	390.00	390.00
1.00	Pump Rental - Storm Dewatering	DYS	1,000.00	1,000.00
1.00	Fuel Recovery - Dive Truck (Per Mobilization)	EA	100.00	100.00
			TOTAL	13,045.00

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate

2) Emergeny Call Outs will be subject to increased rates.

3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified

4) Travel Time charges are assessed on a job by job basis

5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at $75.00 per set.

6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site

7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is comitted to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

Our proposal includes all labor, material, equipment and workmanship to perform storm drainage cleaning and inspections at the above referenced project.
Project is quoted linear foot rates and will be billed linear foot rates assuming that cleaning is deemed to be light, and that APS is called out with at least 1,000LF available and accessible:

- Heavy Cleaning to be billed hourly
- Downtime beyond the control of APS to be billed hourly
- Any time APS is called out with less than 1,000LF available and accessible, work may be billed hourly and will be subject to a 4 Hour Minimum (per piece of equipment).
- VAC Truck Hourly Rates: $260.00 per hour
- TV Truck Hourly Rates: $235.00 per hour

Quantities within proposal are for estimating purposes. Billing will reflect actual quantities and/or times performed in the field.
, Atlantic Pipe Services (APS) assures that the dive team is qualified, properly trained and reasonable effort is made to install and remove plugs according to the plug manufacturer's specifications. Following installation by APS, the client assumes responsibility to maintain plug inflation pressure for the duration the plug is in use. Any damage that occurs to APS equipment after the APS Diver has left the project will be the responsibility of the client. All costs associated with repair or replacing damaged equipment will be the burden of the client. Client is responsible for monitoring pond levels and contacting APS in a timely manner to deflate or remove plugs. APS is not liable for property or site damage that occurs due to overflowing ponds. In the event the client deflates and / or removes an APS plug, the client will be liable for any damages. Plugs provided by client must be inspected by APS prior to installation. Any client plugs that are determined to be unacceptable for use will not be installed.

Quantities within proposal are estimates. Billing will reflect actual quantities performed.

ATLANTIC PIPE SERVICES

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- [x] *Local Dump-Site for safe disposal of debris / waste material removed from Project Location*
- [x] *Local Metered Water Source*
- [x] *Exposure of structures and access to all work areas without delay*
- [x] *Stabilized Access to Work Areas - Two Wheel Drive Accessible*
- [ ] *Access to secure site for equipment storage*
- [x] *Maintenance of Traffic - If Applicable*

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renogotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE		**DATE**	**9/9/2024**
SIGNATURE	*Steven Fugatt*		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		**DATE**	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771
(Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

EXHIBIT 7

Site Masters of Florida, LLC
5551 Bloomfield Blvd.
Lakeland, FL 33810
Phone: (813) 917-9567
Email: tim.sitemastersofflorida@yahoo.com

PROPOSAL

Avalon Groves CDD

Serenoa Manhole Lid

9/17/2024

Re-set existing ring and cover on storm manhole located near 17611 Blazing Star Circle.

Scope includes:

- **remove loose concrete / grout material of original setting**
- **place Ram-nek adhesive strips on top of manhole surface**
- **set and seat the ring and cover**
- **secure ring with border band of concrete**

TOTAL $750

EXHIBIT 8

RESOLUTION 2016-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, Section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors of the District (hereinafter the "Board") typically meets monthly to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board may establish bi-monthly, quarterly or other meeting dates not on a monthly basis, or may cancel regularly scheduled monthly meetings from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, establishing meeting schedules outside of monthly meetings may interfere with the timely approval of disbursements and payment of expenses; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

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

Section 1. Continuing Expenses: The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

1. The invoices must be due on or before the next scheduled meeting of the Board of

Supervisors.

2. The invoice must be pursuant to a contract or agreement authorized by the Board of Supervisors.
3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.
4. The invoice amount will not cause payments to exceed the adopted budget of the District.

Section 2. Non-Continuing Expenses: The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required to provide for the health, safety, and welfare of the residents within the District; or 2) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding $5,000 - with approval of the District Manager;
2. Non-Continuing Expenses Exceeding $5,000 - with approval of the District Manager and Chairman of the Board of Supervisors.

Section 3. Any payment made pursuant to this Resolution shall be submitted to the Board of Supervisors at the next scheduled meeting for approval and ratification.

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

PASSED AND ADOPTED this 28th day of April, 2016.

ATTEST:

Secretary/Assistant Secretary

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Chairman

EXHIBIT 9

Avalon Groves Community Development District

Statement of Revenue, Expenditures And Change In Fund Balance

For The Period Ending September 30, 2023

	FY2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	VARIANCE Over / (Under) To Budget
REVENUES				
ON ROLL ASSESSMENTS	$ 838,110	-	$ 715,112	$ (122,998)
DEVELOPER FUNDING OFF ROLL	-	-	95,049	95,049.31
DEVELOPER FUNDING				-
MISCEALLANEOUS REVENUE		-	5	5.00
LOT CLOSINGS		-	37,034	37,034.48
TOTAL REVENUES	**838,110**	**-**	**847,201**	**$ 9,091**
EXPENDITURES				
GENERAL ADMINISTRATIVE				
DISTRICT MANAGEMENT SERVICES	32,960	2,747	32,960	0
BANK FEES	150	-	-	(150)
AUDITING	3,400	-	-	(3,400)
REGULATORY & PERMIT FEES	175	-	186	11
LEGAL ADVERTISEMENTS	4,000	-	1,968	(2,032)
ENGINEERING SERVICES	12,000	310	12,281	281
LEGAL SERVICES	25,000	5,806	44,621	19,621
TECHNOLOGY & WEBSITE ADMIN.	2,015	-	1,515	(500)
MISCELLANEOUS	1,500	310	5,365	3,865
BOS MEETING	12,000	-	4,800	(7,200)
TOTAL GENERAL ADMINISTRATIVE	**93,200**	**9,173**	**103,696**	**$ 10,496**
INSURANCE				
INSURANCE	12,000	-	25,044	13,044
TOTAL INSURANCE	**12,000**	**-**	**25,044**	**$ 13,044**
DEBT SERVICE ADMIN.				
DISCLOSURE REPORT	5,150	-	5,150	-
ARBITRAGE REBATE	1,500	-	650	(850)
TRUSTEE FEES	10,500	-	10,500	-
TOTAL DEBT ADMINISTRATION	**17,150**	**-**	**16,300**	**$ (850)**
UTILITIES				
UTILITIES-ELECTRICITY	6,180	1,126	19,745	13,565
STREETLIGHTS	160,800	18,080	215,213	54,413
UTILITY WATER	40,000	1,100	11,793	(28,207)
TOTAL UTILITIES	**206,980**	**20,306**	**246,751**	**$ 39,771**
PHYSICAL ENVIRONMENT				
LAKE & POND MAINTENANCE	52,000	2,733	32,801	(19,199)
LANDSCAPE MAINTENANCE	300,000	16,175	288,482	(11,519)
LANDSCAPE - REPLENISHMENT	15,000	16,849	28,730	13,730
WETLAND MITIGATION & MAINTENANCE	37,000	3,000	36,300	(700)
FIELD MANAGEMENT	6,180	515	6,180	-
FIELD CONTINGENCY	28,900	267	5,081	(23,819)
HARDSCAPE REPAIRS & MAINT.	15,000	-	-	(15,000)
STORMWATER REPORTING	25,000	-	-	(25,000)
PORTER SERVICES	10,000	-	-	(10,000)
POND PLANTINGS AND EROSION CONTROL	12,000	-	-	(12,000)
FOUNTAIN REPAIR	2,700	-	-	(2,700)
RESERVE STUDY	5,000	-	-	(5,000)
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	**508,780**	**39,540**	**397,573**	**$ (111,207)**
INTEREST EXPENSE			-	
TOTAL EXPENDITURES	**838,110**	**69,018**	**789,365**	**$ (48,745)**
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES		**(69,018)**	**57,837**	
FUND BALANCE - BEGINNING			168,186	
FUND BALANCE - ENDING			**$ 226,022**	

AVALON GROVES CDD
FISCAL YEAR 2024-2025 ADOPTED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)

	FY 2023 ACUTAL	FY 2024 ADOPTED	FY 2025 ADOPTED	VARIANCE FY24 TO FY25
REVENUE:				
SPECIAL ASSESEMENTS	$ 881,064	$ 991,760	$ 1,319,762	$ 328,002
SERENOA POA COST SHARE AGREEMENT	-	-	2,790	2,790
INTEREST	-	-	-	-
TOTAL REVENUE:	**881,064**	**991,760**	**1,322,552**	**330,792**
EXPENDITURES:				
GENERAL ADMINISTRATIVE:				
SUPERVISOR COMPENSATION	4,800	12,000	12,000	-
DISTRICT MANAGEMENT SERVICES	32,960	32,960	34,608	1,648
BANK FEES	-	150	150	-
AUDITING	-	3,400	3,800	400
REGULATORY AND PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	1,968	4,000	4,000	-
ENGINEERING SERVICES	12,281	15,000	40,000	25,000
LEGAL SERVICES	44,621	25,000	60,000	35,000
TECHNOLOGY & WEBSITE ADMIN.	1,515	2,015	2,015	-
MISCELLANEOUS (appraisal, mailing, etc.)	5,376	1,500	1,500	-
TOTAL GENERAL ADMIN.	**103,696**	**96,200**	**158,248**	**62,048**
INSURANCE:				
INSURANCE	25,044	12,000	35,000	23,000
TOTAL INSURANCE	**25,044**	**12,000**	**35,000**	**23,000**
DEBT SERVICE ADMIN. :				
DISCLOSURE REPORT	5,150	5,150	5,408	258
ARBITRAGE REBATE REPORT	1,300	2,000	2,000	-
TRUSTEE FEES	10,500	12,000	17,500	5,500
TOTAL DEBT SERVICE ADMIN.	**16,950**	**19,150**	**24,908**	**5,758**
UTILITIES:				
UTILITIES-ELECTRICITY	19,745	6,180	20,000	13,820
STREETLIGHTS	215,213	230,000	295,000	65,000
UTILITY WATER	11,793	40,000	45,000	5,000
TOTAL UTILITIES:	**246,751**	**276,180**	**360,000**	**83,820**
PHYSICAL ENVIRONMENT:				
LAKE & POND MAINTENANCE	32,801	54,600	54,600	-
LANDSCAPE MAINTENANCE	288,482	314,715	314,715	-
LANDSCAPE - REPLENISHMENT	28,730	15,285	76,000	60,715
WETLAND MITIGATION & MONITORING	36,300	38,850	49,800	10,950
FIELD MANAGEMENT	6,180	6,180	6,489	309
FIELD CONTINGENCY	5,081	88,900	88,900	-
HARDSCAPE REPAIRS & MAINT.	-	15,000	15,000	-
STORMWATER REPORTING	-	25,000	25,000	-
PORTER SERVICES	-	10,000	10,000	-
POND PLANTINGS AND EROSION CONTROL	-	12,000	15,000	3,000
FOUNTAIN REPAIR	-	2,700	2,700	-
MIDGE FLY TREATMENT	-	-	53,592	53,592
PLAYGROUND REPAIRS & MAINT.			9,000	9,000
WILDLIFE REMOVAL			18,600	18,600
RESERVE STUDY	-	5,000	5,000	-
TOTAL PHYSICAL ENVIRONMENT	**397,573**	**588,230**	**744,396**	**156,166**
TOTAL EXPENDITURES:	**790,015**	**991,760**	**1,322,552**	**330,792**
EXCESS OVER (UNDER) REVENUES:	**91,049**	**-**	**-**	**-**

AVALON GROVES CDD
FISCAL YEAR 2024-2025 ADOPTED BUDGET
CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL BUDGETED AMOUNT	COMMENTS (SCOPE OF SERVICE)
SUPERVISOR COMPENSATION		$12,000	Per FS 190 - 5 Supervisors x 12 meetings @ $200/mtg
DISTRICT MANAGEMENT SERVICES	Vesta	$34,608	**(Auto renews 10/1)**
DISTRICT ACCOUNTING SERVICES	Vesta	$0	**(Part of Mgmt Contract renews 10/1)**
BANK FEES	Bank United	$150	
AUDITING SERVICES	DMHB	$3,800	
REGULATORY AND PERMIT FEES	State of Florida	$175	
LEGAL ADVERTISEMENTS	Lake Sentinel (Orlando Sentinel)	$4,000	
ENGINEERING SERVICES	Stantec	$40,000	**(Ongoing until termination)**
LEGAL SERVICES	Kutak Rock	$60,000	**(Ongoing until termination)**
TECHNOLOGY & WEBSITE ADMINISTRATION	Campus Suite	$2,015	ADA compliant website - includes monthly scans of the website and website platform **(Annual payment - Ongoing until termination)**
MISCELLANEOUS		$1,500	
INSURANCE	Egis	$35,000	**(Accepted policy starts 10/1)**
DISCLOSURE REPORT	Vesta	$5,408	Series 2017A-1 & 2017A-2 bonds, service provided by District Manager
ARBITRAGE REBATE	LLS Tax Solutions	$2,000	Series 2017A-1 & 2017A-2 bonds
TRUSTEE FEES	Regions	$17,500	
UTILITIES - ELECTRIC	SECO	$20,000	Estimated for wells/lift stations **(Ongoing until accounts closed)**
STREETLIGHTS	HV Solar Lighting	$295,000	**(20-yr agreement w/amendments end c. 4/2/2039)**
UTILITY WATER	Sunshine Water Services	$45,000	**(Ongoing until accounts closed)**
LAKE & POND MAINTENANCE	Steadfast Environmental	$54,600	Lake management service including algae, border grass, and invasive plant control for 34 stormwater ponds. **(Annual contract renews 10/1)**
LANDSCAPE MAINTENANCE	Down to Earth	$314,715	**(Annual contract renews 10/1)**
LANDSCAPE REPLENISHMENT		$76,000	Miscellaneous
WETLAND MITIGATION & MONITORING	BioTech Consulting	$49,800	Quarterly Maintenance, Bi-annual monitoring, Annual Monitoring, Wetland Maintenance. (**Auto renews 10/1 for duration of permit requirements [5 yrs] Most recent engagement will end 2028]**)
FIELD MANAGEMENT	Vesta	$6,489	Field Services to walk the campus for landscape maintenance review and various infrastructure improvements that need to be addressed. **(Auto renews 10/1)**
FIELD CONTINGENCY		$88,900	Contingency as needed and estimated momument lighting costs.
HARDSCAPE REPAIRS & MAINTENANCE		$15,000	
STORMWATER REPORTING	Stantec	$25,000	
PORTER SERVICES	Clean Star Services	$10,000	Charges $100/month per can for 3x/wk pickup at pond 28, mailboxes and tot lot.**(Billed monthly - ongoing until termination)**
POND PLANTINGS AND EROSION CONTROL	Steadfast Environmental	$15,000	
FOUNTAIN REPAIR	Cascade Fountains	$2,700	$175 per quarter for regualr maintenance plus $2K for repairs **(Ongoing until termation)**
MIDGE FLY TREATMENT		$53,592	NEW LINE FY2025
PLAYGROUND REPAIRS & MAINTENANCE		$9,000	NEW LINE FY2025
WILDLIFE REMOVAL		$18,600	NEW LINE FY2025
RESERVE STUDY		$5,000	
Total		**$1,322,552**	

AVALON GROVES CDD
FISCAL YEAR 2024-2025 ADOPTED BUDGET
ASSESSMENT ALLOCATION

ADMIN BUDGET	
NET O&M ADMIN BUDGET	**$218,155.50**
COUNTY COLLECTION COSTS	$4,641.61
EARLY PAYMENT DISCOUNT	$9,283.21
GROSS O&M ADMIN ASSESSMENT	**$232,080.32**

FIELD BUDGET	
NET O&M FIELD BUDGET	**$1,104,396.00**
COUNTY COLLECTION COSTS	$23,497.79
EARLY PAYMENT DISCOUNT	$46,995.57
GROSS O&M FIELD ASSESSMENT	**$1,174,889.36**

	UNITS ASSESSED							ALLOCATION OF ADMIN O&M ASSESSMENT					ALLOCATION OF FIELD O&M ASSESSMENT				
UNIT SIZE & PHASE	O&M	SERIES 2017A (AA1) DEBT SERVICE	SERIES 2017A-1 (AA2) DEBT SERVICE	SERIES 2019 DEBT SERVICE	SERIES 2021 (AA1) DEBT SERVICE	SERIES 2021 (AA3) DEBT SERVICE	SERIES 2022 DEBT SERVICE	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL ADMIN O&M	ADMIN O&M PER LOT	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL FIELD O&M	FIELD O&M PER LOT
PALMS AT SERENOA (AA1)																	
SINGLE FAMILY (PH. 1 & 2)	301	300		300				1.00	301.0	20.41%	$47,360.12	$157.34	1.00	301.0	20.41%	$239,757.08	$796.54
SINGLE FAMILY (PH. 3 & 4)	276	276			276			1.00	276.0	18.71%	$43,426.55	$157.34	1.00	276.0	18.71%	$219,843.70	$796.54
SERENOA VILLAGE (AA2)																	
SINGLE FAMILY 40'-45'	83		82					1.00	83.0	5.63%	$13,059.43	$157.34	1.00	83.0	5.63%	$66,112.42	$796.54
SINGLE FAMILY 50'	295		288					1.00	295.0	20.00%	$46,416.06	$157.34	1.00	295.0	20.00%	$234,977.87	$796.54
SINGLE FAMILY 60'	102		95					1.00	102.0	6.92%	$16,048.94	$157.34	1.00	102.0	6.92%	$81,246.59	$796.54
SERENOA LAKES (AA3)																	
MULTI-FAMILY	300							0.10	30.0	2.03%	$4,720.28	$15.73	0.10	30.0	2.03%	$23,896.05	$79.65
SINGLE FAMILY 40'	133					133		1.00	133.0	9.02%	$20,926.56	$157.34	1.00	133.0	9.02%	$105,939.18	$796.54
SINGLE FAMILY 50'	115					115		1.00	115.0	7.80%	$18,094.40	$157.34	1.00	115.0	7.80%	$91,601.54	$796.54
SINGLE FAMILY 60'	48					47		1.00	48.0	3.25%	$7,552.44	$157.34	1.00	48.0	3.25%	$38,233.69	$796.54
EDGEMONT (AA4)																	
SINGLE FAMILY	92						92	1.00	92.0	6.24%	$14,475.52	$157.34	1.00	92.0	6.24%	$73,281.23	$796.54
	1745	576	465	300	276	295	92		1475.0	100.00%	**$232,080.32**			1475.0	100.00%	**$1,174,889.36**	

	PER UNIT ANNUAL ASSESSMENT [2]										
UNIT SIZE & PHASE	TOTAL O&M PER UNIT	SERIES 2017A (AA1) DEBT SERVICE	SERIES 2017A-1 (AA2) DEBT SERVICE	SERIES 2019 DEBT SERVICE	SERIES 2021 (AA1) DEBT SERVICE	SERIES 2021 (AA3) DEBT SERVICE	SERIES 2022 DEBT SERVICE	**TOTAL PER UNIT [3]**	FY 2024 PER UNIT	$ VARIANCE PER UNIT	% VARIANCE PER UNIT
PALMS AT SERENOA (AA1)											
SINGLE FAMILY (PH. 1 & 2)	$953.88	$312.43		$744.31				**$2,010.61**	$1,784.98	$225.64	12.6%
SINGLE FAMILY (PH. 3 & 4)	$953.88	$312.43			$744.30			**$2,010.60**	$1,784.97	$225.64	12.6%
SERENOA VILLAGE (AA2)											
SINGLE FAMILY 40'-45'	$953.88		$1,041.73					**$1,995.61**	$1,769.97	$225.64	12.7%
SINGLE FAMILY 50'	$953.88		$1,145.90					**$2,099.78**	$1,874.15	$225.64	12.0%
SINGLE FAMILY 60'	$953.88		$1,250.08					**$2,203.96**	$1,978.32	$225.64	11.4%
SERENOA LAKES (AA3)											
MULTI-FAMILY	$95.39							**$95.39**			
SINGLE FAMILY 40'	$953.88					$1,103.86		**$2,057.74**	$1,832.11	$225.64	12.3%
SINGLE FAMILY 50'	$953.88					$1,226.52		**$2,180.39**	$1,954.76	$225.64	11.5%
SINGLE FAMILY 60'	$953.88					$1,471.82		**$2,425.70**	$2,200.06	$225.64	10.3%
EDGEMONT (AA4)											
SINGLE FAMILY	$953.88						$1,487.92	**$2,441.79**	$2,216.16	$225.64	10.2%

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

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

[3] Annual assessments that will appear on the November, 2024 Lake County property tax bill. Amount shown includes all applicable county collection costs (2%) and early payment discounts (up to 4% if paid early).

AVALON GROVES CDD
FISCAL YEAR 2024-2025 ADOPTED BUDGET
DEBT SERVICE SCHEDULE

	Series 2017A (AA1)	Series 2017A-1 (AA2)	Series 2019 (AA1 PH.1&2)	Series 2021 (AA1 PH.3&4)	Series 2021 (AA3)	Series 2022 (AA4)	Total Debt Service
REVENUE							
SPECIAL ASSESSMENTS (NET MADS)	$ 170,338	$ 500,600	$ 210,250	$ 193,100	$ 336,400	$ 128,675	$ 1,539,363
TOTAL REVENUE	**170,338**	**500,600**	**210,250**	**193,100**	**336,400**	**128,675**	**1,539,363**
EXPENDITURES							
INTEREST EXPENSE							
05/01/25	62,106	188,663	66,074	56,369	101,225	44,638	519,074
11/01/25	60,981	185,303	66,074	55,469	99,622	43,838	511,286
PRINCIPAL RETIREMENT							
05/01/25	45,000	125,000	-	80,000	135,000	40,000	425,000
11/01/25	-	-	75,000	-	-	-	75,000
TOTAL EXPENDITURES	**168,088**	**498,966**	**207,148**	**191,838**	**335,847**	**128,475**	**1,530,360**
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**2,250**	**1,630**	**3,100**	**1,260**	**550**	**200**	**8,990**

NET DEBT SERVICE	$ 1,539,362.50
COLLECTION COST & EARLY PMT. DISCOUNT	$ 98,257.18
GROSS DEBT SERVICE ASSESSMENTS	**$ 1,637,619.68**

STATE OF FLORIDA)
COUNTY OF Seminole)

AFFIDAVIT OF MAILING

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

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.

2. I, Logan Muether, am employed by Vesta District Services, and, in the course of that employment, serve as and/or assist the District Manager for the Avalon Groves Community Development District ("**District**"). Among other things, my duties include preparing and transmitting correspondence relating to the District.

3. I do hereby certify that on August 2, 2024, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Florida law, and with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in the letters or list, if any, included in **Exhibit A** and in the manner identified in **Exhibit A.**

4. I do hereby certify that the attached document(s) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters; were and are being kept in the course of the regularly conducted activity of the District; and were made as a regular practice in the course of the regularly conducted activity of the District.

FURTHER AFFIANT SAYETH NOT.

By Logan Muether

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 10 day of September 2024, by Logan Muether for Vesta District Services who ☒ is personally known to me or ☐ has provided _____ as identification, and who ☑ did or ☐ did not take an oath.

Notary Public State of Florida
Jacquelyn Leger
My Commission HH 478473
Expires 2/18/2028

NOTARY PUBLIC
Print Name: Jacquelyn Leger
Notary Public, State of Florida
Commission No.: HH478473
My Commission Expires: 2/18/2028

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

THIS IS NOT A BILL – DO NOT PAY

August 2, 2024

VIA FIRST CLASS U.S. MAIL

PARCEL ID / UNIT TYPE:

RE: Avalon Groves Community Development District
FY 2025 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Florida law, the Avalon Groves Community Development District ("**District**") will be holding a meeting and public hearing(s) for the purposes of (i) adopting the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**FY 2025**"), and (ii) levying operations and maintenance assessments ("**O&M Assessments**") to fund the Proposed Budget as follows:

DATE:	August 22, 2024
HOUR:	7:00 p.m.
LOCATION:	Serenoa Club Amenity Center 17555 Sawgrass Bay Blvd Clermont, FL 34714

The proposed O&M Assessment information for your property, schedule of assessments, and total revenue to be collected to fund the Proposed Budget for FY 2025 is set forth in **Exhibit A** attached hereto. The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget, assessment roll, and the agenda for the public hearings and meeting may be obtained by contacting the offices of the District Manager, Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, FL 32746, (321) 263-0132 (**"District Manager's Office"**). The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District.

All affected property owners have the right to appear and comment at the public hearings and meeting and may file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the District's Board of Supervisors with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Sincerely,

District Manager

EXHIBIT A
Summary of O&M Assessments – FY 2025

1. **Proposed Budget / Total Revenue.** From all O&M Assessments levied to fund the Proposed Budget, the District expects to collect no more than **$1,406,970** in gross revenue.

2. **Unit of Measurement.** O&M Assessments are allocated on an Equivalent Assessment Unit or Equivalent Residential Unit (collectively herein, "**EAU/ERU**") basis for platted lots. Your property is classified as a platted lot.

3. **Schedule of O&M Assessments:**

Land Use	Total Units	EAU/ERU Factor	Proposed Annual O&M Assessment*
Single Family	1,445	1.0	$953.88
Multi-Family	300	0.1	$95.39

**includes collection costs and early payment discounts*

Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. **Collection.** By operation of law, each year's O&M Assessment constitutes a lien against the property levied on, just as do each year's property taxes. For FY 2025, the District intends to have the Lake County ("**County**") Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments imposed on the remaining benefitted property, if any, by sending out a bill no later than November of this year. For delinquent assessments initially billed directly by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's County tax bill. **IT IS IMPORTANT TO PAY YOUR O&M ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE OR, FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

EXHIBIT 10

BEFORE THE PUBLIC SERVICE COMMISSION

INITIAL CUSTOMER NOTICE

TO THE CUSTOMERS OF
SUNSHINE WATER SERVICES COMPANY
AND
ALL OTHER INTERESTED PERSONS

RE: DOCKET NO. 20240068-WS

APPLICATION FOR INCREASE IN WATER AND WASTEWATER RATES IN CHARLOTTE, HIGHLANDS, LAKE, LEE, MARION, ORANGE, PASCO, PINELLAS, POLK AND SEMINOLE COUNTIES BY SUNSHINE WATER SERVICES COMPANY

DATED: AUGUST 29, 2024

BACKGROUND

Sunshine Water Services Company (the "Utility") is a water and wastewater utility whose offices are located at 200 Weathersfield Avenue, Altamonte Springs, FL 32714. The Utility's water and wastewater facilities are located in Charlotte, Highlands, Lake, Lee, Marion, Orange, Pasco, Pinellas, Polk and Seminole Counties, Florida.

On June 28, 2024, the Utility filed an application with the Florida Public Service Commission (Commission) for increased water and wastewater rates for its customers in Charlotte, Highlands, Lake, Lee, Marion, Orange, Pasco, Pinellas, Polk and Seminole Counties. The application was assigned Docket No. 20240068-WS and August 1, 2024, was established as the official date of filing.

The Utility is requesting a rate increase because the existing rates do not provide sufficient revenues to cover the reasonable expenses of operations on a going-forward basis and an opportunity to earn a fair return on the Utility's investment in used and useful property for the public use, and to replace aging infrastructure. The rate of return on equity requested in this proceeding is 10.36%, calculated using the Commission-approved formula. The overall return requested (the weighted cost of debt and equity) is 7.478%. According to its books, the Utility states that its current overall rate of return without a rate increase is 3.05% for the water system and 4.18% for its wastewater system. The Utility's last rate proceeding was in Docket No. 20200139-WS utilizing a historic December 31, 2019, test year. That proceeding culminated in Order No. PSC-2021-0206-FOF-WS, issued June 4, 2021, Request for Reconsideration was denied by Order No. PSC-2021-0373-PAA-WS issued on September 28, 2021.

The Utility has incurred and will incur additional operating costs and substantial capital investment. Copies of the Minimum Filing Requirements (MFRs), the Rate Case Synopsis, and the Utility's application are available for inspection on the Florida Public Service Commission website at:
https://www.psc.state.fl.us/clerks-office-dockets-level2?DocketNo=20240068&TabNumber=5

UTQ0910A 2000013948 1990/3

[3/7]

INTERIM/FINAL RATES

The Utility is not requesting interim water and wastewater rates. The Utility's current and requested final water and wastewater rates are attached to this Notice. The final water and wastewater rates are subject to change based on information gathered at the technical and customer hearings, and the final decision by the Commissioners.

SERVICE AVAILABILITY CHARGES

The only changes the Utility is requesting to its service availability charges is the increase its meter installation fee to $591.83 for a 5/8" meter to reflect the current cost of meters and related facilities. Even though not requested to do so, the Commission may review and adjust service availability charges. Service availability charges do not apply to existing customers.

PROCEDURES AFTER CUSTOMER MEETINGS

The following tentative schedule was established by the Commission for the remaining major events in the Utility's rate case (customer hearings will be scheduled and you will be provided with a separate notice of their dates, times, and locations, some of which will be held telephonically):

Schedule Item	Due Dates
Prehearing Conference	01/02/2025
Customer Service Hearings	10/07-11/2024
Technical Hearing	02/11-13/2025
Briefs Due from Parties	03/14/2025
Staff Recommendation	03/20/2025
Agenda Conference on Final Rates	04/01/2025

HOW TO CONTACT THE COMMISSION

Any person who wishes to comment or provide information to Commission staff may do so at the meetings, either orally or in writing. Other written comments regarding the Utility and the proposed rates, or requests to be placed on the mailing list for this case, may be directed to this address:

Florida Public Service Commission
Director, Office of Commission Clerk
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

A courtesy copy of written comments and complaints is not required, but may be mailed or emailed (preferred) to the following:

Martin S. Friedman, Esquire
Dean Mead
420 S. Orange Ave., Suite 700
Orlando, Florida 32801
mfriedman@deanmead.com

All correspondence should refer to "Docket No. 20240068-WS, Sunshine Water Services Company". Your letter will be placed in the correspondence file of this docket. You may also submit comments through the Florida Public Service Commission's toll-free facsimile line at 1-800-511-0809, or the Commission's website available at http://floridapsc.com/ConsumerAssistance/ComplaintForm .

Complaints may also be made by phone to the Office of Consumer Assistance and outreach at 1-800-342-3552, submitted through the Public Service Commission's toll-free facsimile line at 1-800-511-0809, or the Commission's website available at:
http://www.floridapsc.com/consumers/complaints/index2.aspx

This notice was prepared by the Utility and approved by Commission staff for distribution by the Utility to its customers. If you have any questions, please call the Utility's office at 866-842-8432.

Sunshine Water Services Company

UTQ0910A 2000013949 1990/4

[4/71

WATER RATES

		Utility's Existing Rates	Utility's Final Requested
Residential and General Service			
Base Facility Charge by Meter Size			
5/8" x 3/4"	applies to Butterfly Pea & Gold Crest Loop meters	$13.57	$16.63
3/4"		$20.36	$24.95
1"		$33.93	$41.58
1-1/2"	applies to Basswood Lane meter	$67.85	$83.15
2"	applies to Paragon Lane meter	$108.56	$133.04
3"		$217.12	$266.08
4"		$339.25	$415.75
6"		$678.50	$831.50
8"		$1,085.60	$1,330.40
10"		$1,967.65	$2,411.35
Charge per 1,000 gallons - Residential Service			
0-4,000 gallons		$1.90	$2.33
4,001-12,000 gallons		$2.84	$3.49
Over 12,000 gallons		$4.76	$5.84
Charge per 1,000 gallons - General Service	Applies to all meters	$3.23	$3.96
Private Fire Protection Service (PFP)-Annual			
1 1/2"		$67.85	$83.15
2"		$108.56	$133.04
3"		$217.12	$266.08
4"		$339.25	$415.75
6"		$678.50	$831.50
8"		$1,085.60	$1,330.40
10"		$1,967.65	$2,411.35

Wastewater Rates

	Utility's Existing Rates	Utility's Requested Final Rates
Residential Service (RS1)		
All Meter Sizes	$34.99	$40.59
Charge per 1,000 gallons (8,000 gallon cap)	$5.59	$6.48
Residential Service (RS2) Mid-County & Tierra Verde		
All Meter Sizes	$70.01	$81.22
Charge per 1,000 gallons (16,000 gallon cap)	$5.59	$6.48
Residential Service (RS3)		
Flat Rate-unmetered wastewater only	$62.95	$73.03

Residential Service (RS4) Mid-County & Tierra Verde		
Flat Rate-unmetered wastewater only	$125.91	$146.07
Residential Reuse Service (RRS1)		
All Meter Sizes	$10.21	$11.84
Charge per 1,000 gallons	$1.92	$2.23
Bulk Service (BS1) DeeAnn Estates HOA		
All Meter Sizes (58 ERCs)	$2,029.42	$2,354.22
Charge per 1,000 gallons	$5.59	$6.48
General Service (GS1)		
Base Facility Charge by Meter Size		
5/8" x 3/4"	$34.99	$40.59
3/4"	$52.49	$60.89
1"	$87.48	$101.48
1-1/2"	$174.95	$202.95
2"	$279.92	$324.72
3"	$559.84	$649.44
4"	$874.75	$1,014.75
6"	$1,749.50	$2,029.50
8"	$2,799.20	$3,247.20
10"	$5,073.55	$5,885.55
Charge per 1,000 gallons	$6.70	$7.77
General Service (GS2) Mid-County & Tierra Verde (bi-monthly)		
Base Facility Charge by Meter Size		
5/8" x 3/4"	$70.00	$81.21
3/4"	$105.00	$121.82
1"	$175.00	$203.03
1-1/2"	$350.00	$406.05
2"	$560.00	$649.68
3"	$1,120.00	$1,299.36
4"	$1,750.00	$2,030.25
6"	$3,500.00	$4,060.50
8"	$5,600.00	$6,496.80
10"	$10,150.00	$11,775.45
Charge per 1,000 gallons	$6.70	$7.77
General Service (GS3)		
Flat Rate	$62.95	$73.03
General Service (GS4) Cross Creek HOA		
Flat Rate (90-5 ERCs)	$56,969.75	$66,092.15

UTQ0910A 20000013950 1990/5

15/71

NOTICE OF CUSTOMER SERVICE HEARINGS AND TECHNICAL HEARING

TO

CUSTOMERS OF SUNSHINE WATER SERVICES COMPANY

AND

ALL OTHER INTERESTED PERSONS

DOCKET NO. 20240068-WS

APPLICATION FOR INCREASE IN WATER AND WASTEWATER RATES IN CHARLOTTE, HIGHLANDS, LAKE, LEE, MARION, ORANGE, PASCO, PINELLAS, POLK AND SEMINOLE COUNTIES BY SUNSHINE WATER SERVICES COMPANY

ISSUED: September 7, 2024

NOTICE is hereby given that the Florida Public Service Commission ("Commission") will hold virtual and in-person customer service hearings, and an in-person technical hearing in the above docket on the application for increase in water and wastewater rates in Charlotte, Highlands, Lake, Lee, Marion, Orange, Pasco, Pinellas, Polk and Seminole Counties by Sunshine Water Services Company ("Utility"). The hearings will commence at the times and dates shown below.

COMPANY OVERVIEW – SUNSHINE WATER SERVICES COMPANY

Clean water service delivered to your home is critical to your family and we are happy to have been granted the license to serve your territory.

While we understand this is a challenging time, we are committed to delivering quality service to you, our customer. At this time, we are requesting an increase in rates to enable us to continue delivering safe, clean water to you.

We have filed a request (Docket No. 20240068-WS) with the Florida Public Service Commission (Commission) requesting a future increase in our water and wastewater rates that would likely take effect in mid-2025.

If approved as filed, the rate increase will vary by customer depending upon usage. We expect typical residential customers with monthly consumption of 5,000 gallons to see an increase of about $5.43 on water and $10.05 on wastewater on their monthly bills.

The Utility has invested significantly in infrastructure, technology, customer service, and operations to ensure safety and reliability. However, since that time, the combination of necessary infrastructure investment, cost of construction, evolving customer expectations, advances in technology, changes in regulations, and increased operations requirements now causes us to seek rate relief.

UTQ0910A 20000013951 1990/6

CUSTOMER SERVICE HEARING - PURPOSE AND PROCEDURE

The purpose of the customer service hearings is to give customers and other interested persons an opportunity to offer comments regarding the quality of service the utility provides and the proposed rate increase. All witnesses shall be subject to cross examination at the conclusion of their testimony.

This Commission has scheduled both in-person and virtual customer service hearings. Commissioners will attend and participate during the service hearings.

Following are the Commission's scheduled virtual customer service hearings and instructions for speaker registration:

October 8, 2024 at 11:00 am
October 10, 2024 at 2:00 pm

Customers may register to speak at the virtual service hearings in one of the following ways: (1) register using the FPSC's online registration form, which will be available at www.FloridaPSC.com, under the "Hot Topics" heading, (2) call the FPSC at (850) 413-7080 or (3) email speakersignup@psc.state.fl.us. Online registration for the virtual service hearings will open on September 23, 2024 at 9:00 a.m., and close at noon two business days prior to each customer service hearing.

Please note that the order in which customers will speak is based on the order in which they register. If you have questions about the sign-up process, please call (850) 413-7080.

One day prior to the service hearings customers who signed up to speak at one of the virtual service hearings will be provided further instructions from FPSC staff on how to participate.

Following are the Commission's scheduled in-person customer service hearings and procedures:

October 9, 2024 at 10:00 am
Eustis Community Center
601 Northshore Drive
Eustis, FL 32726

October 9, 2024 at 6:00 pm
Commissioners Chamber
225 Newburyport Avenue
Altamonte Springs, FL 32701

The in-person customer service hearings will commence at the times and locations shown above and will continue until all witnesses have been heard. Members of the public who wish to present testimony can register to speak upon arrival at the venue. All persons who wish to comment are urged to appear

promptly at the scheduled customer service hearing times because the hearing may be adjourned early if no witnesses are present to testify, or when those present have testified.

On February 11-13, 2025, the Commission will conduct a technical hearing to allow the Utility and other parties to the proceeding to present testimony and relevant evidence regarding the rate request. To watch either the customer service hearings or the technical hearing live, visit floridapsc.com and look for the "Watch Live Broadcast" icon on the left side of the webpage. If you do not have access to the internet, you may call 1-850-413-7999 to listen to the hearings. If you are hearing or speech impaired, you may contact the Commission by using the Florida Relay Service at 1-800-955-8771 (TDD).

TECHNICAL HEARING – PURPOSE AND PROCEDURE

The purpose of the technical hearing is to consider the application of Sunshine Water Services Company for an increase in water and wastewater rates in Charlotte, Highlands, Lake, Lee, Marion, Orange, Pasco, Pinellas, Polk, and Seminole Counties and any motions or other matters that may be pending at the time of the hearing. The Commission may rule on any such motions from the bench or may take the matters under advisement. At the hearing, all parties shall be given the opportunity to present testimony and other evidence on the issues that are identified at the Prehearing Conference to be held on January 23, 2025. All witnesses shall be subject to cross-examination at the conclusion of their testimony.

JURISDICTION

Jurisdiction over this Utility is vested in the Commission by Chapter 367, Florida Statutes. Authority to approve increased rates is governed by Sections 367.081, 367.082, 367.0816, 367.101, and 367.171, Florida Statutes. The provisions of Chapters 25-9, 25-22, 25-30, and 28-106, Florida Administrative Code, are also applicable.

RESOURCES

Any person requiring some accommodation at this hearing because of a physical impairment should call the Office of Commission Clerk at (850) 413-6770, at least 48 hours prior to the hearing. Any person who is hearing or speech impaired should contact the Florida Public Service Commission by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

An overview of the rate request is available at floridapsc.com/Publications/RateCaseOverviews and copies of the complete filing are available by calling the Commission at 1-840-413-7080 or by searching online at www.floridapsc.com

UTQ0910A 2000013952 1990/7

[7/7]

If you would like to share your comments with the Commission regarding the proposed changes in rates, please choose one of the following options:

1) Participate in any of the customer hearings, as described above;

2) Email the Commission at clerk@psc.state.fl.us (please include reference to Docket No. 20240068-WS);

3) Write to the Commission at the following address (please include reference to Docket No. 20240068-WS):

   Office of the Commission Clerk
   2540 Shumard Oak Boulevard
   Tallahassee, FL 32399-0850

4) Complete and mail a preaddressed comment card included with this notice.

To submit comments regarding your utility service, please contact the Commission's Office of Consumer Assistance and Outreach by calling 1-800-342-3552 or by mail:

Office of Consumer Assistance and Outreach
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Amber Norris, is the Commission representative for this docket and can be reached by emailing amnorris@psc.state.fl.us or calling 1-850-413-6984.

At any time during this process, you may contact the Office of Public Counsel (OPC). The OPC was established by the Florida Legislature to represent you and the other utility consumers before the PSC. The Public Counsel is independent from the PSC and can be reached at 1-800-342-0222 or floridaopc.gov.

EXHIBIT 11

February 24, 2022 Minutes

Audience Comments

234-236 Ms. Johnson . . . inquired about the monuments for Village 1 and 2. Mr. Walker explained that the CDD was working on acquiring commercial-grade solar lights before finishing the monuments.

March 24, 2022 Minutes

Exhibit 8: Discussion on Monument Solar Lighting

121-123 " Ms. Smith asked if this lighting would match the current lighting in the community. Mr. Walker stated that he was not sure and that he would need to follow up with the company. Walker pointed out that the newer lights would be higher quality than the current lights and would last longer.

May 2022 Field Inspection – Brent Henman, Field Manager

Identified damaged monument lighting at multiple locations, Field Manager requested repairs.

June 23, 2024 Minutes

Landscape Updates

67-71 "Mr. Krause . . . mentioned that he was working with a vendor on solar lights and stated that he would check with Mr. Henman for an update on proposals for painting the fences and monuments.

August 25, 2022 Minutes

District Manager

2. Exhibit 6: Monument Lighting

91-94 "In response to a question from Ms. Smith, Ms. Conley clarified that the District was overbudget on the Field Contingency. Following a discussion on the budget, Ms. Smith made a motion to approve the 12 monument lights. She noted that 2 of the lights may not be necessary, as they may have already been installed."

95-97 "On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board approved Monument Lights, in the amount of $15,000.00, for the Avalon Groves Community Development District."

December 8, 2022 Minutes

District Manager

3. Exhibit 2: Update for Monument Lighting Discussion

69-71 "Mr. Krause noted that several monuments did not have lights set up. He estimated a total cost of over $20,000.00, as some monuments needed 2 lights. Mr. Krause was directed to obtain additional data. This item was tabled to the January meeting.

4. Update for Adding Electrical Outlets to Community Entrances Discussion

73-79 "Mr. Krause stated that Tim Reed and Advance Electric had reviewed the property. He indicated that Tim Reed had come back with comments and rough estimates, but no response had been received from Advance Electric regarding their assessment. He relayed that Tim Reed had provided an estimate ranging between $3,000.00 and $20,000.00 to add electrical outlets, dependent on the section. Ms. Smith spoke in favor of adding outlets to Village 2 if this was determined not to be costly. A resident suggested the use of solar power.

January 26, 2023 Minutes

Supervisor Requests

161-166 "Regarding adding outlets at the entrances, Mr. Krause initially reached out to four companies; but only two have visited the community, but no written proposals have materialized from those visits. One company stated that it would cost about $4,200 per outlet to install, but they would need to know if there is a main feed they can tap into. Mr. Krause has requested a call back from SECO engineering to schedule a site review to determine this, he has also requested a quote from an additional company."

167-170 "Mr. Krause also reached out to a solar lighting vendor and asked about options for a solar-powered outlets for the holiday lights. He was informed that it can be done, but a larger battery is required and it will have a bigger imprint on the area. Mr. Krause is awaiting pricing on the equipment for that option."

February 23, 2023 Minutes

Business Matters

C. Exhibit 5: Discussion on Adding Solar Power Outlets at Monuments in Conjunction with Monument Solar Lights

102-103 "Solar power light and outlet quotes do not *[include]* labor and additional materials. Updated proposals have not yet been received for adding electrical outlets."

Action Item Summary

2. DM- get quotes on adding electric outlets to village entrances from Klinger

March 23, 2023 Minutes

District Manager

5. Exhibit 3: Review of Outstanding Action Items

72-73 “Mr. Krause continues to follow up with Klinger Electric for a quote to install electrical outlets at the village entrances.”

April 27, 2023 Minutes

Business Matters

B. Exhibit 4: Update on Proposals for Outlets and Monument Lighting at the Village Entrances and Amenity Center (HOA)

1. Ameresco (Solar Lights and Solar Outlets Sufficient for Holiday Lighting)- $31,320.00 *(Mounting Materials and Installation Not Included)*

2. Klinger Electric (Standard Lights and Standard Outlets)- $61,896.00

3. Klinger Electric (Standard Outlets Only)- $57,557.00

4. Ameresco (Solar Lights Only)- $15,000.00 *(Mounting Materials and Installation Not Included)*

89-91 “The Board further discussed the budget, and the funding requirements to install electrical outlets at the village entrances and requested a third proposal for materials and labor.

92-102 “On a MOTION by Mr. Fife, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board reconsidered the vote by which Resolution 2023-10 was adopted, Approving FY 2024 Proposed Budget and Setting Public Hearing, for the Avalon Groves Community Development District.”

96-98 “The Board amended the proposed FY 2024 budget by increasing the Field Contingency line item by $60,000 to accommodate the installation of electrical outlets at the village entrances.”

99-102 “On a MOTION by Mr. Fife, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board adopted Resolution 2023-10, Approving FY 2024 Proposed Budget and Setting Public Hearing, incorporating the amendment to the proposed FY 2024 budget, for the Avalon Groves Community Development District.”

June 27, 2024 Minutes

Serenoa POA Amenity Manager

2. Exhibit 16: Discussion on Request for Electrical Outlets at Village 1 and Edgemont Entrance

239-241 “This item was postponed with a request to review previous data requests and obtain hard-wire and solar quotes for the Village 1 and Edgemont entrances.”

Action Item Summary

District Manager

- Monument lighting not working

Field Manager

- Obtain both solar and hardwire quotes for Village 1 and Edgemont monument outlets for holiday lighting.

July 25, 2024 Minutes
District Manager
C. Exhibit 4: Field Report Mark Isley, Vesta 114 District Services
115-118 Mr. Isley . . . will be meeting with a solar lighting vendor next week to review the monument lighting needs . . .

October 24, 2024 Agenda
District Manager
1. Field Report
a. TPG Report and Proposal for Solar Light Replacements at 14 Monuments ($27,714.16) and Power Outlet Installation at Edgemont/Village 1 Entrances ($91,059.37)

Archived Action Items:

Assigned To:	Assignment	Date Assigned	Date Completed	Notes
DM	Get quote from MACKENZIE VANCE on adding outlets to monument solar kits	12/8/2022		SENT TO VENDOR 12/8/22 & again in January; he can add outlets with a bigger battery – Cost provided to Board at February meeting * cost of solar materials only - additional cost and quotes needed for installation and additional installation materials
FM/DM	Additional quote for materials and install for monument lights & outlets	3/23/2023	10/24/2024	Ongoing: Original proposals declined by Board. Sourcing vendors (equipment suppliers separate from installers) continues 10/30 Apex Home Improvements contacted for installation quote 12/13 2nd request for quote emailed 6/27 POA Obtain both solar and hardwire quotes for Village 1 and Edgemont monument outlets for holiday lighting. 8/22 Follow up on monument lighting quotes 9/19 Ecotek declined to bid, referred TPG, contacted TPG for proposal 10/24 AGENDA ITEM

2022-03-24 Ex 8 AG - Monument Solar Lighting



1039 Nightbuster

Flood 12 & 24 Volt LED

The Nightbuster Flood and its applications for sign lighting, small area lighting, landscape accent, security lighting around home, and anywhere small wattage 12 or 24 volt DC lighting is required makes this one of the most versatile fixtures. The Nightbuster Flood is available ***energy efficient LED technology!*** The housing and lens are made of durable, long-lasting molded Polycarbonate to keep out bugs and water, with 4 screw stainless steel rust resistant hardware. The die-cast aluminum swivel provides a sturdy and easy to direct mounting foundation.



- 5W: 780 lumens
  10W: 1280 lumens
- Fixture: 4 ½" W x 10" L x 3 ⅜" D
- 12 & 24 Volts DC - Standard
- 2 year warranty LED

Proudly manufactured in the USA

1039 Nightbuster
Flood 12 & 24 Volt LED

Component Features & Specifications

Dimensions: 4 ½" W X 10" L X 3 ⅜" D – Fixture
4 ½" W X 9" L X 1 ⅛" D – Retro Fit Conversion

Construction:
- Housing: Molded ABS in Black, White, Bronze or Green with Reflective Aluminum Light Source Mounting Chassis
- Lens: High impact molded clear polycarbonate with 4 stainless steel screws against neoprene gasket
- Swivel: Die-Cast Aluminum. The Night Buster Deluxe swivels both horizontally and vertically

Colors:
- Housing: Black
- Lens: Clear

Mounting: Die-Cast Aluminum swivel with ½" pipe thread

Light Source: 1039 LED; 1-5 W, or 1 - 10W LED Circuit Board

Current Draw: 5W: .38 amps; 10W: .63 amps

Light Output: 5W: 780 lumens; 10W: 1280 lumens

Electrical: 12 & 24 Volts DC - Standard

Optional: 12-24Volt AC
Flood Visor

Warranty: 2 year warranty LED

Ordering Information

Cat. # (Ordering No.)	Base	Watts	Color Temp.	Lumens	Hsg. Color	Lens	Voltage
1039055051CL1236	1039	5(05)	5,000K(50)	600	Black (51)	Clear (CL)	12-36DC
1039095051CL1236	1039	5(05)	3,000K(30)	1200	Black (51)	Clear (CL)	12-36DC

To order this and any of our other exceptional quality fixtures,
please contact your local distributor or call us at 800-362-1972.

Illumacorp Lighting, Inc.
Energy Efficient Lighting Fixtures, Retrofits, and Custom Design Lighting

Bradenton, Florida 34203 • 941-753-5663 • 800-362-1972 • illumacorp@gmail.com

AMERESCO SOLAR
Green • Clean • Sustainable



Ameresco Solar supplies and distributes a complete line of enclosures to accommodate a wide range of off-grid applications. We have a large selection of enclosures and control cabinets ranging from single battery (for pole and ROHN towers) to custom skid-mounted, multi-battery enclosures. Our enclosure line has the flexibilty to meet your solar system storage needs.

BBA-1 Series Features:

UL Listed
- UL 508A, NEMA 3R (Standard)
- NEMA 3R, NEMA 4, NEMA 4X

Available Material and Finish
- Mill finished aluminum
- Powder coated aluminum (White)
- Stainless steel (304 or 316)

Enclosure Dimensions
- Overall: (H) 20.625" x (W) 17.5" x (D) 12"
- Opening: (H) 13.25" x (W) 14.125"
- Inside: (H) 15.875" x (W) 16" x (D) 11"

Back Panel Dimensions
- (H) 14.125" x (W) 13"

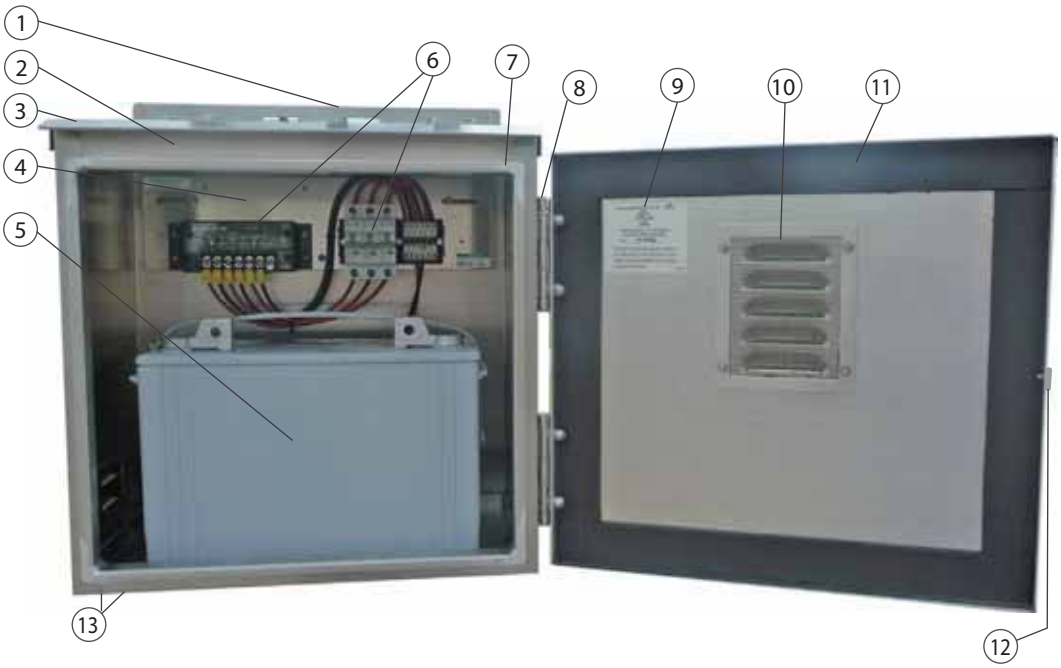
Battery Capacity
- (1) Class: 27 Series
- (1) Class: 31 Series
- (2) Class: U1 Series

Weight
- 22 lbs



Photographs are intended to portray typical enclosure appearance, actual appearance my vary.

ENCLOSURES - BBA-1 Series



1. Mounting Tab
2. BBA-1 Cabinet
3. Rain Drip Lip
4. Back Panel
5. Battery (Not included)
6. Electrical Assembly (Not included)
7. Double Flanged Door Opening
8. Stainless Steel Hinge
9. UL Listing/NEMA Rating
10. Fiberglass "Insect Proof" Screen on all Louvered Openings
11. Closed Cell Neoprene Gasket
12. Stainless Lockable Draw Latch
13. (2) 1/2" NPT Knock-outs (CGB's/Conduit fittings)

Mounting Structures



Mounts on wall using 4 lag bolts (Bolts not included)



Mounts to ROHN25 tower using 4 u-bolts (Bolts not included)



Mounts to 2-3" schedule 40 pole using 2 u-bolts (Bolts not included)

Enclosure Options



Custom designed assembly sized to meet solar system requirements



Door fans available in 12V, 24V, and 48V DC/120V AC



Banding available for unique mounting structures

Additional Options:

- Breather/drain for NEMA4 - 4X (Required for all battery applications)
- Heat strips (120V, 150W with thermostat)
- Interior insulation (Low E)
- Sun shields (Available for top, sides, and door)
- Key lock (#1 or #2 Pelco)

© 2014 Ameresco, Inc. Ameresco and the Ameresco logo, the orb symbol and the tagline "Green. Clean. Sustainable." are registered in the U.S. Patent and Trademark Office. All rights reserved. | BR-5927-00-0/14-05-00.00

BlueSolar PWM-Light Charge Controllers 12/24V

www.victronenergy.com



BlueSolar PWM-Light 10A

Features

- Load output with low battery voltage disconnect function.
- Lighting control function, one timer only.
- Two digit seven segment display for quick and easy setting of the load output functionality, including timer setting.
- Three stage battery charging (bulk, absorption, float), not programmable.
- Load output protected against over load and short circuit.
- Protected against reverse polarity connection of the solar array and/or battery.

Day/night timing options

See manual for details

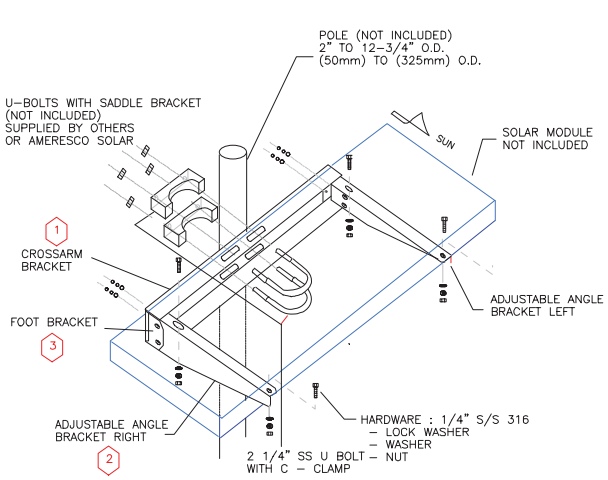
BlueSolar PWM-Light	12/24-5	12/24-10	12/24-20	12/24-30
Battery Voltage	12/24 V with automatic system voltage detection			
Rated charge current	5A	10A	20A	30A
Automatic load disconnect	Yes			
Maximum solar voltage	28V / 55V (1)			
Self-consumption	< 10 mA			
Load output	Manual control + low voltage disconnect			
Protection	Battery reverse polarity (fuse) Output short circuit Over temperature			
Overload protection	Shut down after 60 s in case of 130% load			
	Shut down after 5 s in case of 160% load			
	Short circuit: immediate shut down			
Grounding	Common positive			
Operating temp. range	-20 to +50°C (full load)			
Humidity (non-condensing)	Max 95%			
BATTERY				
Charge voltage 'absorption'	14.2V / 28,4V			
Charge voltage 'float'	13.8V / 27,6V			
Low voltage load disconnect	11,2V / 22,4V			
Low voltage load reconnect	12,6V / 25,2V (manual) 13,1V / 26,2V (automatic)			
ENCLOSURE				
Protection class	IP20			
Terminal size	5 mm² / AWG10			
Weight	0,15kg			0,2kg
Dimensions (h x w x d)	70 x 133 x 33,5 mm (2.8 x 5.3 x 1.3 inch)			
STANDARDS				
Safety	IEC 62109-1			
EMC	EN 61000-6-1, EN 61000-6-3, ISO 7637-2			

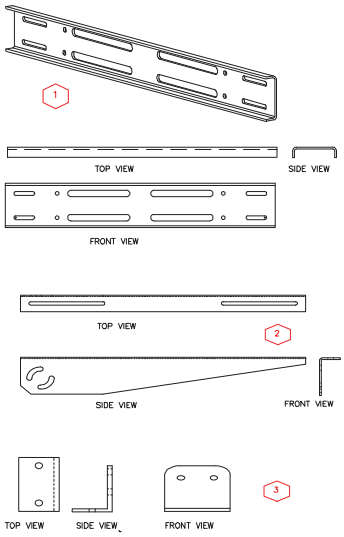
1) For 12V use 36 cell solar panels
For 24V use 72 cell solar panels
or 2x 36 cell in series

2) The controller switches to the lower float voltage level 2 hours after the absorption voltage has been reached. Whenever the battery voltage becomes lower than 13V, a new charge cycle is triggered.

HPM 50U

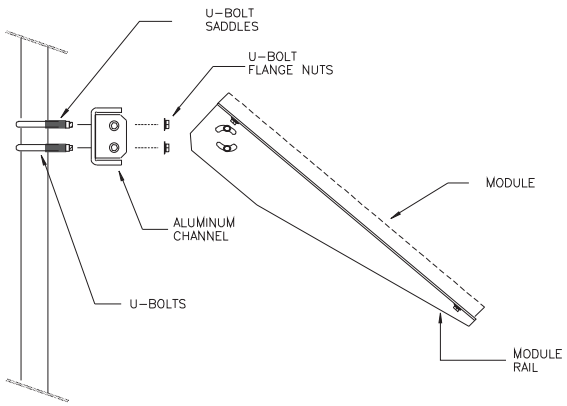




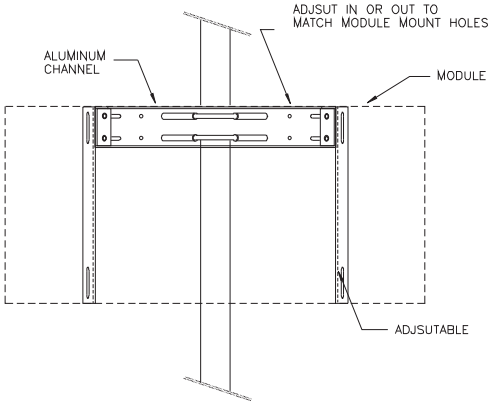


MATERIAL: 5052- Aluminum Angle

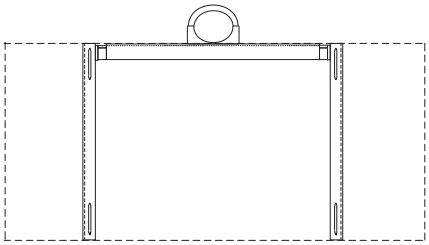
SIDE VIEW



FRONT VIEW



TOP VIEW





2022-08-25 Ex 6 AG Monument Lights quote

Shirley M. Conley

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

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Larry,

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

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

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

Price for above described system $1335.00
For an order of 12 EA I can give a break on price to $1250.00 EA for TTL of $15,000.00 (doesn't include TAX or S&H)

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

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

480 760-2577

Best regards,
Mac

Mackenzie Vance
Account Executive

Ameresco Inc
120 East Corporate Place
Chandler, AZ 85225

2022-12-08 Ex 2 Monument Lighting

Avalon Groves CDD – Monument Solar Lights

Vendor has made calculations to ensure this system is properly sized to have 0% loss of power during the specified programmed time, based on the locations of the installations.

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

Price for above described system $1,335.00
For an order of 12 EA can get a break on price to $1,250.00 EA for TTL of $15,000.00
(Pricing does **NOT** include **S&H, installation or the 2" poles**)
With the pricing vendor finds for the 2" pole, client may be better off locally sourcing or having the system installers provide them for you.



Key
Circles indicate monument locations (16 in total):

Red Circle
– no lighting equipment in place

Yellow Circle
– solar lighting equipment in place but not working

Green Circle
– working lights in place

Blue Circle
– hard-wired lighting equipment in place, but not working

2023-02-23 Ex 5 Solar power outlets w-lights

Shirley M. Conley

From: Shirley M. Conley
Sent: Wednesday, February 15, 2023 8:55 AM
To: Shirley M. Conley
Subject: AG - Pricing one system - Solar Lights w/10W outlet for 100 light string
Attachments: 15L REV 180J Monument Lighting.pdf; Ameresco-Solar-180J-V-2021.pdf

Pricing for solar Equipment Only – Add $$ for Labor & additional materials

From: Vance, Mackenzie
Sent: Friday, January 27, 2023 11:24 AM
To: Larry Krause <lkrause@dpfgmc.com>
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Good morning Larry,

I've revised the system to include the necessary component for 120VAC output @ 10W of use on the same lighting schedule as the monument LED's.

I've attached our insolation calculations, showing loss-of-load potential, as well as, battery state of charge.

12V Solar System for Custom Lighting Load – 4 day battery backup w/ 120VAC 10W output, (2) 5W LED
Components would include the following:

- (1) Ameresco 180J-V solar panel w/ wire leads for installation to system
- (1) Side-of-pole mount structure for 1 ea 180J-V w/ hardware to mount on 2" OD pole (1X-SPM-UNI-180/200J)
- (1) Electronics enclosure VL-ECAB-BB-2, Aluminum w/ mounts for 2" OD pole, pad-lockable latch (lock not included)
- (2) 8G24 MK DEKA solar batteries / 84Ah 12V Gel Lead Acid – for parallel connection 168Ah @ 12VDC
- (1) Morningstar SS-MPPT-15L solar charge regulator w/ load output and low voltage disconnect
- (1) 120W, 12VDC to 120VAC Inverter, Samlex PST-120-12
- (2) 12VDC Load Output Cables for 5W LED
- (2) 5W LED 12VDC Lights, Swivel Knuckle Mount w/ ½" pipe thread
- (1) 120VAC Load Output Cable, to be installed into mounted receptacle
- (1) While-In-Use Weatherproof Gang box for AC Receptacle
- All major connections pre-wired, controller/components mounted within enclosure
- Includes overcurrent protection devices for solar input, battery, and load output as well as terminal blocks from inverter for easy load connection

Due to the location of the system the tilt of the solar array would need to be set at 55 degree facing due South.

Cost - $2700.00 each before tax and shipping.
Purchase Order of 10+ - **$2610.00 each**

We would not supply 4"x4" mounting timbers for the gang boxes, outlet box, and lights or the 2" poles for enclosure and panel mounting.

Let me know what you think of this version.

Best Regards,
Mac

Mackenzie Vance
Account Executive

From: Vance, Mackenzie <mvance@ameresco.com>
Sent: Wednesday, January 25, 2023 1:05 PM
To: Larry Krause <lkrause@dpfgmc.com>
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Hello Larry,

The current design would not support the addition of holiday lighting load. We can absolutely design for a system that would include the 5W monument lights and an outlet available for plugging other string lights into. This usually involves incorporating an inverter to support AC power. When we design for a location/load specific system we use the specifications of the components to be used. Would you be able to choose a particular type of holiday lighting to use in our system design? Otherwise I can oversize the battery and panel to support up to a specific requested power output.

For example, if I assume 5W for the monument spot light and approximately 10W for 100 LED light string, the system size increases likely to a 120W panel and an additional battery. The additional battery requires a larger enclosure as well.

Let me know if you can choose a specific light string you will be using? Or, if you have an idea of the power you would like to be available for holiday lighting? – I will use that to calculate the new system size and work on an updated quote to include larger or additional components.

Best Regards,
Mac

Mackenzie Vance
Account Executive

From: Larry Krause
Sent: Thursday, December 8, 2022 6:20 PM
To: Vance, Mackenzie <mvance@ameresco.com>
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Mac,

Is it possible to connect holiday lights to the system, or is there is a solar lighting system that would allow for us to connect holiday lights to it, or an adaptor that can be added, so that the solar unit powers the solar lights for the monuments, but then when something is plugged in, the monument lights are off and the plugged in lights are powered?

Thank you,
Larry

Larry Krause
District Manager

From: Vance, Mackenzie <mvance@ameresco.com>
Sent: Wednesday, November 30, 2022 5:03:48 PM
To: Larry Krause <lkrause@dpfgmc.com>
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Hello Larry,

I had originally put together a kit with only 55 watt panel and (1) light. See list of components below.

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

Here is an updated list for a kit including (2) lights, w/ changes highlighted.

1 EA 90J-V - 90 WATT SOLAR PANEL
1 EA 15' 10 AWG array assembly ½" NMLT conduit with connectors
2 EA 15' 12 AWG load assembly ½" NMLT conduit with connectors
1 EA 8A22NF-DEKA
1 EA Side or Top of Pole mount for 90W panel, for 2" pole
1 EA Lighting controller assembly, programmed DUSK to DAWN, w/ terminal blocks for 2 load connections
1 EA VL-ECAB-BB-1 (NON-UL, if UL Listing is needed please notify me)
2 EA 5W LED 12VDC, Swivel knuckle mount w/ ½" pipe thread
2 EA 1-GANG, 3-holes, ½" weatherproof box w/ cover
4 EA 2" u-bolts w/ saddle

My calculations show the panel needs to be angled @ 35 degrees, facing due south for the best insolation during winter months.

These kits would not include the 2" pole for mounting the enclosure and panel to or the 4"x4" lumber for fixture and junction box mounting.
The lighting fixture has a threaded pipe end that will screw into the "1-GANG" junction box, where it will connect to the load wire lead.
I recommend having the installation crew you choose to source the 2" pole and 4"x4" lumber locally and include the cost in the installation bid.

I've attached a sheet showing system performance as described. If you would like to review this, please let me know.

I only have a handful of the lights left so I will reach out for an update lead time or availability.

If you can verify the quantity needed, I will take a look at pricing for these revised kits and provide the best pricing possible.
Also, if you have a timeline you are looking to meet, please let me know and I will verify that we can meet expectations.

Best Regards,
Mac

Mackenzie Vance
Account Executive

From: Larry Krause <lkrause@dpfgmc.com>
Sent: Wednesday, November 30, 2022 11:49 AM
To: Vance, Mackenzie <mvance@ameresco.com>
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights
Mac,

Do you have the light fixtures as well? Are they included in the kits?

If not, can they be purchased separately? At what cost?

Larry Krause
District Manager

From: Larry Krause
Sent: Wednesday, November 30, 2022 1:35 PM
To: Vance, Mackenzie <mvance@ameresco.com>
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Mac,

How many lights are in one kit? Each monument would need two lights (front and back).

Larry Krause
District Manager

From: Vance, Mackenzie <mvance@ameresco.com>
Sent: Monday, September 26, 2022 2:15 PM
To: Larry Krause <lkrause@dpfgmc.com>
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Awesome!

If you would like to apply for terms with us, please fill out and return the attached 'Ameresco Credit App'.
If you would like to place this order without applying for terms, we will have to charge for the order total upfront as these are non-stocked kits. Please fill out the attached Credit Card Authorization. I will use the information to create your customer account. The card information will not be used until we have confirmed the order total to be charged.

We accept credit card, wire transfer, direct pay, and check – please let me know which you prefer

I have reached out to my engineering team to have them finalize the bill of materials to be used for assembly.

Can you confirm that you will be ordering 12 EA kits?

Thanks,
Mac

Mackenzie Vance
Account Executive

From: Larry Krause <lkrause@dpfgmc.com>
Sent: Monday, September 26, 2022 10:20 AM
To: Vance, Mackenzie <mvance@ameresco.com>
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Caution - External Email

Yes, Please.

Thank you.

Larry Krause
District Manager

DPFG Management & Consulting LLC
250 International Parkway, Suite 208
Lake Mary, FL 32746
P: 321-263-0132, Ext. 742

From: Vance, Mackenzie <mvance@ameresco.com>
Sent: Monday, September 26, 2022 12:20 PM
To: Larry Krause <lkrause@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Good morning Larry,

I hope you are doing well.

I wanted to follow up on this conversation and see if you're still interested in getting these systems on order?

Let me know if you have any questions

Best regards,
Mac

Mackenzie Vance
Account Executive

Ameresco Inc
120 East Corporate Place
Chandler, AZ 85225



From: Larry Krause <lkrause@dpfgmc.com>
Sent: Tuesday, September 6, 2022 5:14 PM
To: Vance, Mackenzie <mvance@ameresco.com>
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Mac,

The Board approved this…at its August meeting.

Larry Krause
District Manager

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

Good morning Larry,

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

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

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

Price for above described system $1335.00
For an order of 12 EA I can give a break on price to $1250.00 EA for TTL of $15,000.00 (doesn't include TAX or S&H)

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

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

480 760-2577

Best regards,
Mac

Mackenzie Vance
Account Executive

From: Vance, Mackenzie <mvance@ameresco.com>
Sent: Tuesday, July 19, 2022 4:10 PM
To: Larry Krause <lkrause@dpfgmc.com>
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Thanks Larry,

Confirming I have received your email.

I think I have been able to find a list of components used. I am working through the old part numbers and prices to get an updated total for replacement systems.

It looks like we provided the following…
50W panel
Panel mounting bracket (HPM-50U)
Pre-wired Charge controller assembly (SL-10L-12V) w/ battery leads
Panel cable assemble (panel to charger)
Battery (8A22NF)
Battery enclosure (BBA-1)
5W LED light
1 GANG BOX w/ cover for connecting output cable to light

I would like to include the output cable from the system to the light as well. **YES, please.**

The controller assembly would be mounted into the enclosure. All other pieces would come as a kit for your installers to put together.

In the photos of the newer looking system, there are poles in place. Will you need me to source HDG 2" poles as well? These were not previously supplied. **YES, please.**

Also, the controller is to be programmed for certain light schedules. I cannot be sure what yours are currently programmed at without seeing the controller so do you have an idea of the timing set on the systems? **Dusk to Dawn**

Mac

Mackenzie Vance
Account Executive

Ameresco Inc
120 East Corporate Place
Chandler, AZ 85225

From: Larry Krause
Sent: Tuesday, July 19, 2022 12:54 PM
To: mvance@ameresco.com
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: Avalon Groves CDD - Solar Lights

Mac,

We need to look at getting pricing for the specs attached, for the old monuments, so we would be standardized throughout.

Pics are also attached...

Larry Krause
District Manager

2023-03-23 Ex 3 AvG Action Item Matrix - 3-16-2023

Avalon Groves – Action Items FY 2023

DM – District Manager (Larry Krause, DPFG) DC – District Counsel (Meredith Hammock, Kilinski Van Wyk) DE – District Engineer (Greg Woodcock, Stantec)

Assigned To:	Assignment	Date Assigned	Date Completed	Notes
DM	get quotes on adding electric outlets to village entrances from Klinger	2/23/2023		Working
DM	12/8/22 Get with Tim Reed on COSTS to add OUTLETS … per VILLAGE 9/22/22 Connect with Electrician to get quote to add power outlets to Entrances	12/8/2022		12/8/22 & followed up in January; also sent to Advance Electric at same time (both times) for quotes/proposals; reached out to Premier Power ($95) and Aligned Electric ($99)… As of 10/27/22, we have two vendors confirmed to visit community for proposal; Advance Electric to visit 11/2 between 11-1 p.m.; Tim's Electric to visit TBD.
DM	Ask fence painting vendor (VICE) about application that can be added to the fences to help preserve them (sealant); get cost…	12/8/2022		SENT TO VENDOR 12/8/22 & again in January
DM	Get proposal for pet waste stations to be installed throughout CDD (2-3 in each village) and serviced	12/8/2022		Sent to Vendors in January; awaiting proposals for 6-12 stations for 1x week and 2x: Poop 911 Doody Calls Doody-Patrol

2023-04-27 Ex 4a Ameresco - AG Solar power outlets w-lights not inc labor & mounting materials - $31,320.00

Shirley M. Conley

From: Shirley M. Conley
Sent: Wednesday, February 15, 2023 8:55 AM
To: Shirley M. Conley
Subject: AG - Pricing one system - Solar Lights w/10W outlet for 100 light string
Attachments: 15L REV 180J Monument Lighting.pdf; Ameresco-Solar-180J-V-2021.pdf

Pricing for solar Equipment Only – Add $$ for Labor & additional materials

From: Vance, Mackenzie
Sent: Friday, January 27, 2023 11:24 AM
To: Larry Krause <lkrause@dpfgmc.com>
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Good morning Larry,

I've revised the system to include the necessary component for 120VAC output @ 10W of use on the same lighting schedule as the monument LED's.

I've attached our insolation calculations, showing loss-of-load potential, as well as, battery state of charge.

12V Solar System for Custom Lighting Load – 4 day battery backup w/ 120VAC 10W output, (2) 5W LED
Components would include the following:

- (1) Ameresco 180J-V solar panel w/ wire leads for installation to system
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- (1) 120W, 12VDC to 120VAC Inverter, Samlex PST-120-12
- (2) 12VDC Load Output Cables for 5W LED
- (2) 5W LED 12VDC Lights, Swivel Knuckle Mount w/ ½" pipe thread
- (1) 120VAC Load Output Cable, to be installed into mounted receptacle
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- All major connections pre-wired, controller/components mounted within enclosure
- Includes overcurrent protection devices for solar input, battery, and load output as well as terminal blocks from inverter for easy load connection

Due to the location of the system the tilt of the solar array would need to be set at 55 degree facing due South.

Cost - $2700.00 each before tax and shipping.
Purchase Order of 10+ - **$2610.00 each**

We would not supply 4"x4" mounting timbers for the gang boxes, outlet box, and lights or the 2" poles for enclosure and panel mounting.

Let me know what you think of this version.

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Mac

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Account Executive

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Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Hello Larry,

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Let me know if you can choose a specific light string you will be using? Or, if you have an idea of the power you would like to be available for holiday lighting? – I will use that to calculate the new system size and work on an updated quote to include larger or additional components.

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Also, if you have a timeline you are looking to meet, please let me know and I will verify that we can meet expectations.

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Subject: RE: Avalon Groves CDD - Solar Lights
Mac,

Do you have the light fixtures as well? Are they included in the kits?

If not, can they be purchased separately? At what cost?

Larry Krause
District Manager

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To: Vance, Mackenzie <mvance@ameresco.com>
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Mac,

How many lights are in one kit? Each monument would need two lights (front and back).

Larry Krause
District Manager

From: Vance, Mackenzie <mvance@ameresco.com>
Sent: Monday, September 26, 2022 2:15 PM
To: Larry Krause <lkrause@dpfgmc.com>
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Awesome!

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If you would like to place this order without applying for terms, we will have to charge for the order total upfront as these are non-stocked kits. Please fill out the attached Credit Card Authorization. I will use the information to create your customer account. The card information will not be used until we have confirmed the order total to be charged.

We accept credit card, wire transfer, direct pay, and check – please let me know which you prefer

I have reached out to my engineering team to have them finalize the bill of materials to be used for assembly.

Can you confirm that you will be ordering 12 EA kits?

Thanks,
Mac

Mackenzie Vance
Account Executive

From: Larry Krause <lkrause@dpfgmc.com>
Sent: Monday, September 26, 2022 10:20 AM
To: Vance, Mackenzie <mvance@ameresco.com>
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Caution - External Email

Yes, Please.

Thank you.

Larry Krause
District Manager

DPFG Management & Consulting LLC
250 International Parkway, Suite 208
Lake Mary, FL 32746
P: 321-263-0132, Ext. 742

From: Vance, Mackenzie <mvance@ameresco.com>
Sent: Monday, September 26, 2022 12:20 PM
To: Larry Krause <lkrause@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Good morning Larry,

I hope you are doing well.

I wanted to follow up on this conversation and see if you're still interested in getting these systems on order?

Let me know if you have any questions

Best regards,
Mac

Mackenzie Vance
Account Executive

Ameresco Inc
120 East Corporate Place
Chandler, AZ 85225



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To: Vance, Mackenzie <mvance@ameresco.com>
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Mac,

The Board approved this…at its August meeting.

Larry Krause
District Manager

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

Good morning Larry,

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

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

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1 EA Lighting controller assembly, programmed DUSK to DAWN
1 EA VL-ECAB-BB-1 (NON-UL, if UL Listing is needed please notify me)
1 EA 5W LED 12VDC, Swivel knuckle mount
1 EA 1-GANG, 3-holes, ½" weatherproof box w/ cover
4 EA 2" u-bolts w/ saddle

Price for above described system $1335.00
For an order of 12 EA I can give a break on price to $1250.00 EA for TTL of $15,000.00 (doesn't include TAX or S&H)

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

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

480 760-2577

Best regards,
Mac

Mackenzie Vance
Account Executive

From: Vance, Mackenzie <mvance@ameresco.com>
Sent: Tuesday, July 19, 2022 4:10 PM
To: Larry Krause <lkrause@dpfgmc.com>
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves CDD - Solar Lights

Thanks Larry,

Confirming I have received your email.

I think I have been able to find a list of components used. I am working through the old part numbers and prices to get an updated total for replacement systems.

It looks like we provided the following…
50W panel
Panel mounting bracket (HPM-50U)
Pre-wired Charge controller assembly (SL-10L-12V) w/ battery leads
Panel cable assemble (panel to charger)
Battery (8A22NF)
Battery enclosure (BBA-1)
5W LED light
1 GANG BOX w/ cover for connecting output cable to light

I would like to include the output cable from the system to the light as well. **YES, please.**

The controller assembly would be mounted into the enclosure. All other pieces would come as a kit for your installers to put together.

In the photos of the newer looking system, there are poles in place. Will you need me to source HDG 2" poles as well? These were not previously supplied. **YES, please.**

Also, the controller is to be programmed for certain light schedules. I cannot be sure what yours are currently programmed at without seeing the controller so do you have an idea of the timing set on the systems? **Dusk to Dawn**

Mac

Mackenzie Vance
Account Executive

Ameresco Inc
120 East Corporate Place
Chandler, AZ 85225

From: Larry Krause
Sent: Tuesday, July 19, 2022 12:54 PM
To: mvance@ameresco.com
Cc: Shirley M. Conley <sconley@dpfgmc.com>
Subject: Avalon Groves CDD - Solar Lights

Mac,

We need to look at getting pricing for the specs attached, for the old monuments, so we would be standardized throughout.

Pics are also attached...

Larry Krause
District Manager

2023-04-27 Ex 4b Klinger Electric Svcs - AG Vlg Entrance Power Instal Est# 1257 Revised - $61,896.00

Klinger Electrical Services LLC
EC13010117
2674 Reagan Lane
Kissimmee, FL 34744
407-301-0813
tklinger@klingerelectric.com

Estimate

ADDRESS

DPFG Management & Consulting LLC
250 International Pkwy
Ste 208
Lake Mary, FL 32746

ESTIMATE # 1257
DATE 04/03/2023
EXPIRATION DATE 05/03/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Avalon Grove estimate for power to community entrances on Sawgrass Bay Blvd			
	North Goldcrest Loop Provide for and install new electrical service for lighting and receptacles at entrance To include - Electrical meter and 240V 125A panel mounted on concrete post - Surge protector - All Underground conduit and wire. - Underground conduit from SECO Energy pedestal to meter, and under the road to be directional bored - (1) 30W LED light with post and (1) GFCI protected receptacle on each side of entrance - Lights come with a 5 year manufacturers warranty - All material and labor - All necessary permitting and all coordination with SECO Energy	1	14,523.00	14,523.00
	South Goldcrest Loop Provide for and install new electrical service for lighting and receptacles at entrance To include - Electrical meter and 240V 125A panel mounted on concrete post - Surge protector - All Underground conduit and wire. - Underground conduit from SECO Energy pedestal to meter, and under the road to be directional bored - (1) 30W LED light with post and (1) GFCI protected receptacle on each side of entrance - Lights come with a 5 year manufacturers warranty - All material and labor - All necessary permitting and all coordination with SECO Energy	1	14,523.00	14,523.00
	Serenoa Blvd Provide for and install lighting and power at entrance To include - (1) 30W LED light with post and (1) GFCI protected receptacle on each side of entrance. To be fed from existing electrical panel - Lights come with a 5 year manufacturers warranty - Surge protector	1	11,841.00	11,841.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	- All Underground conduit and wire - Underground conduit from existing panel and underground conduit under the road to be directional bored - All material and labor - All necessary permitting and all coordination with SECO Energy			
	Edgemont Provide for and install lighting and power at entrance To include - Electrical meter and 240V 125A panel mounted on concrete post - Surge protector - (1) 30W LED light with post and (1) GFCI protected receptacle. - Lights come with a 5 year manufacturers warranty - All Underground conduit and wire - Underground conduit from SECO Energy transformer to meter under the road to be directional bored - All material and labor - All necessary permitting and all coordination with SECO Energy	1	10,265.00	10,265.00
	Amenity Center Provide for and install lighting and power at entrance To include - Electrical meter and 240V 125A panel mounted on concrete post - Surge protector - (1) 30W LED light with post and (1) GFCI protected receptacle. - Lights come with a 5 year manufacturers warranty - All Underground conduit and wire - Underground conduit from SECO Energy transformer to meter to be directional bored - All material and labor - All necessary permitting and all coordination with SECO Energy	1	10,744.00	10,744.00
	** This estimate is based on being fed from the closest point of connection to SECO Energy transformers or pedestals. If the point of connection changes, We will provide an updated estimate.			

TOTAL **$61,896.00**

Accepted By

Accepted Date

2023-04-27 Ex 4c Klinger Electric Svcs - AG Vlg Entrance Power Instal Est# 1257 - $57,557.00

Klinger Electrical Services LLC
EC13010117
2674 Reagan Lane
Kissimmee, FL 34744
407-301-0813
tklinger@klingerelectric.com

Estimate

ADDRESS

DPFG Management & Consulting LLC
250 International Pkwy
Ste 208
Lake Mary, FL 32746

ESTIMATE # 1257
DATE 04/03/2023
EXPIRATION DATE 05/03/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Avalon Grove estimate for power to community entrances on Sawgrass Bay Blvd			
	North Goldcrest Loop Provide for and install new electrical service for lighting and receptacles at entrance To include - Electrical meter and 240V 125A panel mounted on concrete post - All Underground conduit and wire. - Underground conduit from Duke Energy pedestal to meter, and under the road to be directional bored - (1) 30W LED light with post and (1) GFCI protected receptacle on each side of entrance - All material and labor - All necessary permitting and all coordination with Duke Energy	1	13,261.00	13,261.00
	South Goldcrest Loop Provide for and install new electrical service for lighting and receptacles at entrance To include - Electrical meter and 240V 125A panel mounted on concrete post - All Underground conduit and wire. - Underground conduit from Duke Energy pedestal to meter, and under the road to be directional bored - (1) 30W LED light with post and (1) GFCI protected receptacle on each side of entrance - All material and labor - All necessary permitting and all coordination with Duke Energy	1	13,261.00	13,261.00
	Serenoa Blvd Provide for and install lighting and power at entrance To include - (1) 30W LED light with post and (1) GFCI protected receptacle on each side of entrance. To be fed from existing electrical panel - All Underground conduit and wire - Underground conduit from existing panel and underground conduit under the road to be directional bored - All material and labor - All necessary permitting and all coordination with Duke Energy	1	10,*66.00	10,*66.00
	Edgemont	1	*,757.00	*,757.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Provide for and install lighting and power at entrance To include - Electrical meter and 240V 125A panel mounted on concrete post - (1) 30W LED light with post and (1) GFCI protected receptacle. - All Underground conduit and wire - Underground conduit from Duke Energy transformer to meter under the road to be directional bored - All material and labor - All necessary permitting and all coordination with Duke Energy			
	Amenity Center Provide for and install lighting and power at entrance To include - Electrical meter and 240V 125A panel mounted on concrete post - (1) 30W LED light with post and (1) GFCI protected receptacle. - All Underground conduit and wire - Underground conduit from Duke Energy transformer to meter to be directional bored - All material and labor - All necessary permitting and all coordination with Duke Energy	1	10,312.00	10,312.00
	$$This estimate is based on being fed from the closest point of connection to Duke Energy transformers or pedestals. If the point of connection changes, We will provide an updated estimate.			

TOTAL **957,557.00**

Accepted By

Accepted Date

2023-04-27 Ex 4d Ameresco - AG Solar Monument Lighting Equipment only

Avalon Groves CDD – Monument Solar Lights

Vendor has made calculations to ensure this system is properly sized to have 0% loss of power during the specified programmed time, based on the locations of the installations.

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

Price for above described system $1,335.00
For an order of 12 EA can get a break on price to $1,250.00 EA for TTL of $15,000.00
(Pricing does **NOT** include **S&H, installation or the 2" poles**)
With the pricing vendor finds for the 2" pole, client may be better off locally sourcing or having the system installers provide them for you.



Key
Circles indicate monument locations (16 in total):

Red Circle
– no lighting equipment in place

Yellow Circle
– solar lighting equipment in place but not working

Green Circle
– working lights in place

Blue Circle
– hard-wired lighting equipment in place, but not working

2024-06-27 Ex 16 POA Monument Outlet Request

Shirley M. Conley

From: Shirley M. Conley
Sent: Tuesday, June 18, 2024 11:23 AM
To: Shirley M. Conley
Subject: FW: Serenoa elericity

From: Cheri Johnson
Sent: Thursday, June 13, 2024 2:22 PM
Subject: Re: Serenoa elericity

. . . I would ask that the CDD also add to the agenda installing outlets at the Edgemont signs for this month's meeting along with the monuments for Village 1.

On Thu, Jun 13, 2024 at 8:58 AM:

> . . . Is it possible to place on this month's agenda "installing outlets at the four monuments to village 1's two entrances". I know last year the CDD discussed having outlets installed at all the monuments. The Serenoa POA board is looking into estimates for having Holidays lights this year at the entrances to the villages. However, with no outlets at the 4 monuments to Village 1 this makes it difficult in trying to accommodate Vllage 1. . . .
>
> Cheri Johnson
> Sereoa POA President

From: Woodcock, Greg <greg.woodcock@stantec.com>
Sent: Wednesday, June 19, 2024 12:39 PM
To: Shirley M. Conley <sconley@vestapropertyservices.com>; Mark C. Isley <misley@vestapropertyservices.com>
Subject: RE: CDD - Avalon Groves Contact [#294]

Thanks Shirley. Generally, for this type of work we would have an electrician visit the site and provide a recommendation and proposal for the work. If needed the electrician usually pulls the permit depending on what they need to do. Is that something that Mark can do? Otherwise, I would have to get proposals from an electrical engineer to review since it is outside of our wheelhouse.

Greg Woodcock
Project Manager
Direct: 352 741 7699
greg.woodcock@stantec.com
Stantec
20215 Cortez Boulevard
Brooksville FL 34601-3847

From: Shirley M. Conley <sconley@vestapropertyservices.com>
Sent: Wednesday, June 19, 2024 11:14 AM
To: Woodcock, Greg <greg.woodcock@stantec.com>; Mark C. Isley <misley@vestapropertyservices.com>
Subject: RE: CDD - Avalon Groves Contact [#294]

HOA is again requesting electrical outlets at Village 1 and Edgemont entrance monuments for holiday lighting. Since there were a bunch of requirements for the irrigation boring, would you be able to advise the Board at the next meeting of what will be required to run electric to these locations and possibly anticipated costs. There are 2 Edgemont monuments – 1 is conveyed by plat to the CDD (Tract I), the other is on Lake County property at Sawgrass Bay Blvd and is not included on the recorded plat.

Thank you,
Shirley

2024-10-24 Ex10 TPG Lighting - AG Monument Lighting Repair & Outlets

TPG Lighting

Avalon Groves CDD Solar Lighting Proposal



TPG Lighting, LLC

(407) 413-0442
TPGLighting@gmail.com
www.TPGLighting.com
Licensed and Insured
P.O. Box 471126
Lake Monroe, FL 32747

Attn: Shirley Conley
321.263.0132 X749
sconley@vestapropertyservices.com

17555 Sawgrass Bay Blvd

TPG Lighting

Inspection Notes Summary:

- **Sawgrass Bay Blvd Monuments**: The solar lighting systems have been vandalized, with components stolen. Recommendation: Remove the current systems and install 'All in One' solar lighting units anchored to cement mounts to prevent future theft. (Inspection photos available for reference.)
- **Village 3 Landscape Lighting**: The hardwired system was non-operational due to a misadjusted photocell sensor, which was corrected during the inspection at no charge. The system is now functioning normally. Recommendation: Trim the surrounding landscaping to prevent overgrowth around the fixtures. (Inspection photos available for reference.)
- **Community Entrances**: The solar lighting is in disrepair and non-operational due to damaged wiring, overgrown solar arrays, and water damage. (Inspection photos available for reference.)

- Overall, the inspection found significant issues with both solar and hardwired lighting systems, and specific recommendations have been made to address these problems and prevent future occurrences.

TPG Lighting

Inspection Photos



Damaged solar lighting control unit housing. Latch was br[illegible]en during component theft.

TPG Lighting

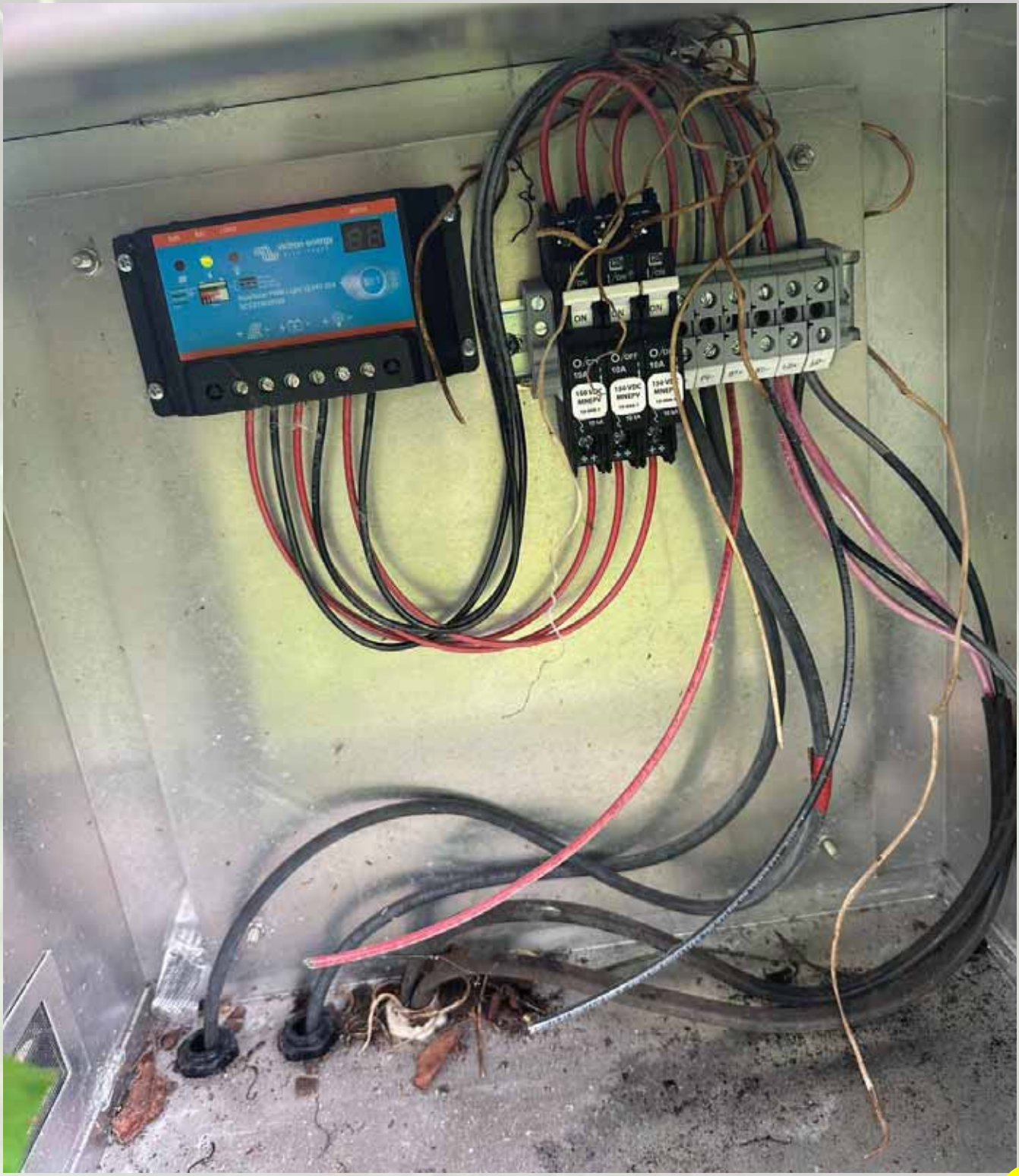
Inspection Photos



Missing solar control unit, power reserve and circut pa

TPG Lighting

Inspection Photos



Missing solar power reserve and damaged wiring

TPG Lighting

Inspection Photos



Overgrown hardwire fixture.

TPG Lighting

Inspection Photos



Overgrown solar array

TPG Lighting

Inspection Photos



Overgrown solar array

TPG Lighting

Inspection Photos



Overgrown solar array

TPG Lighting

Lighting Proposal Scope

Solar Monument Lighting

- Removal of existing solar lighting systems at the (14) monuments according to the installation map.

- Installation of (14) commercial grade solar lighting systems at the (14) monuments according to the installation map.

    - (6) Installed and illuminating the front of the community entrance monuments

    - (16) Installed and illuminating the front and back of the road side monuments along Sawgrass Bay Blvd

- Solar light fixtures will be an ‘All in one’ design as to prevent theft of lighting systems.

- Solar light fixtures will be ground mounted via a buried cement anchor and masonry hardware

TPG Lighting

10/1, Per Trent: Solar outlets not recommended - components subject to vandalism and theft.
TPG does offer solar holiday lighting if HOA would like a quote.

Outlet Installation Scope

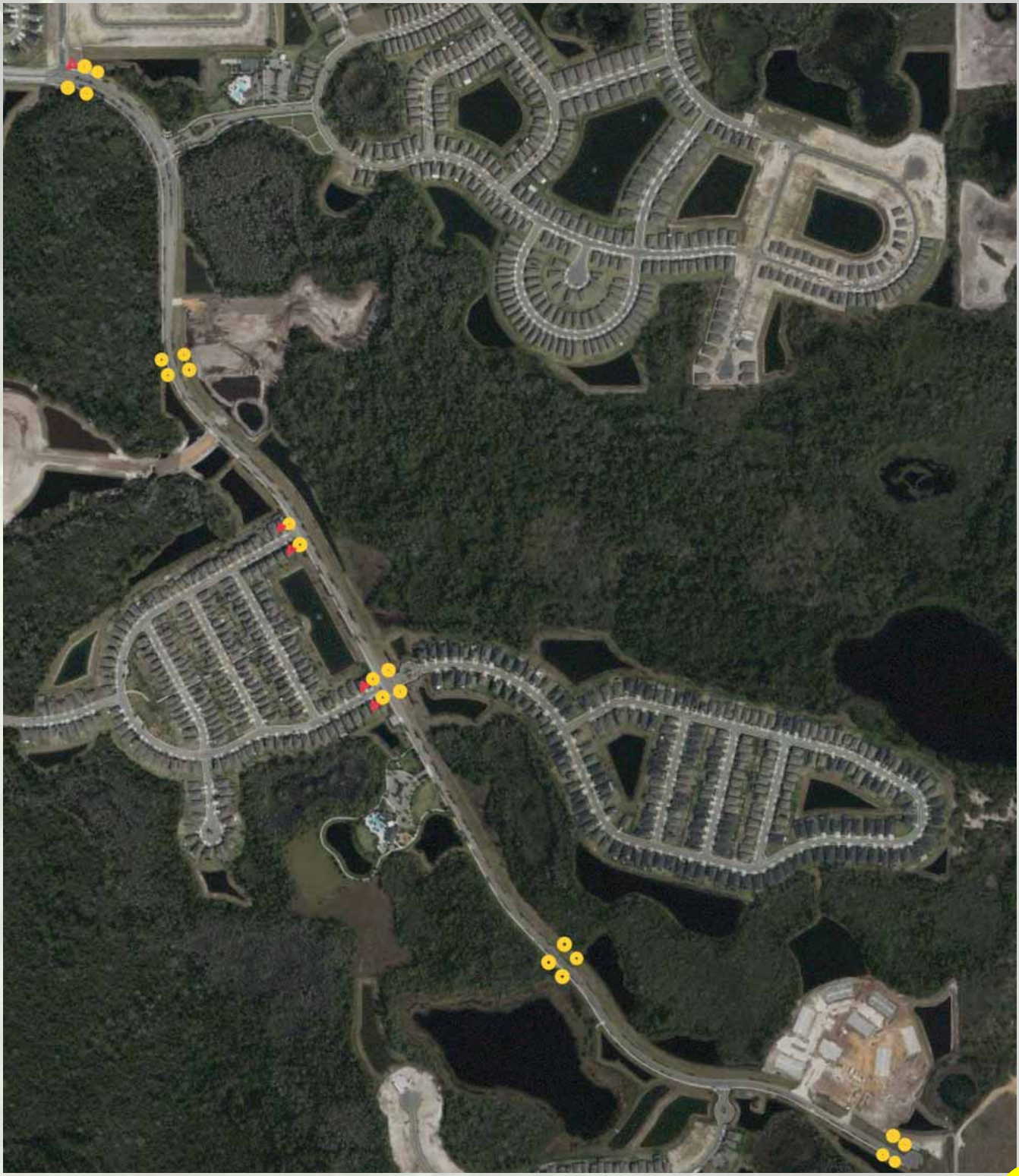
GFCI outlet installation

- Installation of (6) GFCI outlets according to the installation map.
- Includes the installation of electrical meters and panels at all outlet locations
- Includes directional boring at two locations (Edgemont monument locations)
- All electrical work will be preformed by JPS Electrical Services (TPG Lighting's Electrical Subcontractor)
- JPS, electrical services will provide all work in accordance with the national and local electrical code, and in accordance with the plans cited above. JPS electrical services will provide labor, supervision, and project management to meet mutually agreed-upon schedules.
- All permits will be pulled and held by JPS Electrical Services

JPS Electrical Services will work directly with the local power company for the installation process

TPG Lighting

Installation Map



Yellow Circle: SL-SFL Solar light fixture placement

Red Triangle: GFCI outlet, meter and electrical panel placement

TPG Lighting

Solar Fixture Spec Sheet

Solera SOLAR LIGHTING | SOLAR FLOOD LIGHT

OFF-GRID



RP-SFL-MS-G1*
(Garden Stake)

The Solera Solar Lighting Flood Light features an all-in-one design. The solar panel, light engine and battery are built right into the LED fixture. No need for a power source, which eliminates the need for wiring and trenching.

- Comparable to 150W HID.
- Standard operating mode: 4 hours of 100% brightness and then 25% for the remainder of the night with one charge.
- Adjustable LED light engine delivers light exactly where you need it.
- Li-Ion battery lasts at least 1500 charge cycles.
- Battery includes a heat isolating blanket.
- 165 lumens per watt.
- Perfect for signage, billboards, walls, pathways and garden features.
- Panel dimensions (L x W): 26" x11" Height (adjustable) 16" to 21"
- See pg. 2 for photometrics.

3 YEAR WARRANTY | 10-12 HRS BATTERY CHARGE TIME | 32°F TO 113°F BATTERY CHARGE TEMP | UP TO 50 HRS BATTERY LIFE* | REPLACEABLE BATTERY | 120° BEAM ANGLE | -4°F TO 140°F OPERATING TEMP | L70 50,000hr RATED LIFE

PART #	UPC	COMPARES TO	LUMENS	COLOR	LISTINGS
SL-SFL-20W-40K-BK-G2	844006062477	150W	2000	4000K	CE FC

ACCESSORIES

PART #	DESCRIPTION	OPERATING MODES
RP-SFL-MS-G1*	GARDEN STAKE	CONSTANT BRIGHTNESS | TIMER

* GARDEN STAKE IS AN ACCESSORY AND IS SOLD SEPARATELY

Light Efficient Design

847.380.3540 • led-llc.com • sales@led-llc.com

05.15.24 Information is subject to change without notice.

solera-solar.com

TPG Lighting

Solar Fixture Spec Sheet

Solera SOLAR LIGHTING | TECHNICAL INFORMATION

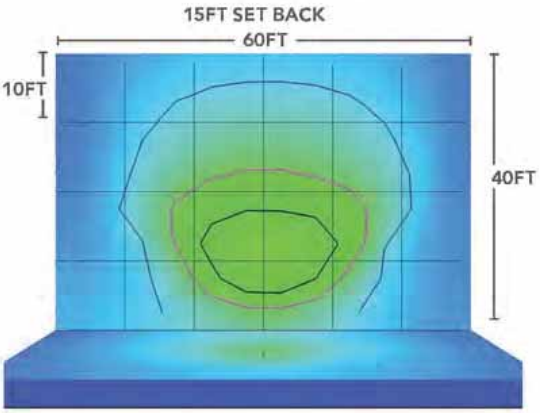
OFF-GRID

PHOTOMETRICS

FOOT CANDLES	ISO-LINE COLOR
1 FC	BLACK
0.5 FC	MAGENTA
0.1 FC	BLUE

ILLUMINANCE (FC)

8
5.4
3.4
2
1
0.42
0.13
0.016
0



Light Efficient Design

847.380.3540 • led-llc.com • sales@led-llc.com

05.15.24 Information is subject to change without notice.

solera-solar.com

TPG Lighting

TPG Lighting, LLC

ESTIMATE	#1113
ESTIMATE DATE	Oct 1, 2024
TOTAL	$27,714.16

Avalon Groves CDD
17555 Sawgrass Bay Blvd
Clermont, FL 34714

(352) 360-5718

CONTACT US

P.O. Box 471126
Lake Monroe, FL 32747

(407) 413-0442
tpglighting@gmail.com

ESTIMATE

Services	qty	amount
Solar Lighting	1.0	$27,714.16

Removal of existing solar lighting systems at the (14) monuments according to the installation map.

Installation of (14) commercial grade solar lighting systems at the (14) monuments according to the installation map.

- (6) Installed and illuminating the front of the community entrance monuments

- (16) Installed and illuminating the front and back of the road side monuments along Sawgrass Bay Blvd

Total: (22) SL-SFL flood lights

Lighting - Solar Landscape Lighting	1.0	$0.00

By Approving this Quote, the Client Agrees to the Lighting Disclaimers:

- A non-refundable 50% deposit is required before product is ordered and the project can be placed on the schedule. If our in-house financing is utilized, 100% payment is due up front..

- Quotes are good for 90 calendar days.

- To complete the installation, some areas of the landscaping may be disturbed from burying wires or mounting fixtures. We will do our best to re-cover those areas, but please be aware that landscape disturbance is unavoidable for landscape lighting installations.

- The lights that will be installed on the property are designed to be permanent. If, for any reason, the customer wants to have them removed, the cost would be a separate engagement at a price determined at that time and we are not liable for any damages resulting from the lights removal.

- Once the lighting installation is complete, no fixtures may be exchanged and no refunds will be given. Adding additional fixtures will result in additional cost. Exchanging fixtures will result in additional cost for the new fixtures. A reduction in fixtures will not result in a refund. Re-aiming the lights and small shifts in orientation can be performed for no additional cost.

- All of our landscape lighting products come with a 1 year workmanship and product defect warranty.

After the initial 1 year warranty expires, the customer may choose to purchase an extended warranty (Providing coverage for 12 months from payment date):

- Warranty Agreement ($25 per light with a $500 minimum): Covers the labor for any repairs, includes replacement products that have malfunctioned, includes our staff coming once a year to reposition the lights and clean the fixtures.

Exclusions for the warranty options:
- Acts of God (Severe weather, tree branches falling, etc.).
- Damage from animals or insects.
- Theft, Vandalism, Damage, or Tampering with the lighting system by anyone other than TPG Lighting.
- Removing the lighting fixtures or hardware for another project such as painting the building, replacing any landscaping, remodeling, installation of cable/internet/electrical wiring, irrigation changes, etc.

Any malfunctions or damages outside of the scope of the chosen warranty package will be billed as follows: $250 base trip charge along with labor of $50 per man-hour and the cost of materials plus shipping.

- Be sure to verify that there are no governing bodies such as HOAs, POAs, or any other entities that would restrict the installation or operation of these lights. If the installation is complete, and we find out afterwards that they are not compliant with any governing entity rules, the cost to remove them would be a separate engagement at a price determined at that time on top of the initial installation price and we are not liable for any damages resulting from the lights removal.

- For any electrical work performed by a licensed electrician that TPG Lighting orchestrates on behalf of the client, we will pay the invoice and the client will reimburse TPG Lighting for the cost plus 20% of the electrical invoice. If the property wants to use their electrician, we will identify where outlets are needed, and it is the responsibility of the client to install the outlets before we arrive. We are not liable for any damages or malfunctions of any work performed by an electrician in either scenario above. These instances should be brought to the electrician for resolution.

- It is the responsibility of the client to inform TPG Lighting of any lighting outages along with a description of the issue and a photo texted/emailed to us. Texting is preferred. Diagnosis and repair will take place as soon as possible, but most repairs can be completed in 2 business days if the repair does not require ordering new product. Our textable phone number is 407-413-0442. Our email is TPGLighting@gmail.com.

- The Maintenance phone and email will be monitored from 7 AM to 5 PM Monday through Friday. If any requests are received after 5 PM, we will respond the next business day.

- Black-out dates that no maintenance will be performed are Thanksgiving Day, Christmas Eve (After 12:00 Noon), Christmas Day, New Year's Eve (After 12:00 Noon), and New Year's Day.

- Any locks that are present on outlets that need to be used for a power source will be cut off if not removed prior to our arrival if the customer is not able to be reached.

- No person outside of TPG Lighting may tamper with the lights, hardware, controllers, power supplies, or electrical cords related to the project.

- Upon completion of the installation, the final 50% balance payment is due within 1 day for Residential customers and 30 days for Commercial customers. If the final balance is not paid within this time-frame, the lights will be turned off and the customer will be locked out of the lighting system. When the final balance payment is made, the lighting functions will be released to the customer.

- The Customer consents to grant access to any areas on the property that we deem necessary for installation and maintenance of the lighting product.

- In some cases, a lift may be used on the property. We are extremely careful when operating aerial lifts, but tire/tread indentions are to be expected if it necessary for the lift to drive over soft soil/turf. If there are any damages apart from the grass/lawn/sod, we will replace the landscaping as needed. There may also be light tire/track marks on pavers or concrete which we are not liable for.

- The customer consents to allow TPG Lighting to use permanent hardware and mounting items as the contractor sees fit to complete the installation.

- In the interest of the final product appearing as orderly as possible, TPG Lighting may use conduit mounted to walls or other methods to neatly organize wires related to the lighting. It is the responsibility of the customer to paint those items if desired after installation completion.

Services subtotal: $27,714.16

Subtotal	$27,714.16
Tax (Additional Sales Tax 7%)	$0.00
Total	**$27,714.16**

Thank you for the opportunity to do business with you!
With our customers, we've earned a reputation of excellent service and look forward to showing you that it is well-deserved. We sincerely appreciate and value your business and look forward to a relationship that lasts a lifetime. Welcome to the TPG Lighting family!

TPG Lighting

TPG Lighting, LLC

ESTIMATE	#1114
ESTIMATE DATE	Oct 1, 2024
TOTAL	$91,059.37

Avalon Groves CDD
17555 Sawgrass Bay Blvd
Clermont, FL 34714

(352) 360-5718

CONTACT US

P.O. Box 471126
Lake Monroe, FL 32747

(407) 413-0442
tpglighting@gmail.com

ESTIMATE

Services	qty	amount
Install - GFCI Outlet	1.0	$91,059.37

Installation of (6) GFCI outlets according to the installation map.
Includes the installation of electrical meters and panels at all outlet locations
Includes directional boring at two locations (Edgemont monument locations)

All electrical work will be preformed by JPS Electrical Services (TPG Lighting's Electrical Subcontractor)

JPS, electrical services will provide all work in accordance with the national and local electrical code, and in accordance with the plans cited above. JPS electrical services will provide labor, supervision, and project management to meet mutually agreed-upon schedules.

All permits will be pulled and held by JPS Electrical Services
JPS Electrical Services will work directly with the local power company for the installation process

- JPS ELECTRICAL SERVICES's liability for CUSTOMER's damages will, in the aggregate, not exceed $1,000,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall JPS ELECTRICAL SERVICES, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CUSTOMER or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or JPS ELECTRICAL SERVICES's performance or non-performance of services pursuant to this Agreement. Limitations of liability provided herein will apply whether JPS ELECTRICAL SERVICES's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include JPS ELECTRICAL SERVICES's officers, affiliated corporations, employees, and subcontractors.

Services subtotal: $91,059.37

Subtotal	$91,059.37
Tax (Additional Sales Tax 7%)	$0.00
Total	**$91,059.37**

Thank you for the opportunity to do business with you!
With our customers, we've earned a reputation of excellent service and look forward to showing you that it is well-deserved. We sincerely appreciate and value your business and look forward to a relationship that lasts a lifetime. Welcome to the TPG Lighting family!

EXHIBIT 12

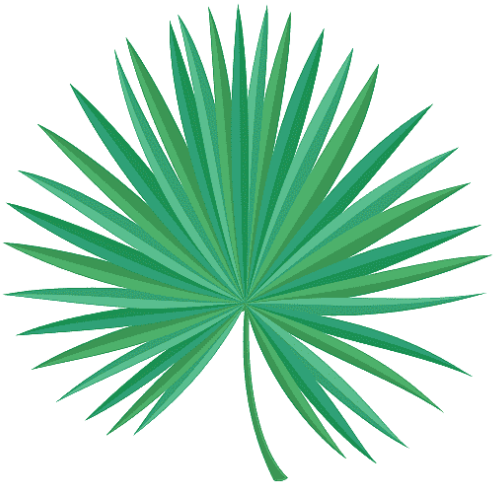
AVALON GROVES

COMMUNITY DEVELOPMENT DISTRICT

September 2024

FIELD INSPECTION REPORT

Mark Isley Vesta Field Services

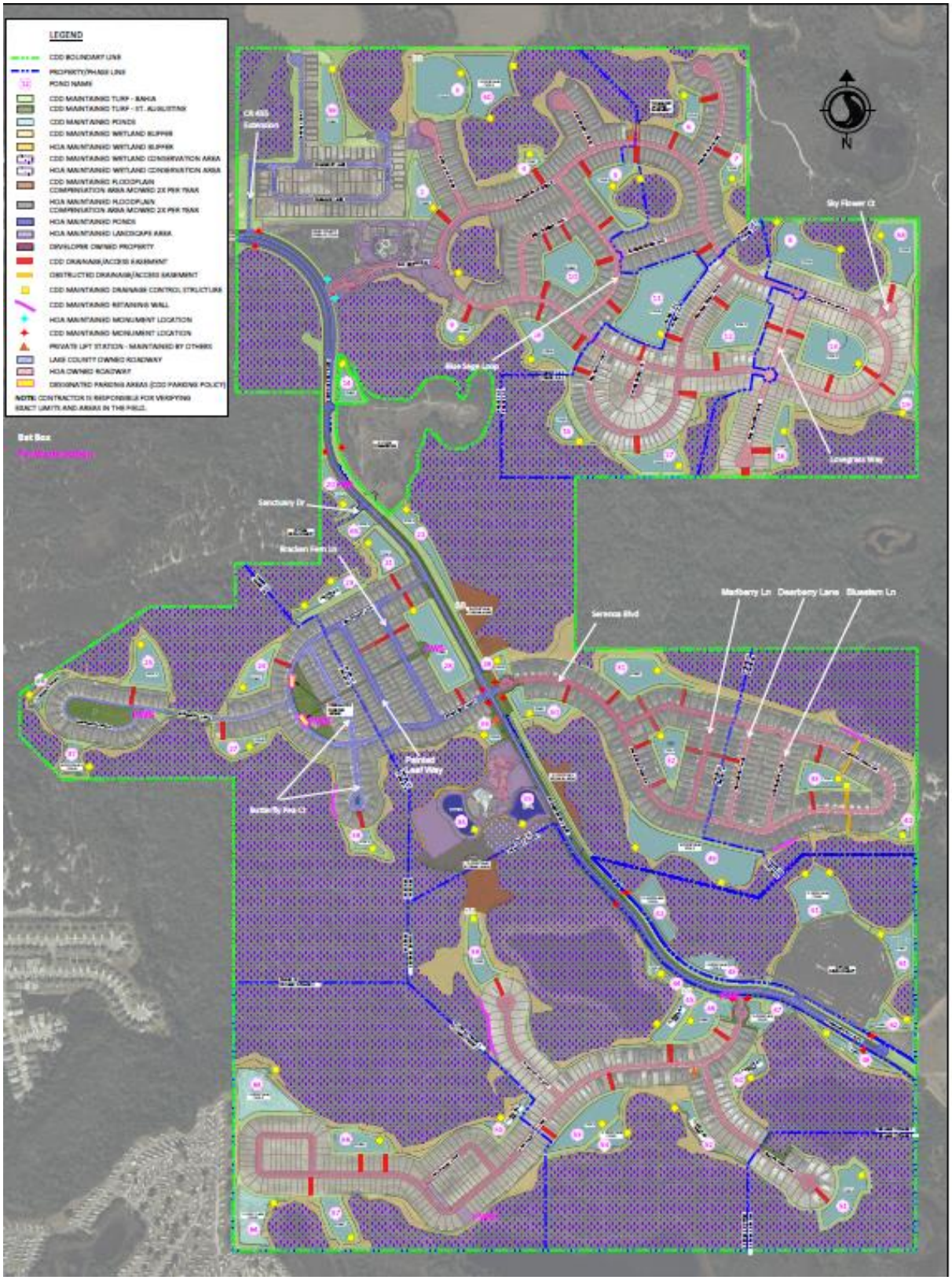


Site visits- (08-02 & 08-15)

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Maintenance Map



Landscape/Ponds

DTE has been working with me diligently with the turnover parcels.

Mowing is running a little behind due to the wet weather. Pond areas are the most affected.

Tree elevations look good, shrubs and palms are nice and neat.

The turnover areas still need maintenance, these are being handled on a step-by-step basis.

Kyle has been communicating with the builders who disconnected the irrigation at Pacic Ace and Sawgrass. They have agreed to repair.

I met with the DTE irrigation tech and the County about the upcoming rotary and irrigation move at the end of Sawgrass.

Kyle will be working with Ecotek moving forward with the monument solar lighting project. The vendor has toured the monuments with me. Every monument has about ½ of what is needed for LED lighting with outlets, they were all originally set up for solar lighting, someone has removed the batteries and other components on each monument.

Two new bat houses are installed along with some new pet waste stations. All the old wooden developer signs have been removed.

Ponds are full; vendor is removing algae blooms and unwanted grasses as needed. Please see the vendors report for an in-depth explanation.

Landscape/Ponds









Landscape/Ponds









Landscape/Ponds









Landscape/Ponds









Entry	Date Created	To:	Name	Address	Message		Resolution Date
26	2024-10-10	Landscape and Irrigation	McParlin	17354 blazing s	There are 2 dead trees that are down around the pond behind 17346 and the other behind 17354 blazing star circle	10/10 forwarded to vendor	
25	2024-10-07	Landscape and Irrigation	Torres	3408 Twin Flower Ct	I have two trees that are in the Conservatory Area but if they Fall they are going to Damage my Home.	emailed 10/7: Staff/vendor to review, assess location and condition then will provide Board with update	
24	2024-10-03	Landscape and Irrigation	Ardelean		There is a stump at south end of POND 11 that needs removal from a smal tree that died and rotted over a year ago! The stump remains and all the mowers do is mow around it! THEY DONT EVEN WEEDEAT AROUND IT!! Its an awful eyesore and should be removed!!	10/10 forwarded to vendor	
23	2024-09-28	Landscape and Irrigation	Ruperez	17287 saw palmetto Avenue	Hello, The landscaper again are not hard edging the main boulevard on leading to Serenoa Lakes. Weeds throughout continue to get worse. In some areas they are taller than the actual plants. Vines are crowing plants as well. The area is not being properly maintained as the landscapers are only peddling a cut and blow service. The irrigation is consistent my running during the day as well.	9/28 forwarded to vendor	
21	2024-09-23	Landscape and Irrigation	Parsons	17465 Butterfly Pea CT	Donation of plant for Butterfly Pea Ct Island I have over 20 Turnera Buttercup Bushes that I could donate and plant in the island. Tundra Buttercup has a Yellow, five petaled, buttercup-like flowers bloom prolifically on the buttercup bush, also commonly called Cuban buttercup or yellow alder. Growing buttercup bushes provides continued blossoms in USDA gardening zones 9 through 11. Botanically called Turnera ulmifolia, this spreading groundcover or small shrub brightens up bare spots in the landscape with flowers that bloom in the mornings and last most of the day. I have attached an image of the Bush in our garden they attract the local Bees and butterflies.	9/23 Forwarded to vendor	
19	2024-09-20	Landscape and Irrigation	Ruperez	172887 Saw palmetto Avenue	Good afternoon again the landscapers are not edging around the main Boulevard on Serrano Lakes, weeds are taller than the shrubs crowding space which will lead to plants dying. Drains are covered in weeds. The entrance is to villages one and two have weeds that are approximately 2 1/2 feet tall. Are we able to request a change of landscapers. I plan to attend the next meeting for a request of records. We pay significantly for the area to be properly maintained and well very beautiful. The landscapers are not doing their job. Just look at the stop signs and you will see that nothing is being edged .	9/20 Forwarded to vendor	

Entry	Date Created	To:	Name	Address	Message		Resolution Date
17	2024-09-18	Landscape and Irrigation	Rubino	2528 Alligator Flag Court	This is a third escalation. First in this portal, second at cdd meeting last month, now portal again. The landscaping company is PARTIALLY cutting the weeds/brush that exist between homeowner property and the preserve. This small buffer was trimmed on the left side of alligator flag court this week and the right side NOT trimmed. The buffer has NOT been trimmed since I moved here in June. This applies to other houses next to me as well.	emailed 9/25: overgrowth blocking single access route. Bush hog proposal pending, once bush hogged regular maintenance can resume	
15	2024-09-17	Landscape and Irrigation	Aronson		I noticed the palm trees within the community were trimmed yesterday, 9/16, but the island on butterfly pea court was forgotten again. This island is in need of prompt attention.	emailed 9/17: Palm tree trimming in progress completed 9/17. 10/24 Agenda item - Proposal for plant replacement	17-Sep
14	2024-09-13	Landscape and Irrigation	Colon-Wilson	2344 Palm Park Loop	The grass by the mailbox is out of control it's about 3 ft, an eyesore and a safety concerns to get mail with snakes	emailed 9/16: POA maintenance item & cc'd David	16-Sep
12	2024-09-13	Landscape and Irrigation	Johnson	17836 Passionflower Cir	Contacted CDD prior month on the state of the garden beds, missing plants and dead areas, response was the landscaper was advised. The garden beds along V2/V1 are disgusting - there are more weeds then mulch, the landscaper has not edged or maintained these areas and these really detract from what once was beautifully landscaped areas. Further the grass along these strips of plantings and along sawgrass by the traffic lights is turning into weeds with no grass. Why are the landscapers not being held accountable? CDD signed a 3 year contract, is this really the level of service we should be expecting? Further, our assessments are increasing resulting from the mismanagement of the landscaping and replacements that now need to be done. When will action be taken? Also - plants are STILL missing along Village 1 Eastern entrance and Village 2 along the brown railings. This is pushing almsot 3 years now. Please have these areas resorted.	No new planting until irrigation addressed 9/18 Requested vendor update 9/25 mechanical weeding required, to be worked into schedule emailed 10/2	
10	2024-09-05	Landscape and Irrigation	Ruperez	17287 saw palmetto Avenue	The landscaping around Village 37 Lakes is not being maintained. The crews are not making it all the way to the back of the property to complete trimming. Please see the attached photos when you will see weeds, taller than the shrubs and overtaking bed. space some of the material is expiring. Please address.	emailed 9/5: Forwarded photos to vendor	5-Sep
9	2024-09-04	Landscape and Irrigation	Deslauriers	17613 SERENOA BLVD	There are TWO leaks in the planter irrigation on Sawgrass just to the right of light pole #53. One is at the front left corner near the sidewalk and the other is the back left corner.	9/18 Requested vendor update emailed 10/10: location info - no access to streetlight # map	
8	2024-09-04	Landscape and Irrigation	Deslauriers	17613 SERENOA BLVD	The landscapers consistently ignore the grass along the sidewalk inside the V2 gate in the right side.	9/4 emailed: POA maintained. Cc'd David	4-Sep

Entry	Date Created	To:	Name	Address	Message		Resolution Date
357	2024-09-03	Landscape and Irrigation	Noyes	17624 Saw Palmetto Ave	Ok well this is the 3rd email I have written with NO RESPONSE. I don't feel Avalon groves is doing anything for the residents in Seranoa lakes considering what we are paying and are being proposed to pay. VILLAGE 3 1. The entrance way is a disgrace - filled with weeds, overgrowth, bare spots and overgrown bushes that you cannot even open the pedestrian gate. Fertilize, weed kill and trim I believe that is what you're being paid for. 2. Seriously - the Pulte sign right past Village 3 is flat on the ground and you are actually mowing around it - PICK It UP and dispose of it! 3. Inside the Village 3 entrance there is a pallet of DEAD SOD just left there - who's job is that to remove this - its on the curb? 4. And oh, per past emails - is someone going to come out and look at the palm tree that is tipped and if it falls will land on my fence? I have been very kind and cooperative but am now extremely frustrated. Next step - the press!	emailed 9/5 cc'd POA - Field Manager and landscape account manager have the tree in the conservation area on their list of areas to review. If the tree is healthy, no action will be taken as the conservation area is to be left in a natural state per the permit, however, if they confirm the tree is in a deteriorated condition, we will ask the Board to consider approving an arborist to certify the tree, then we can apply to SWFWMD for permission to cut it down. The landscape crew is continuously removing developer signs, and new ones keep going up, so I will ask the account manager to follow up on the removal of the fallen sign just passed the Village 3 entrance.	9/6 Resident confirmed Vlg 3 entrance addressed
7	2024-09-01	Landscape and Irrigation	Ruperez	17287 saw palmetto Avenue	Hello, the areas between my Palms of Serenoa and Village 3 require attention. Weeds are grading taller than shrubs, crack weeds are about a foot tall, mechanical edging has not been done in months. Instead treating with herbicide. There is a box that has been sitting in the median for months. The same applies to a pressure washing swing that is rusting at the entrance of village 3.	9/18 Requested vendor update 9/25 mechanical weeding required, to be worked into schedule	
6	2024-08-31	Landscape and Irrigation	Ruperez	17287 saw palmetto Avenue	Hello, the landscaping at Serenoa Village 3 is horribly maintained. The weeds are taller than shrubs, trimming is needed, grass is dead, pants are dying and snakes roam. It is absolutely horrible to see the entrance of our community. Per Serenoa Lakes, this is your responsibility paid through our taxes. Please advise.	9/18 Requested vendor update 9/25 mechanical weeding required, to be worked into schedule	
5	2024-08-31	Landscape and Irrigation	Deslauriers	17613 Serenoa Blvd	At the entrances to the neighborhoods, the planters along the fences are needing pruning and weeding. Both entrances to Goldcrest Loop are especially bad. The trees and bushes at these entrances haven't been pruned in a long time. Also, some of the weeds are chest high.	9/18 Requested vendor update 9/25 mechanical weeding required, to be worked into schedule	
4	2024-08-30	Landscape and Irrigation	Placious	17618 Blazing Star Circle	Irrigation Power Junction Box was pulled up out of the ground during CDD grass mowing. Exposed electrial wiring. Needs to be buried at ground level. See attachments.	9/18 - incorrect installation by HO's vendor - correct installation by DTE pending. 9/26 - not hit by mower, box is not damaged, crew will push back into ground	

Entry	Date Created	To:	Name	Address	Message		Resolution Date
2	2024-08-28	Landscape and Irrigation	McGillen	3432 Twin Flower Ct.	We had meeting with HOA manager and Yellowstone Landscaping to discuss the use of the easement. It was decided that access to the pond area behind our house will now be accessed from the end of the cul de sac. The reasons are: 1. The grass has been worn down due to ATVs, mowers and other vehicles. 2. The irrigation sprinkler heads are being damaged by vehicles driving over the. Can you inform Down to Earth landscaping of this issue and to use access points at the end of the cul de sac?	emailed 9/18, cc'd landscape and aquatic vendors - request forwarded, vendor may voluntarily comply but all CDD easements are available for vendor use.	18-Sep
1	2024-08-27	Landscape and Irrigation	okoronkwo	2544 Alligator flag court clermont 34714	Weeds spreading from the lake/conservatory behind my home. The trees, shrubs, bushes and weeds behind my home requires pruning. Thank you	9/18 Requested vendor update emailed 9/25: overgrowth blocking single access route. Bush hog proposal pending, once bush hogged regular maintenance can resume	
353	2024-08-25	Landscape and Irrigation	Castano	17228 Goldcrest Loop	Dear CDD, I am writing to report significant damage to the backyard fence at 17228 Goldcrest Loop. It appears that the lawn care service has accidentally struck the fence with their mower, causing it to bend and the bars to come out of the rail. We have been living here since 2019, and the only entity that routinely accesses the rear of our property is the community lawn care service. We currently have a dog and two little kids who spend a lot of time in the backyard. This incident poses an important risk to our family safety. Attached are photos that illustrate the damage. Please let me know if you need any additional information to start the claim process with this company. Thank you for your prompt attention to this matter.	9/18 Requested vendor update 9/25 H/O to provide proposal from fence vendor for DTE to compensate emailed 9/26 requesting copy of proposal or invoice for DTE to process payment	
351	2024-08-25	Landscape and Irrigation	Aronson	17488 Butterfly Pea Court	1) Improperly installed Cover. 2) Plant selection error & dead. 3) Weeds in Grass & bed: not maintained. 4) Irrigation continue to run - wasting resources; run-off contaminants water into sewer due to excessive & improper mulching. 5) Streets stained from excessive watering 6) Palms covered in fungus	emailed 9/17: Palm tree trimming in progress completed 9/17. Proposal for plant replacement on September agenda 10/24 Agenda Item	17-Sep

Entry	Date Created	To:	Name	Address	Message		Resolution Date
347	2024-08-21	Landscape and Irrigation	Durham	17557 Butterfly Pea Ct	Hello! I hope this message finds you well. I am writing to follow up on several requests I have previously submitted, as I have yet to receive a response. My concern pertains to the common area grass by the mailbox, which shares the swale with my property. Unfortunately, there is a significant amount of crabgrass growing from the common area into my yard. If this issue is not addressed promptly, I am concerned that it will necessitate replacing my sod, only for the crabgrass to spread into the new grass as well. I have attached pictures from today and a few months back. I would appreciate it if the board could take action to resolve this matter before it becomes a larger issue for my property and potentially other around the community. Thank you for your attention to this matter, and I look forward to hearing from you soon.	9/18 Requested vendor update emailed 9/26: per vendor, chemical weed treatments to resume after mainline irrigation is repaired	
343	2024-08-20	Landscape and Irrigation	Noyes	17624 Saw Palmetto Ave	Really second email no-one responds beginning to get truly frustrated. When is someone going to mow behind the homes and common areas in Village 3 of Serenoa Lakes this is becoming very unacceptable.	duplicate of #337	
342	2024-08-19	Landscape and Irrigation	April	3680 Paragon Lane	The common area lawn around the cul-de-sac and the playground area at the end of Paragon Lane (near 3680 Paragon Lane) has become very overgrown. I am just curious why that lawn area is not being mowed and request that mowing be completed as soon as possible. Any information on this issue will be appreciated.	9/18 Requested vendor update 9/25 some construction still in area, CDD does not maintain construction sites. Balance of Edgemont is on maintenance schedule	
341	2024-08-19	Landscape and Irrigation	Aronson		Butterfly pea culdesac island still dead and needs much work. Also - watering twice a day at this point is wasteful.	emailed 9/17: Palm tree trimming in progress completed 9/17. Proposal for plant replacement on September agenda	17-Sep
339	2024-08-19	Landscape and Irrigation	Flesch	17584 Summersweet Way	Is the landscaper in charge of trimming trees around the Serenoa Village Amenity Center? There are a few of the tree branches that are low enough that you have to duck under them while walking or running along the path there. It would be great if they could be trimmed. Also will they no longer be mowing the blue/green area behind the pool? It has't been landscaped since the wild boars and the hurricane made it look like the Dead Marshes from Tolkein. It used to be such a beautiful area for families. Now it's just overgrown with weeds.	emailed 9/18: POA maintains from ROW to conservation area	18-Sep
338	2024-08-19	Landscape and Irrigation	LANDRY	17675 Saw Palmetto Ave	The common area lawn around the cul-de-sac and the playground area has become very overgrown. I am just curious why that lawn area is not being mowed.	9/18 Requested vendor update 9/25 Edgemont is on the maintenance schedule	

Entry	Date Created	To:	Name	Address	Message		Resolution Date
337	2024-08-16	Landscape and Irrigation	Noyes	17624 Saw Palmetto Ave	Hi As you are considering raising my O&M fees over $200 this year, why is it I have to request that you mow the Conservation areas behind my home and others in Village 3 of Serenoa Lakes? The grass is so long it's ridiculous! Also, There is a palm tree directly behind my home in the conservation area that is falling and will at some point destroy my fence. Should that happen I would expect you will be responsible for the repairs as I have brought this to your attention previously? Please advise. Thank you	9/18 Requested vendor update 9/25: overgrowth blocking single access route. Bush hog proposal pending, once bush hogged regular maintenance can resume 10/24 Agenda Item	
18	2024-09-20	Other	Mastrangeli	17908 passionflower	Why is the lift for lights perpetually parked on Serenoa property. Is that allowed as a storage area for the light company in front of village two entrance?	emailed vendor 10-10 re lift storage	
13	2024-09-13	Other	Johnson	17836 Passionflower Cir	Prior reported for going on almost 4 years. Monument lighting is still in disrepair - the solar lights have not been repaired or replaced. This has been promised to be on the agenda. Please take action on this item. There is money in the general funds to make the needed repairs that has rolled over from prior years of not spending on monument maintenance specifically.	Board declined previously presented proposals. 9/19 Ecotek declined to propose referred to TPG Lighting for proposal. Emailed proposal request to TPG 10/24 Agenda item	
11	2024-09-09	Other	LANDRY	17555 SAWGRASS BAY BLVD	A resident of Village 3 advertising signage along sawgrass bay blvd. Since this is posted on CDD property the POA is unable to send a violation for this.	9/18 vendor emailed requested removal Vendor acknowledged receipt	18-Sep
3	2024-08-29	Other	Mastrangeli	17908 Passionflower circle	The numbering on the mailboxes in V1 really requires updating and replacement of worn numbers. Most of the letters and numbers are worn so terribly that when a key is left in the resident's mailbox for a package door it's not clear as to the lettering on each tower identifying which tower the package was left in. This was an issue raised by emails from residents as well as brought up as an issue at our last CDD meeting Thanks Gene	9/17 Handyman contacted for quote to install. Replacement numbers to be purchased from mailboxes.com and delivered once handyman quote approved by Board 10/11 3rd request to Apex for quote	
350	2024-08-24	Other	Sierra	17681 Passionflower circle	The lettering and numbers for mail boxed are old and damaged. You can’t see them or read your mail box. Per postal services this is CDD responsibility. This is second request since apparently the first one was not received as per CDD team from the meeting on Thursday. Please respond to my request	9/17 Handyman contacted for quote to install. Replacement numbers to be purchased from mailboxes.com and delivered once handyman quote approved by Board 10/11 3rd request to Apex for quote	
335	2024-08-15	Other	Sierra	17681 Passionflower circle	Please have the post office change the stickers with numbers and letters for the mail boxes. They all fading and you can’t hardly see letters and numbers. Also, streets need care with landscaping and behind the ponds grass had not been cut.	9/17 Handyman contacted for quote to install. Replacement numbers to be purchased from mailboxes.com and delivered once handyman quote approved by Board 10/11 3rd request to Apex for quote	

Entry	Date Created	To:	Name	Address	Message		Resolution Date
334	2024-08-15	Other	LANDRY	17675 Saw Palmetto Ave	I am writing to bring to your attention an issue with the individual mailbox letters at the Serenoa community mailboxes in Village 1. Each mailbox has a letter along with numbers for each resident, which are located on top of the mailboxes. These letters are becoming increasingly difficult to read. We kindly request that this issue be addressed as soon as possible. Thank you for your prompt attention to this matter. I was informed by USPS Any upkeep or maintenance to the mailboxes is at the expense of the HOA of the community. This is all specified in the MOD agreement that was signed when the homes were built. If you need supplies to maintain your mailboxes you can find them at mailboxes.com. The only thing the Post Office is responsible for is maintaining the parcel locker repairs.	9/17 Handyman contacted for quote to install. Replacement numbers to be purchased from mailboxes.com and delivered once handyman quote approved by Board 10/11 3rd request to Apex for quote	
22	2024-09-25	Pond/Stormwater Drainage System	Anderson	3901 Duval Ct	I am requesting the reach to be removed from our lake since all the construction near our lake are has been completed. Also, that big ugly yellow floating tube is a horrible eye sore and is not doing anything useful since it is just floating around mostly unattached and again since all the building near the pond has been completed would like it removed please. Thank you	emailed 9/25: requested vendor add debris removal to tech notes emailed 9/26: DR Horton responsible for turbidity barrier removal, will not remove until all construction is completed	26-Sep
20	2024-09-20	Pond/Stormwater Drainage System	Schaubhut	3429 Meadow Beauty Way	Hello. At the pond 12 behind my house, there is a lot of pond scum, algae, or debris forming in the corner and along the end. This is increasing in size and only developed this summer. I am not sure if it is algae. And occasionally there is debris that gathers, usually wind blown. It is not looking good in our corner area.	9/20 Forwarded to vendor See 10/24 agenda item - proposal to clear pipes/inlets for pond 12 may also be affecting quality due to stagnant water	
16	2024-09-17	Pond/Stormwater Drainage System	Ardelean	3433 meadow beauty way	This pond has looked horrible for weeks!!!! Junk is growing it that is 2 ft tall above water! Needs to be cleaned and sprayed! The SOUTH END is the worst its looked in 2 years! Very neglected! There is also a STUMP from dead tree on cdd property where mowers have avoided it for 5 months!! They wont weedwhack arou d it either!! Needs removal!!!	See 10/24 agenda item - proposal to clear pipes/inlets for pond 12 may also be affecting quality due to stagnant water 10/10 stump info forwarded to vendor	

Entry	Date Created	To:	Name	Address	Message		Resolution Date
340	2024-08-19	Pond/Stormwater Drainage System	Burnd	17591 Blazing Star Cir	The midge flies are swarming. I had called my pest control company (Massey) as I didn't know what type of insects they were. The technician told me that they came from the pond / pond mud & that I should notify the CDD as the pond may need to be treated. This is around pond 13.	emailed 9/18: Requested mosquito fish proposal, midge fly treatments scheduled for Spring 2025. Bat box installed outskirts of Palms to encourage complementary control method 9/18 emailed Lake County to find out if any mosquito/midge fly control options available to residents. Gambusia proposal and information added to September agenda. Contacted POA/HOA re mosquito treatments. Relayed POA/HOA request for inclusion to Lake County	
2	2024-10-10	Streetlights	DELOSA		Additional information Pole # 91 on Butterfly Pea Ct and Pole # 145 at the Serenoa Clubhounde are both damaged. Pole #91 is in the street and pole # 145 is leaning to the main access of the clubhouse.	10/10 forwarded to vendor	
1	2024-10-10	Streetlights	DELOSA		Street Light at about 17516/20 Butterfly Pea Ct was knocked down by the Milton Winds it is laying in the street.	10/10 forwarded to vendor	
376	2024-10-04	Streetlights	Ellis	17060 goldcres	Solar street light out between 17060 and 17064 on goldcrest loop in Serenoa. Looking at the 17060 house it's on the left.		
375	2024-10-02	Streetlights	Likeum	2425 Southlaw	streetlight located on northwest corner of my propert	10/2 forwarded to vendor	
374	2024-09-24	Streetlights	Morgan	3629 BLUE SAG	pole # 167 light is not coming on at night time	9/24 Forwarded to vendor	
373	2024-09-24	Streetlights	Deslauriers	17613 Serenoa	Lamp pole Avalon Groves # 71 and Avalon Groves # 73	9/24 Forwarded to vendor	
372	2024-09-21	Streetlights	Melo	17723 Saw Pal	Dear Avalon Groves CDD,I hope this message finds you well. I am writing to bring	9/21 I am writing to bring your attention to several	
356	2024-09-03	Streetlights	Deslauriers	17613 Serenoa Blvd	On Sawgrass Bay Blvd, pole # 94 is not lighting.	9/3 vendor responded will look at	
354	2024-08-26	Streetlights	LANDRY	17675 Saw Palmetto Ave	lamppost near 17520 butterfly pea court, Clermont fl 34714 need to be inspected. they seem to be leaning and is a safety concern.	8/28 vendor responded will look at ASAP	

EXHIBIT 13

TPG Lighting

Avalon Groves CDD Solar Lighting Proposal



TPG Lighting, LLC

(407) 413-0442
TPGLighting@gmail.com
www.TPGLighting.com
Licensed and Insured
P.O. Box 471126
Lake Monroe, FL 32747

Attn: Shirley Conley
321.263.0132 X749
sconley@vestapropertyservices.com

17555 Sawgrass Bay Blvd

TPG Lighting

Inspection Notes Summary:

- **Sawgrass Bay Blvd Monuments**: The solar lighting systems have been vandalized, with components stolen. Recommendation: Remove the current systems and install 'All in One' solar lighting units anchored to cement mounts to prevent future theft. (Inspection photos available for reference.)
- **Village 3 Landscape Lighting**: The hardwired system was non-operational due to a misadjusted photocell sensor, which was corrected during the inspection at no charge. The system is now functioning normally. Recommendation: Trim the surrounding landscaping to prevent overgrowth around the fixtures. (Inspection photos available for reference.)
- **Community Entrances**: The solar lighting is in disrepair and non-operational due to damaged wiring, overgrown solar arrays, and water damage. (Inspection photos available for reference.)

- Overall, the inspection found significant issues with both solar and hardwired lighting systems, and specific recommendations have been made to address these problems and prevent future occurrences.

TPG Lighting

Inspection Photos



Damaged solar lighting control unit housing. Latch was br[illegible]en during component theft.

TPG Lighting

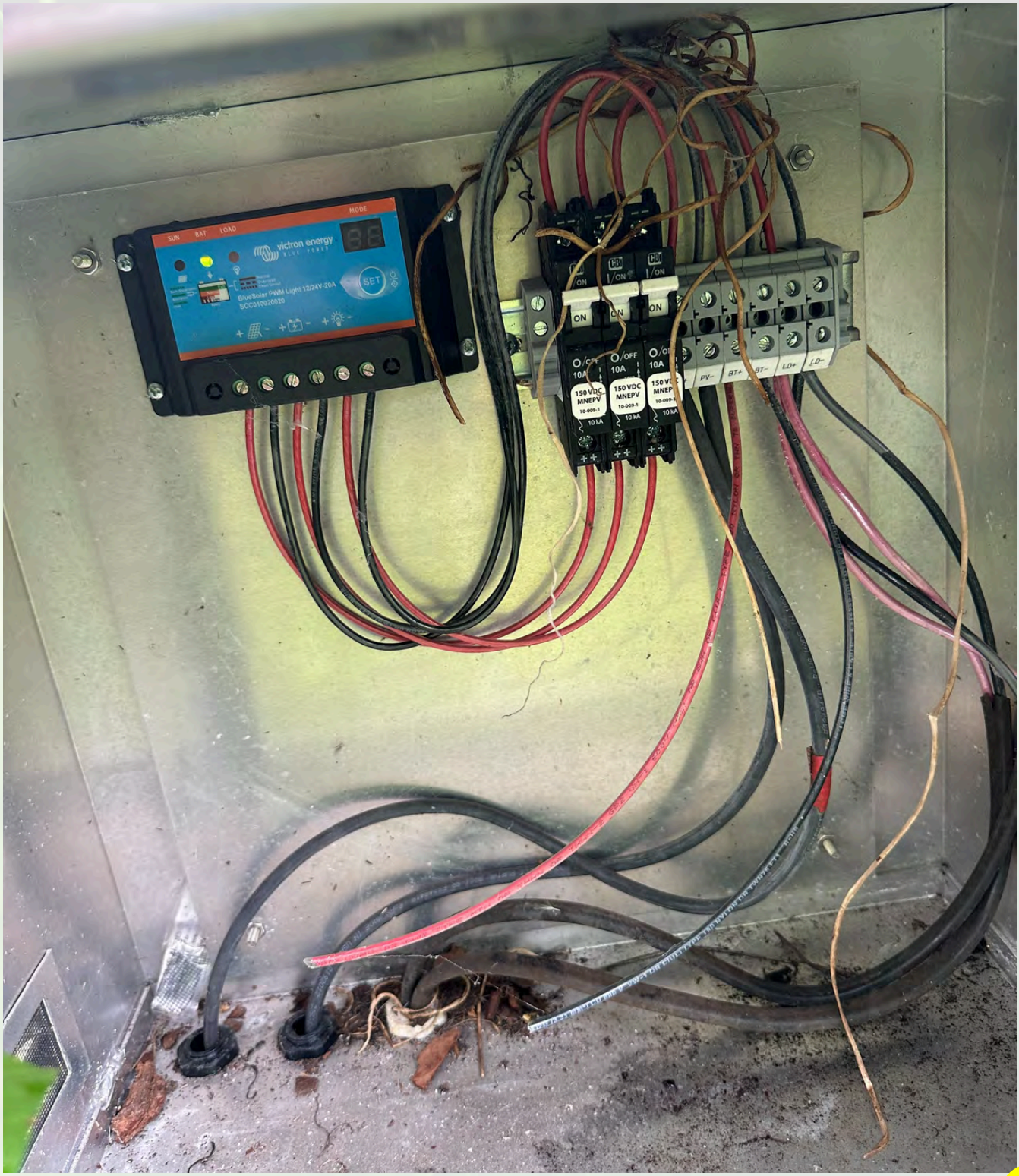
Inspection Photos



Missing solar control unit, power reserve and circut pa

TPG Lighting

Inspection Photos



Missing solar power reserve and damaged wiring

TPG Lighting

Inspection Photos



Overgrown hardwire fixture.

TPG Lighting

Inspection Photos



Overgrown solar array

TPG Lighting

Inspection Photos



Overgrown solar array

TPG Lighting

Inspection Photos



Overgrown solar array

TPG Lighting

Lighting Proposal Scope

Solar Monument Lighting

- Removal of existing solar lighting systems at the (14) monuments according to the installation map.

- Installation of (14) commercial grade solar lighting systems at the (14) monuments according to the installation map.

    - (6) Installed and illuminating the front of the community entrance monuments

    - (16) Installed and illuminating the front and back of the road side monuments along Sawgrass Bay Blvd

- Solar light fixtures will be an ‘All in one’ design as to prevent theft of lighting systems.

- Solar light fixtures will be ground mounted via a buried cement anchor and masonry hardware

TPG Lighting

10/1, Per Trent: Solar outlets not recommended - components subject to vandalism and theft.
TPG does offer solar holiday lighting if HOA would like a quote.

Outlet Installation Scope

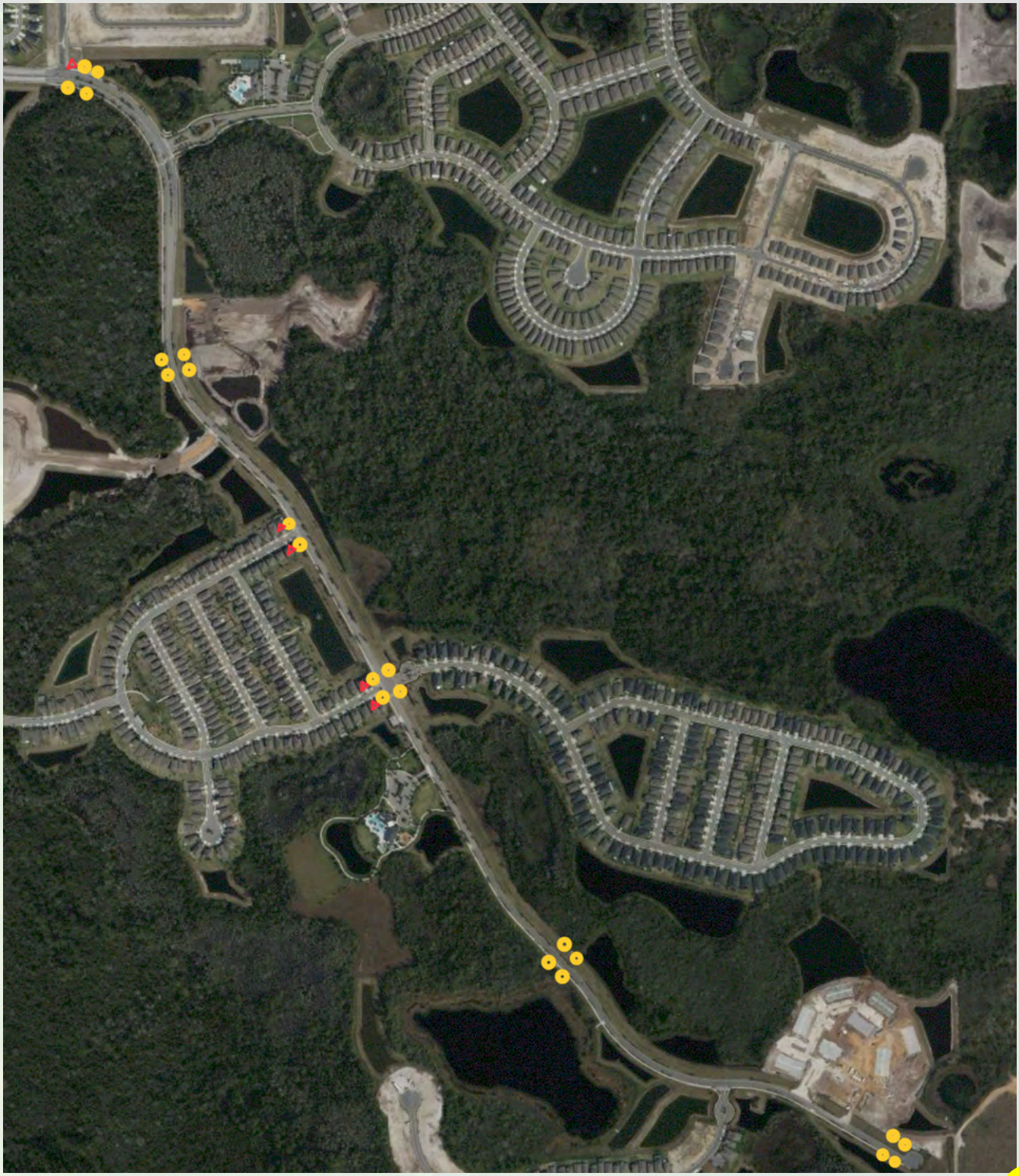
GFCI outlet installation

- Installation of (6) GFCI outlets according to the installation map.
- Includes the installation of electrical meters and panels at all outlet locations
- Includes directional boring at two locations (Edgemont monument locations)
- All electrical work will be preformed by JPS Electrical Services (TPG Lighting's Electrical Subcontractor)
- JPS, electrical services will provide all work in accordance with the national and local electrical code, and in accordance with the plans cited above. JPS electrical services will provide labor, supervision, and project management to meet mutually agreed-upon schedules.
- All permits will be pulled and held by JPS Electrical Services

JPS Electrical Services will work directly with the local power company for the installation process

TPG Lighting

Installation Map



Yellow Circle: SL-SFL Solar light fixture placement

Red Triangle: GFCI outlet, meter and electrical panel placement

TPG Lighting

Solar Fixture Spec Sheet

Solera SOLAR LIGHTING

SOLAR FLOOD LIGHT

OFF-GRID



RP-SFL-MS-G1*
(Garden Stake)

The Solera Solar Lighting Flood Light features an all-in-one design. The solar panel, light engine and battery are built right into the LED fixture. No need for a power source, which eliminates the need for wiring and trenching.

- Comparable to 150W HID.
- Standard operating mode: 4 hours of 100% brightness and then 25% for the remainder of the night with one charge.
- Adjustable LED light engine delivers light exactly where you need it.
- Li-Ion battery lasts at least 1500 charge cycles.
- Battery includes a heat isolating blanket.
- 165 lumens per watt.
- Perfect for signage, billboards, walls, pathways and garden features.
- Panel dimensions (L x W): 26" x11" Height (adjustable) 16" to 21"
- See pg. 2 for photometrics.

3 YEAR WARRANTY | 10-12 HRS BATTERY CHARGE TIME | 32°F TO 113°F BATTERY CHARGE TEMP | UP TO 50 HRS BATTERY LIFE* | REPLACEABLE BATTERY | 120° BEAM ANGLE | -4°F TO 140°F OPERATING TEMP | L70 50,000hrs RATED LIFE

PART #	UPC	COMPARES TO	LUMENS	COLOR	LISTINGS
SL-SFL-20W-40K-BK-G2	844006062477	150W	2000	4000K	CE FC

ACCESSORIES

PART #	DESCRIPTION	OPERATING MODES
RP-SFL-MS-G1*	GARDEN STAKE	CONSTANT BRIGHTNESS | TIMER

* GARDEN STAKE IS AN ACCESSORY AND IS SOLD SEPARATELY

Light Efficient Design

847.380.3540 • led-llc.com • sales@led-llc.com

05.15.24 Information is subject to change without notice

solera-solar.com

TPG Lighting

Solar Fixture Spec Sheet

Solera SOLAR LIGHTING | TECHNICAL INFORMATION

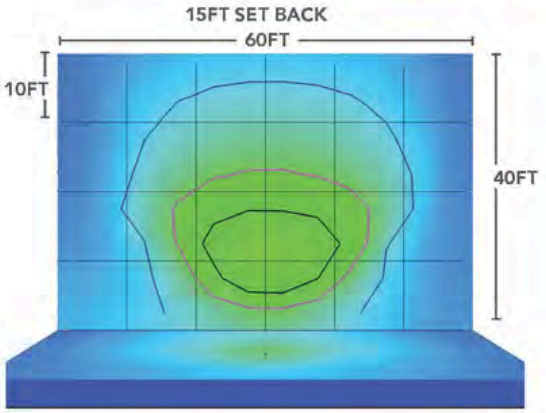
OFF-GRID

PHOTOMETRICS

FOOT CANDLES	ISO-LINE COLOR
1 FC	BLACK
0.5 FC	MAGENTA
0.1 FC	BLUE

ILLUMINANCE (FC)

8
5.4
3.4
2
1
0.42
0.13
0.016
0



Light Efficient Design

847.380.3540 • led-llc.com • sales@led-llc.com

05.15.24 Information is subject to change without notice.

solera-solar.com

TPG Lighting

TPG Lighting, LLC

ESTIMATE	#1113
ESTIMATE DATE	Oct 1, 2024
TOTAL	$27,714.16

Avalon Groves CDD
17555 Sawgrass Bay Blvd
Clermont, FL 34714

(352) 360-5718

CONTACT US

P.O. Box 471126
Lake Monroe, FL 32747

(407) 413-0442
tpglighting@gmail.com

ESTIMATE

Services	qty	amount
Solar Lighting	1.0	$27,714.16
Removal of existing solar lighting systems at the (14) monuments according to the installation map. Installation of (14) commercial grade solar lighting systems at the (14) monuments according to the installation map. - (6) Installed and illuminating the front of the community entrance monuments - (16) Installed and illuminating the front and back of the road side monuments along Sawgrass Bay Blvd Total: (22) SL-SFL flood lights		
Lighting - Solar Landscape Lighting	1.0	$0.00
By Approving this Quote, the Client Agrees to the Lighting Disclaimers: - A non-refundable 50% deposit is required before product is ordered and the project can be placed on the schedule. If our in-house financing is utilized, 100% payment is due up front.. - Quotes are good for 90 calendar days. - To complete the installation, some areas of the landscaping may be disturbed from burying wires or mounting fixtures. We will do our best to re-cover those areas, but please be aware that landscape disturbance is unavoidable for landscape lighting installations. - The lights that will be installed on the property are designed to be permanent. If, for any reason, the customer wants to have them removed, the cost would be a separate engagement at a price determined at that time and we are not liable for any damages resulting from the lights removal.		

- Once the lighting installation is complete, no fixtures may be exchanged and no refunds will be given. Adding additional fixtures will result in additional cost. Exchanging fixtures will result in additional cost for the new fixtures. A reduction in fixtures will not result in a refund. Re-aiming the lights and small shifts in orientation can be performed for no additional cost.

- All of our landscape lighting products come with a 1 year workmanship and product defect warranty.

After the initial 1 year warranty expires, the customer may choose to purchase an extended warranty (Providing coverage for 12 months from payment date):

- Warranty Agreement ($25 per light with a $500 minimum): Covers the labor for any repairs, includes replacement products that have malfunctioned, includes our staff coming once a year to reposition the lights and clean the fixtures.

Exclusions for the warranty options:
- Acts of God (Severe weather, tree branches falling, etc.).
- Damage from animals or insects.
- Theft, Vandalism, Damage, or Tampering with the lighting system by anyone other than TPG Lighting.
- Removing the lighting fixtures or hardware for another project such as painting the building, replacing any landscaping, remodeling, installation of cable/internet/electrical wiring, irrigation changes, etc.

Any malfunctions or damages outside of the scope of the chosen warranty package will be billed as follows: $250 base trip charge along with labor of $50 per man-hour and the cost of materials plus shipping.

- Be sure to verify that there are no governing bodies such as HOAs, POAs, or any other entities that would restrict the installation or operation of these lights. If the installation is complete, and we find out afterwards that they are not compliant with any governing entity rules, the cost to remove them would be a separate engagement at a price determined at that time on top of the initial installation price and we are not liable for any damages resulting from the lights removal.

- For any electrical work performed by a licensed electrician that TPG Lighting orchestrates on behalf of the client, we will pay the invoice and the client will reimburse TPG Lighting for the cost plus 20% of the electrical invoice. If the property wants to use their electrician, we will identify where outlets are needed, and it is the responsibility of the client to install the outlets before we arrive. We are not liable for any damages or malfunctions of any work performed by an electrician in either scenario above. These instances should be brought to the electrician for resolution.

- It is the responsibility of the client to inform TPG Lighting of any lighting outages along with a description of the issue and a photo texted/emailed to us. Texting is preferred. Diagnosis and repair will take place as soon as possible, but most repairs can be completed in 2 business days if the repair does not require ordering new product. Our textable phone number is 407-413-0442. Our email is TPGLighting@gmail.com.

- The Maintenance phone and email will be monitored from 7 AM to 5 PM Monday through Friday. If any requests are received after 5 PM, we will respond the next business day.

- Black-out dates that no maintenance will be performed are Thanksgiving Day, Christmas Eve (After 12:00 Noon), Christmas Day, New Year's Eve (After 12:00 Noon), and New Year's Day.

- Any locks that are present on outlets that need to be used for a power source will be cut off if not removed prior to our arrival if the customer is not able to be reached.

- No person outside of TPG Lighting may tamper with the lights, hardware, controllers, power supplies, or electrical cords related to the project.

- Upon completion of the installation, the final 50% balance payment is due within 1 day for Residential customers and 30 days for Commercial customers. If the final balance is not paid within this time-frame, the lights will be turned off and the customer will be locked out of the lighting system. When the final balance payment is made, the lighting functions will be released to the customer.

- The Customer consents to grant access to any areas on the property that we deem necessary for installation and maintenance of the lighting product.

- In some cases, a lift may be used on the property. We are extremely careful when operating aerial lifts, but tire/tread indentions are to be expected if it necessary for the lift to drive over soft soil/turf. If there are any damages apart from the grass/lawn/sod, we will replace the landscaping as needed. There may also be light tire/track marks on pavers or concrete which we are not liable for.

- The customer consents to allow TPG Lighting to use permanent hardware and mounting items as the contractor sees fit to complete the installation.

- In the interest of the final product appearing as orderly as possible, TPG Lighting may use conduit mounted to walls or other methods to neatly organize wires related to the lighting. It is the responsibility of the customer to paint those items if desired after installation completion.

Services subtotal: $27,714.16

Subtotal	$27,714.16
Tax (Additional Sales Tax 7%)	$0.00
Total	**$27,714.16**

Thank you for the opportunity to do business with you!
With our customers, we've earned a reputation of excellent service and look forward to showing you that it is well-deserved. We sincerely appreciate and value your business and look forward to a relationship that lasts a lifetime.
Welcome to the TPG Lighting family!

TPG Lighting

TPG Lighting, LLC

ESTIMATE	#1114
ESTIMATE DATE	Oct 1, 2024
TOTAL	$91,059.37

Avalon Groves CDD
17555 Sawgrass Bay Blvd
Clermont, FL 34714

(352) 360-5718

CONTACT US

P.O. Box 471126
Lake Monroe, FL 32747

(407) 413-0442
tpglighting@gmail.com

ESTIMATE

Services	qty	amount
Install - GFCI Outlet	1.0	$91,059.37

Installation of (6) GFCI outlets according to the installation map.
Includes the installation of electrical meters and panels at all outlet locations
Includes directional boring at two locations (Edgemont monument locations)

All electrical work will be preformed by JPS Electrical Services (TPG Lighting's Electrical Subcontractor)

JPS, electrical services will provide all work in accordance with the national and local electrical code, and in accordance with the plans cited above. JPS electrical services will provide labor, supervision, and project management to meet mutually agreed-upon schedules.

All permits will be pulled and held by JPS Electrical Services
JPS Electrical Services will work directly with the local power company for the installation process

- JPS ELECTRICAL SERVICES's liability for CUSTOMER's damages will, in the aggregate, not exceed $1,000,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall JPS ELECTRICAL SERVICES, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CUSTOMER or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or JPS ELECTRICAL SERVICES's performance or non-performance of services pursuant to this Agreement. Limitations of liability provided herein will apply whether JPS ELECTRICAL SERVICES's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include JPS ELECTRICAL SERVICES's officers, affiliated corporations, employees, and subcontractors.

Services subtotal: $91,059.37

Subtotal	$91,059.37
Tax (Additional Sales Tax 7%)	$0.00
Total	**$91,059.37**

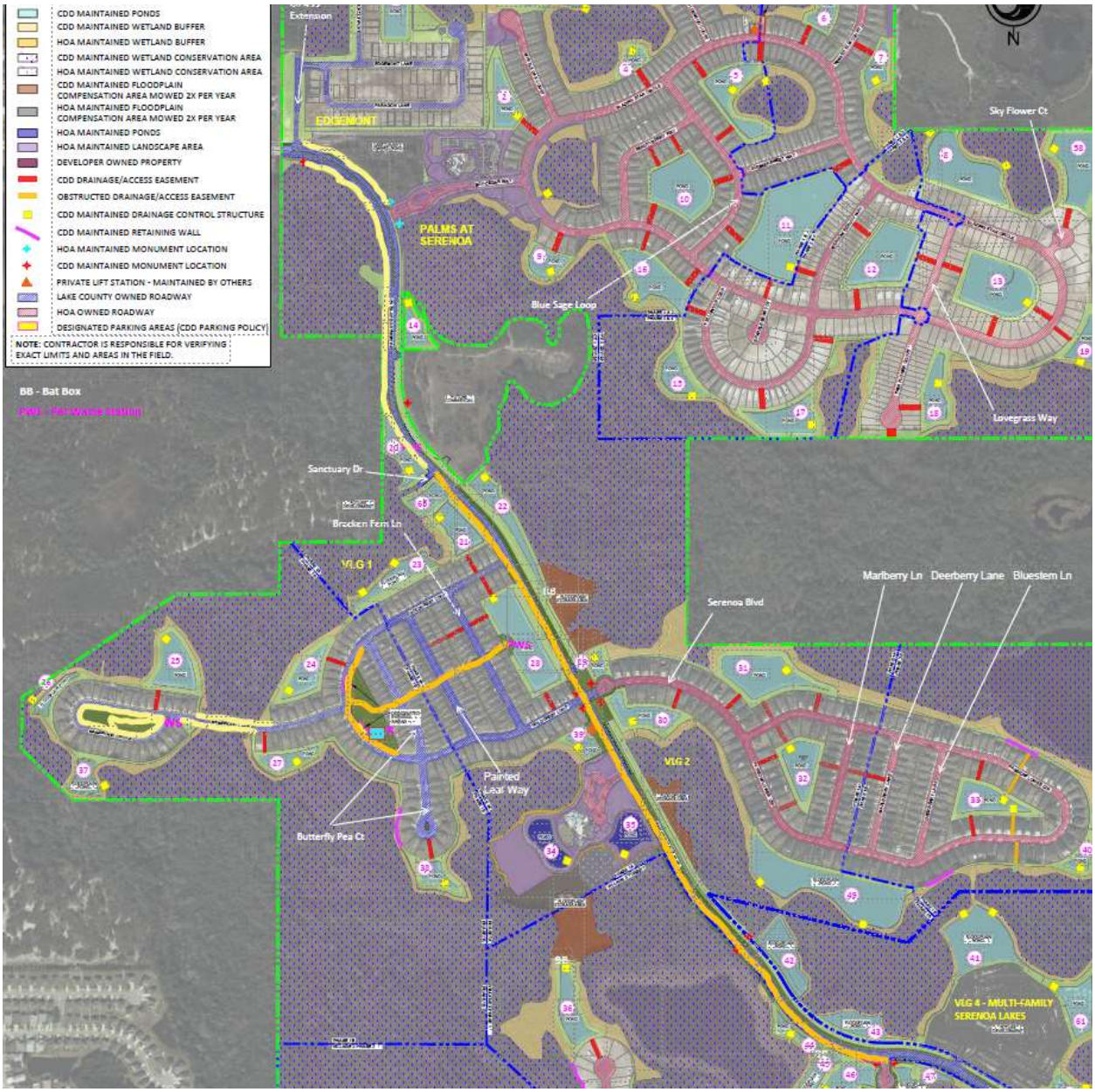
Thank you for the opportunity to do business with you!
With our customers, we've earned a reputation of excellent service and look forward to showing you that it is well-deserved. We sincerely appreciate and value your business and look forward to a relationship that lasts a lifetime.
Welcome to the TPG Lighting family!

EXHIBIT 14

September 2024 Sidewalk Pressure Washing Request

Main Proposal: 3 gold sections – a long strip of sidewalk along Sawgrass Bay Blvd from Sanctuary Drive to the Village 3 entrance, and the Goldcrest Loop common area and walkway from Goldcrest Loop to the pond

Option: yellow sections – Basswood island, Basswood roadway, Edgemont to Palms at Serenoa, and Edgemont to Sanctuary Blvd, and Goldcrest Loop playground equipment if service offered



Fireman Toms Pressure Washing co.

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

Estimate

ADDRESS
Avalon Groves CDD
Avalon Groves
Clermont
Fl

ESTIMATE 240930-01
DATE 09/30/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Sidewalk Pressure Washing	Sawgrass bay (Sanctuary dr. to village 3): - Pressure wash the sidewalks with surface cleaners that are highlighted gold on the map provided, followed by an algaecide post treatment.	36,632	0.13	4,762.16
	Sidewalk Pressure Washing	Gold crest loop common area/walkway to pond: - Pressure wash the sidewalks with surface cleaners that are highlighted gold on the map provided, followed by an algaecide post treatment.	12,905	0.13	1,677.65

- All areas are chemically washed and pressure cleaned. We use various cleaning techniques, different levels of pressure, and different strengths of an algaecide solution, to maximize the cleaning while protecting the various surfaces and plant life. The purpose is to remove algae, dirt, mold, mildew, bugs, nests, and debris. The procedure followed and solution used is the established guidelines set forth by The Painting and Decorators Contractors of America Association. We will pressure wash the surfaces using tanked water.

TOTAL **$6,439.81**

Thank you for your business.

Accepted By

Accepted Date

Fireman Toms Pressure Washing co.

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

Estimate

ADDRESS
Avalon Groves CDD
Avalon Groves
Clermont
Fl

ESTIMATE 240930-02
DATE 09/30/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Sidewalk Pressure Washing	Basswood island: - Pressure wash the sidewalks with surface cleaners that are highlighted yellow on the map provided, followed by an algaecide post treatment.	9,265	0.13	1,204.45
	Sidewalk Pressure Washing	Basswood roadway: - Pressure wash the sidewalks with surface cleaners that are highlighted yellow on the map provided, followed by an algaecide post treatment.	5,010	0.13	651.30
	Sidewalk Pressure Washing	Edgemont to sanctuary Blvd: - Pressure wash the sidewalks with surface cleaners that are highlighted yellow on the map provided, followed by an algaecide post treatment.	20,920	0.13	2,719.60
	Sidewalk Pressure Washing	Edgemont to palms at Serenoa: - Pressure wash the sidewalks with surface cleaners that are highlighted yellow on the map provided, followed by an algaecide post treatment.	3,250	0.13	422.50

- All areas are chemically washed and pressure cleaned. We use various cleaning techniques, different levels of pressure, and different strengths of an algaecide solution, to maximize the cleaning while protecting the various surfaces and plant life. The purpose is to remove algae, dirt, mold, mildew, bugs, nests, and debris. The procedure followed and solution used is the established guidelines set forth by The Painting and Decorators Contractors of America Association. We will pressure wash the surfaces using tanked water.

TOTAL **$4,997.85**

Thank you for your business.

Accepted By

Accepted Date

Fireman Toms Pressure Washing co.

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

Estimate

ADDRESS
Avalon Groves CDD
Avalon Groves
Clermont
Fl

ESTIMATE 240930-03
DATE 09/30/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Gold crest loop playground	Pressure wash the goldcrest loop playground.		125.00	125.00

- All areas are chemically washed and pressure cleaned. We use various cleaning techniques, different levels of pressure, and different strengths of an algaecide solution, to maximize the cleaning while protecting the various surfaces and plant life. The purpose is to remove algae, dirt, mold, mildew, bugs, nests, and debris. The procedure followed and solution used is the established guidelines set forth by The Painting and Decorators Contractors of America Association. We will pressure wash the surfaces using tanked water.

TOTAL **$125.00**

Thank you for your business.

Accepted By

Accepted Date

EXHIBIT 15

STEADFAST
ENVIRONMENTAL



Avalon Groves CDD Aquatics

Inspection Date:

9/17/2024 7:55 AM

Prepared by:

Lee Smith

Account Manager

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

SITE: 41

Condition: Excellent ✓Great Good Poor Mixed Condition Improving





Comments:

Nuisance grasses were observed along the shoreline of this pond in moderate amounts. It is a mix of vegetation consisting of Torpedo grass, slender spikerush and ..... Our technician is aware and will be treating this area accordingly during the next visit.

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

SITE: 42

Condition: Excellent Great ✓Good Poor ✓Mixed Condition Improving





Comments:

Looks like the landscaping crew isn't mowing around this pond. Moderate amounts of nuisance grasses were observed, as well as some surface algae in minor amounts. Technician will continue to treat where necessary and make as much progress on this pond as possible.

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

SITE: 43

Condition: Excellent Great ✓Good Poor ✓Mixed Condition Improving





Comments:

This pond also isn't being mowed around. Nuisance grasses were also present around the perimeter. Technician will target this growth during future maintenance events.

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

SITE: 44

Condition: Excellent ✓Great Good Poor Mixed Condition Improving





Comments:

Only thing to note in this pond was some torpedo grass around the perimeter. Routine maintenance and monitoring will occur here.

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

SITE: 45

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





Comments:

This pond is in excellent condition. No nuisance vegetation observed.

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

SITE: 46

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





Comments:

This pond is also in excellent condition. Technician will continue on with routine treatments and monitoring.

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

SITE: 47

Condition: Excellent ✓Great Good Poor Mixed Condition Improving





Comments:

Some minor torpedo grass growth was observed around the edge of this pond. Will be addressed during the next visit.

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

SITE: 48

Condition: Excellent ✓Great Good Poor Mixed Condition Improving





Comments:

Torpedo grass was present within the water of this pond in some areas. Routine maintenance and monitoring will occur here.

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

SITE: 49

Condition: Excellent ✓Great Good Poor Mixed Condition Improving





Comments:

Subsurface algae growth was present along parts of the perimeter. This growth was accompanied by some Torpedo grass growth as well. Both nuisance species will be treated accordingly during the upcoming treatment event.

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

SITE: 50

Condition: Excellent ✓Great Good Poor Mixed Condition Improving





Comments:

Torpedo grass was present along the perimeter of this pond. Technician will target this growth during the next visit.

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

MANAGEMENT SUMMARY



As we exit August, the rainy season continues. High temperatures and abundant Floridian sunshine cause any effluents washed into the ponds to cause rapid algae blooms in some ponds. Hopefully as the season shifts, we will see a change in the conditions that influence the ponds. The days will continue to shorten in length as the temperatures begin to cool, both working in favor of the pond's aesthetics, as these will result in decreased growth rates for surface algae. Additionally, the seasonal rain events that were commonplace will taper off as the month progresses, which will have the effect of lowering water levels across most ponds. Assuming temperatures decrease, and dissolved oxygen levels in the water lower due to decreased rainfall stagnating pond waters, it is possible that the changing conditions result in some fish kill events. It is important to be aware that these events are caused by the water quality of the ponds, and are not due to treatments targeted against nuisance algae and vegetation.

In most ponds inspected, algae activity was present in only minor amounts. There were only a few ponds that were experiencing some minor growth, and they have been added to the technician's notes to address next visit. Nuisance grasses were present around the perimeters of several ponds. Our Technician will administer the proper treatments to abate this growth which has bloomed during these warm summer months. We are still in the peak growing season, and progress against algae and nuisance grasses is made slow since regrowth rates are high. As conditions shift over the course of the month, eradication results will be sure to become more apparent. Our technicians are aware, have these areas on their radar, and will continue with routine treatments and monitoring.

For the time of year that it is, the Avalon Groves ponds are in great condition.

One thing to note: there were several ponds that seemed like the landscapers weren't mowing around. May need to inquire about this as a few of the pond banks are starting to get pretty overgrown.

RECOMMENDATIONS

Continue to treat ponds for algae, administer follow-ups to ponds experiencing extended decay times.

Administer treatments to any nuisance grasses growing along exposed shorelines and within beneficial plants.

Continue to apply treatment to overgrown littoral areas.

Avoid over treating ponds, to prevent fish kills or toxic blooms.

Stay alert for debris items that find their way to the pond’s shore.

Thank you for choosing Steadfast Environmental!

MAINTENANCE AREA

STEADFAST ENVIRONMENTAL

Avalon Groves CDD

Sawgrass Bay Blvd, Clermont

Gate Code:



STEADFAST
ENVIRONMENTAL



Avalon Groves CDD Aquatics

Inspection Date:

10/16/2024 9:12 AM

Prepared by:

Lee Smith

Account Manager

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

Inspection Report

SITE: 51

Condition: Excellent ✓Great Good Poor Mixed Condition Improving





Comments:

Very minor amounts of subsurface algae and Torpedo grass present in this pond. Technician will address this growth during the next visit.

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

SITE: 52

Condition: Excellent Great Good Poor ✓Mixed Condition Improving





Comments:

Filamentous algae growth was observed in moderate amounts throughout. Also minor amounts of torpedo grass growth along the shoreline. Technician will treat this growth accordingly during future maintenance events.

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

SITE: 53

Condition: Excellent ✓Great Good Poor Mixed Condition Improving





Comments:

Only thing to note in this pond was minor torpedo grass growth along the edge. Routine maintenance and monitoring will occur here.

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

SITE: 54

Condition: Excellent ✓Great Good Poor Mixed Condition Improving





Comments:

Nuisance grass growth, including Torpedo grass and Slender Spikerush, was observed along the shoreline. Technician will target this growth during the next visit.

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

Inspection Report

SITE: 55

Condition: Excellent ✓Great Good Poor Mixed Condition ✓Improving





Comments:

Minimal slender spikerush and torpedo grass growth observed along the edge. Some of which does appear to be decaying from previous treatment. Our technician will continue to apply the proper treatments to combat this growth.

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

SITE: 56

Condition: Excellent ✓Great Good Poor Mixed Condition Improving





Comments:

Very minimal torpedo grass growth creeping into the water from the shoreline. Pond is in great condition otherwise.

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

SITE: 57

Condition: Excellent ✓Great Good Poor Mixed Condition Improving





Comments:

Torpedo grass and Slender Spikerush growth was also observed in this pond in moderate amounts. Technician will treat accordingly during future visits.

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

SITE: 58

Condition: Excellent Great ✓Good Poor Mixed Condition Improving





Comments:

Torpedo grass and scattered surface algae was present along some areas of the shoreline. This growth will be targeted by the technician.

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

Inspection Report

SITE: 59

Condition: Excellent Great ✓Good Poor Mixed Condition Improving





Comments:

Surface algae and torpedo grass was also found along the edge of this pond. Routine maintenance and monitoring will occur here.

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

SITE: 60

Condition: Excellent Great Good Poor ✓Mixed Condition Improving





Comments:

This pond contains a mixture of surface algae and nuisance grasses. A lot of the grasses do appear to be in a state of decay from previous treatment. Our technician will continue to target these areas moving forward.

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

MANAGEMENT SUMMARY



Through October, the conditions that influence the ponds are seeing a slight turn. Nights & mornings are starting to cool off, and as temperatures cool and days shorten in length; both of these have the effect of decreasing growth rates for surface algae and nuisance species alike. Occasional heavy rains are still common, but the hurricane season is coming to an end which means that these rains should tamper off as the month progresses. Pond levels are high, and a large influx of water usually has the benefit of resetting pond biology by allowing nutrients in the water column to exit the pond into the wetlands. Decreased water temperatures and sudden wind and rain are both capable of stressing fish populations, and contribute to the occasional fish kill. This is normal for early fall (or due to an extended summer) and are not primarily caused by treatments targeted against nuisance algae and vegetation.

Hopefully as conditions enter a true fall phase, and plant growth slows, technicians will be able to switch from reactive & preventative treatment methods (which were directly combating rapid new growth) to proactive treatments (to begin to make headway in overgrown areas of select ponds now that regrowth rates are starting to slow).

At the time of this inspection, many of the Avalon Groves ponds were in good or great condition. Across most ponds algal activity was present in minor to moderate amounts. Any ponds with notable amounts will be on our technician's radar for future visits. Nuisance grasses, specifically Slender Spikerush and Torpedo grass, were present along some of the shorelines. A lot of this grass growth did appear to be decaying already. We will continue on with routine treatment with the goal of eradicating as much of this nuisance vegetation as possible.

RECOMMENDATIONS

Continue to treat ponds for algae, administer follow-ups to ponds experiencing extended decay times.

Administer treatments to any nuisance grasses growing along exposed shorelines and within beneficial plants.

Continue to apply treatment to overgrown littoral areas.

Avoid over treating ponds, to prevent fish kills or toxic blooms.

Stay alert for debris items that find their way to the pond’s shore.

Thank you for choosing Steadfast Environmental!

MAINTENANCE AREA

STEADFAST ENVIRONMENTAL

Avalon Groves CDD

Sawgrass Bay Blvd, Clermont

Gate Code:



EXHIBIT 16

Proposal

Steadfast Environmental, LLC
30435 Commerce Drive Ste 102 | San Antonio, FL 33576
813.836.7940 | office@steadfastenv.com
www.SteadfastEnv.com

Date 9/19/2024 **Proposal #** 1321

Customer Information		Project Information	Avalon Groves Gambusia Stocking
Avalon Groves CDD DPFG, Inc. District Manager 15310 Amberly Dr. Suite 175 Tampa, FL 33647	**Contact** **Phone** **E-mail** dpfginvoices@payablesloc... **Account #**	Avalon Groves CDD Gambusia Stocking 2024 **Proposal Prepared By:** Kevin Riemensperger **Type Of Work** Fish Stocking	

Steadfast Environmental, LLC. proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Purpose: Stocking of 30,000 Gambusia into ponds 10-13, 18, 19, 29, 32, 33, 39, 50-59 for the purpose of controlling Mosquito populations. Additional benefits include improvement of the pond's local ecosystem, Midge fly larvae reduction, & boosting the pond's biological productivity among others. Total area of water to be stocked measures 29.58AC. *Fish availability subject to seasonal & economic factors. Fish will be acclimated into pond water and then released. EST Timeframe: 1 Day		6,500.00

Total $6,500.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20_____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____

FLORIDA'S AQUATIC MIDGE FLIES

IDENTIFICATION AND CONTROL

Order: Diptera **Family:** Chironomidae **Genus & Species:** 700+ Southeastern United States

Also called blind mosquitoes, these midge flies are insects often found swarming around lakes, ponds and waterways. They look like a mosquito but don't bite, sting, suck blood or transmit disease. Midges belong to a very large and diverse family of aquatic insects. Their egg, larvae and pupae stages occur in water. The flying adults emerge from the water surface in large numbers from our lakes, ponds wetlands.



Midge flies are ubiquitous throughout Florida, North America and the world. They successfully inhabit many different aquatic ecosystems including both neighborhood storm water drainage systems and large natural lakes where they serve as an important food source for other aquatic insects, amphibians, fish and birds.

MIDGE FLY LARVA

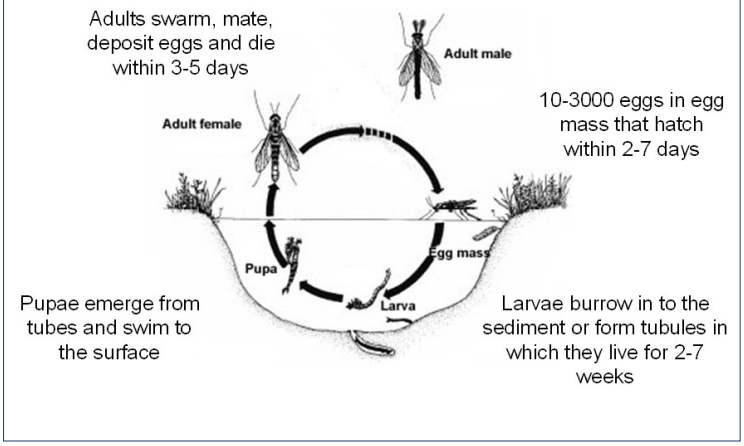


Many species of midge flies have red colored larvae, commonly called blood worms, that burrow into the bottom muck and feed on suspended organic particles and algae drifting by. One curious exception is the free-swimming predatory and transparent phantom midge whose diet includes larger zooplankton, other insect larvae and most any organism small enough for them to capture and eat. Florida phantom midges are less common than blood worms and are often found inhabiting deeper areas of lakes.

THE PROBLEM WITH MIDGE FLIES

Midge larvae have evolved to survive and prosper under difficult environmental conditions commonly occurring in many of our community lakes and ponds that have excessive nutrient loading, murky water, organic muck accumulation and low dissolved oxygen levels. These same water quality problems that favor midges also prevent midge predators such as fish and other aquatic insects from preying on them. This allows midges to form monocultures across a lake's bottom and reproduce in extremely large numbers often exceeding 4,000 larvae per square meter! Out-of-control midge larvae populations can become a terrible annoyance, inconvenience and even a health hazard to waterside residents when they metamorphose into adult flies.

MIDGE FLY LIFE CYCLE



Aquatic Systems
LAKE & WETLAND SERVICES
2100 NW 33RD ST • POMPANO BEACH, FL 33069
1-800-432-4302 • WWW.AQUATICSYSTEMS.COM



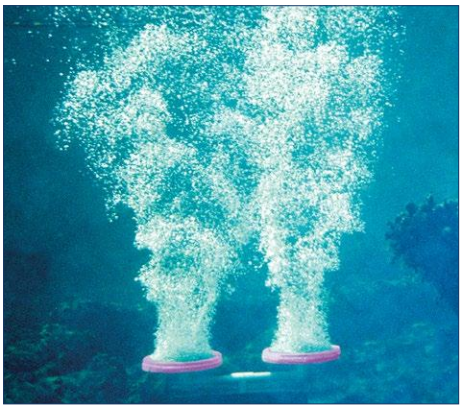
Midge fly swarming occurs in Florida year-round but is strongest each spring and fall when adults emerge from the water surface at night in huge numbers. They can make outdoor activities unpleasant and are attracted to lights in houses, porches and street lamps where they land in large numbers blanketing, discoloring, staining and damaging the exterior surfaces of buildings, cars and businesses. A secondary phenomenon is the rapid increase in the local spider population reacting to the midge flies as a food source. Residents find their eaves, porches and windows covered in spider webs full of decaying midges and smelling like dead fish.

FIVE STEPS TO SAFELY AND SUSTAINABLY REDUCING MIDGE FLY POPULATIONS

Managing midge fly populations below nuisance levels requires a multidisciplinary approach to achieve successful long-term control.

1. Lake management efforts should be focused on improving water quality

- Lowering phosphorus levels reduces recurring algae blooms that feed midge larvae
- Preventing or diverting watershed runoff lowers phosphorus, nitrogen and organic detritus
- Avoiding reclaimed wastewater discharges prevents phosphorus, nitrogen and ammonia problems
- Appling algaecides reduces algae blooms, a major larvae food source



2. Install a bottom diffused aeration system

- Aeration raises dissolved oxygen thus accelerating the oxidation of decaying organic content – a key food source that filter feeding midge larvae rely on.
- Raising bottom oxygen levels above 3-4 PPM will allow predatory fish to reach and attack the larvae population hiding in the deeper bottom waters and sediments
- Higher oxygen levels help reduce phosphorus, nitrogen and algae growth improving the lake's overall water quality, clarity and beauty.



3. Manage your fisheries

- Survey your fisheries
- Maintain a predatory fish population that feeds on midge larvae
  - Stock the correct quantity of fish for your lake's midge species and density
  - Restock yearly to maintain abundant fish populations

Aquatic Systems
LAKE & WETLAND SERVICES

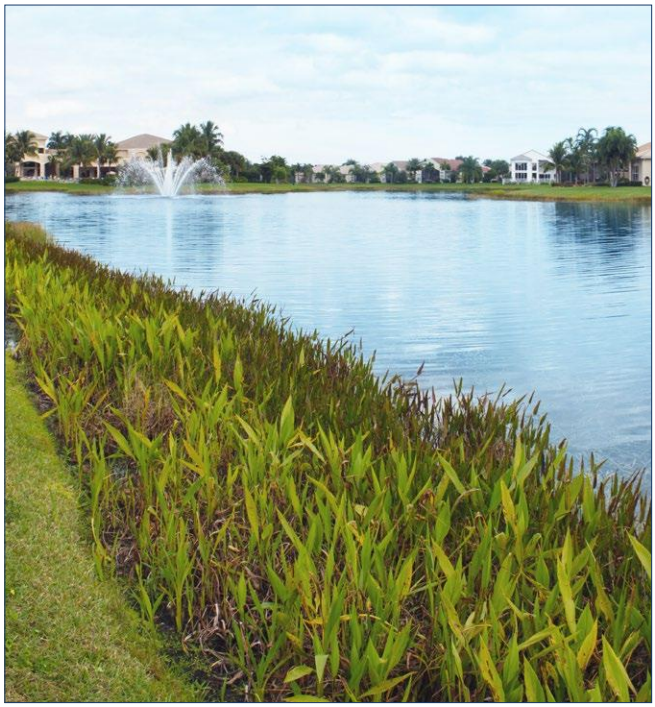
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1-800-432-4302 • WWW.AQUATICSYSTEMS.COM

4. Apply biological larvicides

- Conduct a midge survey to determine locations, types and density of larvae
- Develop a treatment plan utilizing a series of timed applications to disrupt their reproduction cycle
- Employ biological products now available for midge control
  - Provide faster, longer lasting and less expensive control
  - Targets mosquito and midge fly larvae

5. Develop a healthy and diverse shoreline littoral habitat

- Native plantings provide cover and shelter to midge predators including fish, amphibians, birds and dragonfly nymphs and adults
- Many hardy attractive native flowering species to choose from including arrowhead, pickerelweed, canna lily and blue flag iris



SOME MIDGE FLIES ARE BENEFICIAL

A swarm of midge flies by your Florida lake, pond or waterway is a major nuisance, and it may seem like a good idea to be rid of them all. However, a healthy, balanced midge fly population below nuisance levels, is best for a waterway's overall fisheries and aquatic ecology. With a proven, proactive approach to larvae management, midge fly problems can be quickly and sustainably resolved.

DON'T LET MIDGE FLIES KEEP YOU INSIDE.

We're here to help you understand and resolve your midge fly problems today.

REFERENCES

- Lobinske,J and Cichra,E and Ali,A "Predation by Bluegill (Lepomis macrochirus) on Larval Chironomidae (Diptera) in Relation to Midge Standing Crop in Two Central Florida Lakes - Florida Entomologist 85(2):372-375. 2002
- J. L. Callahan and C. D. Morris "Survey of 13 Polk County, Florida Lakes for Mosquito (Diptera: Culicidae) and Midge (Diptera: Chironomidae) Production - The Florida Entomologist Vol. 70, No. 4, pp. 471-478, Dec. 1987
- Darold P. Batzer "Trophic Interactions Among Detritus, Benthic Midges, and Predatory Fish in a Freshwater Marsh" Ecological Society of America, Vol. 79, Issue 5, pp. 1688-1698, July 1998
- Kenneth T. Gioeli, R. Leroy Creswell, Jeffrey P. Gellermann, Edward A. Skvarch, and Philip G. Koehler "Managing Pestiferous Freshwater Aquatic Midge Emergences from Storm Water Retention Ponds" ENY-856, Entomology and Nematology Department, UF/IFAS Extension. October 2009.
- Hudson, Patrick L.; Lenat, David R.; Caldwell, Broughton A.; and Smith, David, "Chironomidae of the Southeastern United States: A Checklist of Species and Notes on Biology, Distribution, and Habitat" US Fish & Wildlife Publications. 173. 1990

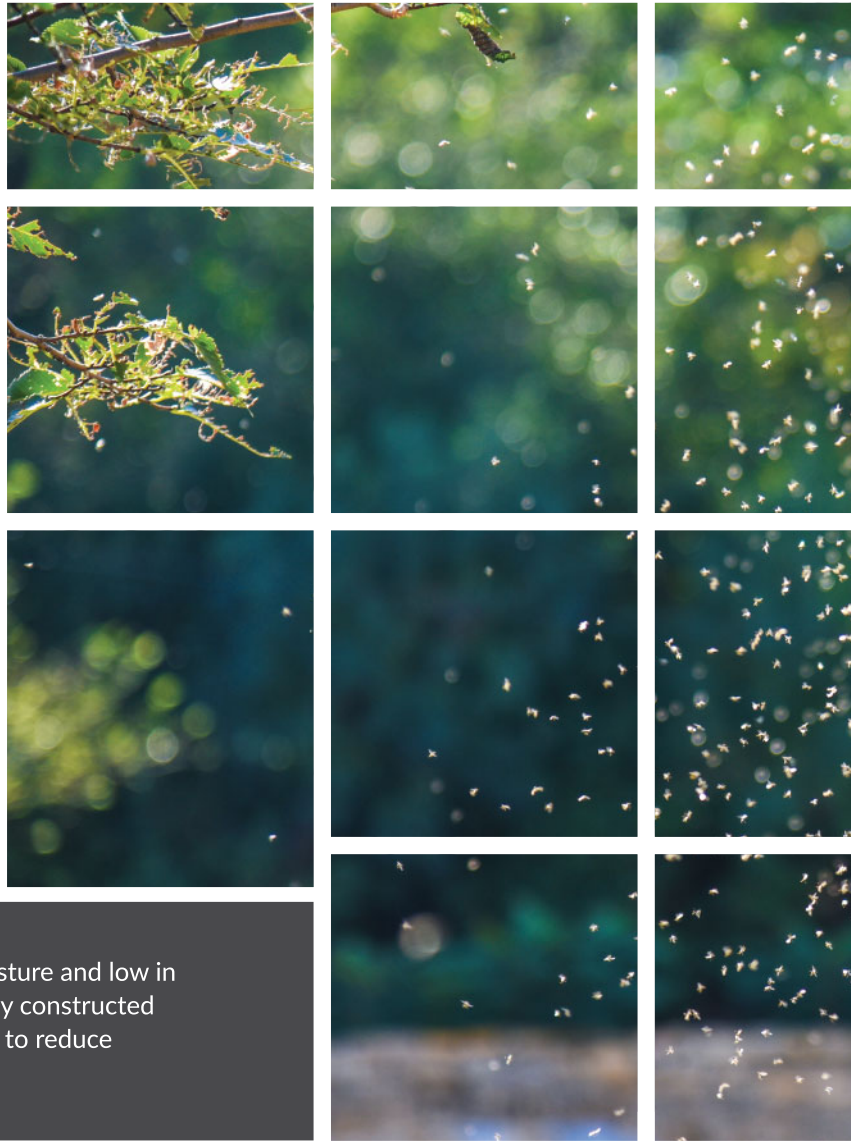
Aquatic Systems
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STEADFAST
ENVIRONMENTAL

ARE SWARMS OF **BUGS** KEEPING YOU INSIDE?

Aquatic midge flies are non-biting insects found in wetlands throughout Florida and are known by many common names including blind mosquito and fuzzy bill. Part of the family Chironomidae, midge flies have existed since the Triassic period, before the dinosaurs, and even survived the extinction event that wiped them out. They do not bite, suck blood, or carry disease like true mosquitoes do, so they are more of a nuisance than anything.



Midge fly populations grow exponentially in areas high in moisture and low in predators, conditions which may be common around artificially constructed spaces. Despite this, there are a few strategies you can follow to reduce activity around the home and community spaces:

PREVENTION

Midge flies use standing water or high moisture areas to breed and are attracted to lights. By removing sources of water & light, midges will be less likely to breed directly next to your home reducing midge activity.

- Get rid of any standing water and fix any moisture issues around the home. Empty birdbaths, buckets, pots, or containers that are filled with stagnant water.
- Your lawn soil should not be too damp. Midge flies are more than capable of breeding in the soil if sufficient moisture is present. You may need to address drainage issues in your yard.
- Use dim lights or remove them from near doors or windows. Yellow sodium-vapor lights are better suited for outdoors, to keep the midges away from your home.
- Relocate lighting away from areas of high activity. Tinted pink or orange lights are also helpful to prevent attracting midge flies.

EVASION

Understanding what attracts midge flies can help you to avoid swarms in certain places or times.

- Avoid wearing all white or all black clothing. Midges are attracted to these colors.
- Midges are attracted to areas of warmth and shade depending on the ambient temperature. Avoid warm machinery during cool mornings and evenings, and shade during the middle of the day.
- Midges are most active at dawn & dusk. Try to reduce activity during these times.
- During the middle of the day, to avoid the intensity of high sunlight or high winds, midges will settle into the grass. It may be better to plan activities during this part of the day.

AVERSION

By creating an environment harmful to midge flies, you can actively reduce the numbers around your homes and community spaces.

- Using an electric fan to generate wind currents or a burning mosquito coil will reduce numbers on a localized area.
- The installation of bat boxes and bird houses can invite predators to feed on the adult midge flies.
- A mixture of apple cider vinegar into a bowl with a few drops of washing up liquid can be deadly to Midge flies. This mixture will lure midges in and drown them.
- Apply insect repellent to drive them away.

CONTACT US:
30435 Commerce Drive, Unit 102 San Antonio, FL 33576
Phone : 813-836-7940 Web : www.steadfastenv.com

EXHIBIT 17

Down to Earth
Landscape & Irrigation
PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #93703

Customer Address
Vesta Property Services
Mark C. Isley
250 International Pkwy, Ste 208
Lake Mary, Florida 32746
misley@vestapropertyservices.com

Billing Address
Kyle Darin
Vesta Property Services
13810 Sutton Park Drive North
Jacksonville, FL 32224

Physical Job Address
Avalon Groves CDD
17555 Sawgrass Bay Blvd.
Clermont, FL 34714

Job	Estimated Job Start Date	Proposed By	Due Date
Butterfly Pea Ct	September 2, 2024	Justin Sarka	

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep				$650.00
Disposal Fee	Each	1	$89.99	$89.99
Delivery Fee	Dollar	1	$64.99	$64.99
Irrigation Labor	Each	1	$85.00	$85.00
Liriope Big Blue Installed	3 Gallon	150	$21.88	$3,282.00
			Subtotal	**$4,171.98**
			Job Total	**$4,171.98**

Remove transplanted palmettos and install liriope.

Proposed By:

Justin Sarka — Down to Earth Landscape & Irrigation

08/22/2024 — Date

Agreed & Accepted By:

_____ — Vesta Property Services

_____ — Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at https://dtelandscape.com/terms-and-conditions/.

EXHIBIT 18

Down to Earth
Landscape & Irrigation
PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #95950

Customer Address
Vesta Property Services
Mark C. Isley
250 International Pkwy, Ste 208
Lake Mary, Florida 32746
misley@vestapropertyservices.com

Billing Address
Kyle Darin
Vesta Property Services
13810 Sutton Park Drive North
Jacksonville, FL 32224

Physical Job Address
Avalon Groves CDD
17555 Sawgrass Bay Blvd.
Clermont, FL 34714

Job	Estimated Job Start Date	Proposed By	Due Date
Pine Bark Mulch Install 2024	September 30, 2024	Justin Sarka	

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Mulch Installation				
Pine Bark Mulch	Cubic Yard	175	$65.00	$11,375.00
Pickup and Delivery Fee	Dollar	1	$300.00	$300.00
			Subtotal	**$11,675.00**
			Job Total	**$11,675.00**

Scope of work:

Complete tree rings on basins that were missed at previous install.

Proposed By:

Justin Sarka — 09/19/2024
Down to Earth Landscape & Irrigation — Date

Agreed & Accepted By:

Vesta Property Services — Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at https://dtelandscape.com/terms-and-conditions/.

EXHIBIT 19

Down to Earth
Landscape & Irrigation
PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #97270

Customer Addres
Vesta Property Services
Mark C. Isley
250 International Pkwy, Ste 208
Lake Mary, Florida 32746

Billing Addres
Kyle Darin
Vesta Property Services
13810 Sutton Park Drive North

Physical Job Addre
Avalon Groves CDD
17555 Sawgrass Bay Blvd.

Job	Estimated Job Start Date	Proposed By	Due Date
Brush Cut Tract Behind Alligator	October 14, 2024	Justin Sarka	

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Brush Hog				
Brush Hog	Each	1	$2,927.89	$2,927.89
			Subtotal	**$2,927.89**
			Job Tota	**$2,927.89**

Scope of Work;

Brush Hog CDD tract that was not maintained when DTE took over contract.

Proposed By:

Justin Sark — Down to Earth

10/02/2024 — Date

Agreed & Accepted By:

_____ — Vesta Property Services

_____ — Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by “No Cuts”, if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at https://dtelandscape.com/terms-and-conditions/.

EXHIBIT 20

Down to Earth
Landscape & Irrigation
PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #95208

Customer Address
Vesta Property Services
Mark C. Isley
250 International Pkwy, Ste 208
Lake Mary, Florida 32746
misley@vestapropertyservices.com

Billing Address
Kyle Darin
Vesta Property Services
13810 Sutton Park Drive North
Jacksonville, FL 32224

Physical Job Address
Avalon Groves CDD
17555 Sawgrass Bay Blvd.
Clermont, FL 34714

Job	Estimated Job Start Date	Proposed By	Due Date
Irrigation repairs after controller replacement	September 23, 2024	Bismark Quiles	

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Irrigation Installation				
Irrigation Labor				$425.00
Hunter ICD Decoder 1 station for use with ACC Controllers	Each	3	$346.94	$1,040.82
DBRY 3M Wire Nut	Each	8	$5.10	$40.80
			Subtotal	**$1,506.62**
			Job Total	**$1,506.62**

This opportunity is for completed the repair damage by lighting on the valves after controller was installed and inspected.

Estimates require a 50% deposit to order and schedule any approved work.

Proposed By:

Bismark Quiles — 09/04/2024
Down to Earth Landscape & Irrigation — Date

Agreed & Accepted By:

Vesta Property Services — Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at https://dtelandscape.com/terms-and-conditions/.

EXHIBIT 21

Post Hurricane Milton Field Requests

Entry #	Date Created	Your Name	Address - Street Address	Maintenance Category	Message
34	2024-10-15 1	Jacoby	3457 Meadow Beauty Way, Clermont, FL 34714	Landscape and Irrigation	I live at 3457 Meadow Beauty Way (Palms at Serenoa). The tree behind my house has been dead for some time, has a host growing from it, and is now leaning from the storm. It needs to be removed. Thanks. --Lisa Jacoby
33	2024-10-12 2	Deslauriers	17613 Serenoa Blvd	Landscape and Irrigation	One of the trees that I reported leaning over after Hurricane Ian has now been blown over further by Hurricane Milton.
32 - Street signs are Lake County or HOA - directed resident to Lake County	2024-10-11 1	Kahler	17047 Goldcrest Loop	Other/Multiple	This Goldcrest Loop/Bracken Fern street sign became bent both in the sign and in the ground several years ago during a storm and continues to get worse and worse with every hurricane (and even some regular thunderstorms). It is in Village 1 on the Ryan Homes side. We truly thought it was going to be gone with Hurricane Milton. We have concerns it will become a projectile into a window of our home or any of the ones around us. It needs to be straightened and reinforced to protect the homes around it.
31	2024-10-11 0	Ferrara	3608 Sky flower ct	Landscape and Irrigation	Trees down behind our home. Some limbs are hanging from big trees and tall leaning trees. These are the tall trees in front of the pond Directly behind our house. Concerned because if there is another storm this could cause damage.
30	2024-10-11 0	Budzynski	17346 Blazing Star Circ	Other/Multiple	Pond behind our house has multiple trees down from storm
28	2024-10-10 2	Acevedo	17350 Blazing star circle	Other/Multiple	There are two trees that have been destroyed.

Post Hurricane Milton Field Requests

Entry #	Date Created	Your Name	Address - Street Address	Maintenance Category	Message
27 - Street signs are Lake County or HOA - directed resident to Palms HOA	2024-10-10 1	Mesonero	3476 twin flower ct Clermont Fl	Other/Multiple	My corner Twin Flower Ct.sign and combination stop sign is bent downward from the Hurricane on my block. It looks like it will fall to the ground.
6	2024-10-15 (	Deslauriers		Streetlights	Sanctuary Pole # 2 has had its solar panel blown off.
3	2024-10-11 (	DELOSA		Streetlights	Pole 91 on Butterfly Pea Ct is still laying accross the sidewalk and in the street unmarked and a considerable risk to predestrians and traffic. I understand this is an emergency situation and the final repair may take time BUT someone can come to this request and assess this situation then cone and tape this off.
2	2024-10-10 (	DELOSA		Streetlights	Additional information Pole # 91 on Butterfly Pea Ct and Pole # 145 at the Serenoa Clubhounde are both damaged. Pole #91 is in the street and pole # 145 is leaning to the main access of the clubhouse.
1	2024-10-10 (	DELOSA		Streetlights	Street Light at about 17516/20 Butterfly Pea Ct was knocked down by the Milton Winds it is laying in the street.
EMAIL	10/10/2024	Ward	2498 Alligator Flag Ct	Streetlights	It looks like Milton blew loose a cable from the streetlight in front of my house. It is now kindly alerting passersby when there is wind as it clangs against the pole.
EMAIL	10/11/2024	Moline	HOA Coordinator	Edgemont Fence	Edgemont fence damages - Several sections of fence have been blown out and quite a few trees are leaning due to Milton. He didn't take photos of the trees.

EXHIBIT 22

Avalon Groves CDD Supervisor Liaisons

Landscape and Environmental (Gene Mastrangeli/Carl Weston)

- Landscape Management
- Lakes and Ponds
- Stormwater System
- Wildlife Management

This portfolio will include oversight over the community's landscaping, lakes and ponds, stormwater systems and wildlife management ensuring it is aesthetically pleasing, well-maintained, and environmentally sustainable. This effort is to ensure greater awareness, transparency, and timely communication between CDD residents and the Districts Managements Team.

The liaison role is not responsible to execute or direct the party performing the actions but is involved in updating the Board of Supervisors and other relevant individuals involved in the process.

Amenities (Gene Mastrangeli)

- Playground and Equipment
- Mail Facilities
- Lights
- Sidewalks and Roads

This portfolio will include oversight over the community's Playground, Mailbox Sites, Community Lightning, and Sidewalks and Road areas ensuring it is aesthetically pleasing, well-maintained, and environmentally sustainable. This effort is to ensure greater awareness, transparency, and timely communication between CDD residents and the Districts Management Team.

The liaison role is not responsible to execute or direct the party performing the actions but is involved in updating the Board of Supervisors and other relevant individuals involved in the process.

Public Safety (Carl Weston)

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

To Be Defined . . .

Avalon Groves CDD Supervisor Liaisons

Finance (Robert Wolski)

- Budget
- Contract Management
- Audit Review

This portfolio will include oversight over the Avalon Groves CDD Budget, Contract Management, the Audit Review and any other fiduciary responsibilities in regards to the Finances of the Avalon Groves Community Development District. The liaison role, in cooperation with the Districts Management Team, Financial Team, Accounting Team and Legal Team of the CDD, will review the finances of the CDD and through the Management Team and Legal Team communicate to the CDD residents the current and future plans to keep the CDD financially viable. This effort is to ensure greater awareness, transparency, and timely communications between CDD residents and the Districts Management Team.

The liaison role is not responsible to execute or direct the party performing the actions but is involved in updating the Board of Supervisors and other relevant individuals involved in the process.

Public Information (Michael 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 ensure 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.

Accountability (Michael Aube/Carl 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 23

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: Michael Aube (Sep 30, 2024 17:17 EDT) Date: 09/30/24
Print Name: Michael Aube
Avalon Groves Community Development District

District Manager: Date: 10/2/2024
Print Name: Kyle Darin
Avalon Groves Community Development District

EXHIBIT 24

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District's Board of Supervisors (the "Board") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board has previously adopted Rules of Procedure to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt an Amended and Restated Rules of Procedure.

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

SECTION 1. A Public Hearing will be held to adopt Amended and Restated Rules of Procedure on December 5, 2024 at 10:00 a.m., at the Serenoa Club Amenity Center, 17555 Sawgrass Bay Blvd, Clermont, FL 34714.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 10th day of October 2024.

ATTEST:

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary

_____
Chairman, Board of Supervisors

KUTAKROCK

Kutak Rock LLP
107 West Coillege Avenue, Tallahassee, Florida 32301
Bennett.Davenport@Kutakrock.com
office 850.692.7300

MEMORANDUM

TO: Avalon Groves Community Development District
Board of Supervisors

FROM: Bennett Davenport

DATE: September 26, 2024

RE: Updated Provisions of the District's Rules of Procedure

Please find attached to this memorandum an updated version of the Avalon Groves Community Development District's (the "District's") Rules of Procedure (the "Rules"). Several revisions were made to the existing rules at the Request of the Chair, as well as to facilitate greater efficiency in the operation of the District. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact me via e-mail at Bennett.Davenport@kutakrock.com or via phone at 850-692-7300.

Voting Procedures (Page 3)

Language was added to Rule 1.1(1)(c) to impose roll call voting on each action item considered by the Board for approval.

Public Comment Procedures (Pages 12-13)

Language was added to Rule 1.3(7) to officially require two comment periods, one at the beginning of the meeting and one at the end. The Board may, but is not required to, let a member of the public speak on a particular agenda item when that item is taken up for consideration by the Board. Each member of the public speaking during a public comment period must give their name, address, and cannot speak until recognized by the Chair. All public comments are limited to three minutes. Finally, comments during the initial comment period must concern agenda items. Comments at the end of the meeting must concern non-agenda items.

Meeting Order (Pages 13)

Language was added to Rule 1.3(11) to require that no member of the Board may speak on a topic until recognized by the Chair

RULES OF PROCEDURE
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF _____, 2024

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Rule 1.0 General.

(1) The Avalon Groves Community Development District ("District") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules ("Rules") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District ("Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present. Role call votes will be utilized for votes on action items.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the

Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

(b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document

previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.

(4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.

(6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

(c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

(d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

(a) Agenda packages for prior 24 months and next meeting;

(b) Official minutes of meetings, including adopted resolutions of the Board;

(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;

(d) Adopted engineer's reports;

(e) Adopted assessment methodologies/reports;

(f) Adopted disclosure of public financing;

(g) Limited Offering Memorandum for each financing undertaken by the District;

(h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;

(i) District policies and rules;

(j) Fiscal year end audits; and

(k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the

District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

(3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

(4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of $0.15 per page for one-sided copies and $0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar ($1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars ($25.00), then, prior to commencing work on the request, the District will inform the person

making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

(5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

(6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

(7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. A newspaper is deemed to be a newspaper of "general circulation" within the District and county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1), Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provided in Chapter 50, Florida Statutes, and such notice published consistent with Chapter 50 shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 565-4663. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

(e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

(f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District's website at least seven (7) days before each meeting, hearing, or workshop.

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into "meeting materials." For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comment
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports
(a) District Counsel
(b) District Engineer
(c) District Manager

1. Financial Report
2. Approval of Expenditures

Supervisor's requests and comments
Public comment
Adjournment

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. Each meeting shall have two public comment periods. The first public comment period shall occur after the roll call but before the Board votes an any action items. The second comment period shall occur after supervisor requests but before adjournment. During the first comment period, members of the public may only comment on agenda items. During the second comment period, member of the public may only comment on non-agenda items. No member of the public shall speak during any public comment period until they are recognized by the chair. Once recognized, the member of the public shall state their full name and address for the record before

making their comment. In both public comment periods, members of the public shall only have three minutes to make their comment. Additionally, the Board may elect, at its sole discretion, to permit members of the public to speak on a particular agenda item at the time the Board considers that item. In such cases, the member of the public shall not make their comment until recognized by the chair and they have stated their full name and address. The comments shall also be limited to three minutes. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

(11) Board Authorization. The District has not adopted Robert's Rules of Order. The Chair of the Board of Supervisors, with the assistance of the District Manager and District Counsel, shall run all meetings. For each agenda item, there shall be discussion permitted among the Board members during the meeting. No member of the Board of Supervisors may speak on an agenda item unless first recognized by the Chair. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

(a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

(b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's

discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 50.011, 50.031, 189.015, 189.069(2)(a)15, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

(a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1), Florida Statutes; and
(b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
(c) Support economical and efficient operations; and
(d) Ensure reliability of financial records and reports; and
(e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ("Rule"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

(b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within

twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

(a) The text of the proposed rule, or any amendment or repeal of any existing rules;

(b) A detailed written statement of the facts and circumstances justifying the proposed rule;

(c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and

(d) The published notice.

(7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.

(9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the

Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

(a) The texts of the proposed rule and the adopted rule;

(b) All notices given for a proposed rule;

(c) Any statement of estimated regulatory costs for the rule;

(d) A written summary of hearings, if any, on the proposed rule;

(e) All written comments received by the District and responses to those written comments; and

(f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

(a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.

(c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

(e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

(i) Administer oaths and affirmations;

(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

(v) Make or receive offers of settlement, stipulation, and adjustment.

(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(12) Variances and Waivers. A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.
Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

(1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

(a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars ($2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars ($200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

(d) "Design-Build Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.

(e) "Design-Build Firm" means a partnership, corporation or other legal entity that:

(i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

(f) "Design Criteria Package" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(g) "Design Criteria Professional" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods,

hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

(i) "Invitation to Bid" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

(j) "Invitation to Negotiate" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.

(k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.

(l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

(m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:

(i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;

(ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

(o) "Request for Proposals" or "RFP" is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise.

(q) "Responsive Bid," "Responsive Proposal," "Responsive Reply," and "Responsive Response" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

(1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

(2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

(a) Hold all required applicable state professional licenses in good standing;

(b) Hold all required applicable federal licenses in good standing, if any;

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give

such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

(i) The ability and adequacy of the professional personnel employed by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant's past performance;

(iv) The willingness of each consultant to meet time and budget requirements;

(v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be

selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

(a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

(iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

(4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the

county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

(6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to

award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and

offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been

pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.

ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

xii. The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an

adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

i. Impacts on project schedule, cost, or quality of work;

ii. Unsafe conditions allowed to exist;

iii. Complaints from the public;

iv. Delay or interference with the bidding process;

v. The potential for repetition;

vi. Integrity of the public contracting process;

vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in

accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative

is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall

constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

(6) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

   a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

   b. Hold all required applicable federal licenses in good standing, if any;

   c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive

Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

(3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

(1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding $200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest

Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the

purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

(5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

(1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to

be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2024 except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

EXHIBIT 25

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2023/2024, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Avalon Groves Community Development District ("**Board**"), previously adopted the District's Fiscal Year 2023/2024 annual budget ("**Budget**"); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

WHEREAS, Chapters 189 and 190, *Florida Statutes*, and the resolution adopting the Budget (the "**Adoption Resolution**") authorize the Board to amend the Budget; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

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

SECTION 1. BUDGET AMENDMENT.

a. The Board has reviewed the District Manager's proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2023/2024.

c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget for the Avalon Groves Community Development District for the fiscal year ending September 30, 2024, as amended and adopted by the Board of Supervisors effective October 24, 2025."

SECTION 2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sums set forth below, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	SEE ATTACHED EXHIBIT A
DEBT SERVICE (SERIES 2017) (AA1)	SEE ATTACHED EXHIBIT A
DEBT SERVICE (SERIES 2017A-1) (AA2)	SEE ATTACHED EXHIBIT A
DEBT SERVICE (SERIES 2019) (AA1, Ph1&2)	SEE ATTACHED EXHIBIT A
DEBT SERVICE (SERIES 2021) (AA1, Ph3&4)	SEE ATTACHED EXHIBIT A
DEBT SERVICE (SERIES 2021) (AA3)	SEE ATTACHED EXHIBIT A

SECTION 3. CONFLICTS. This Resolution is intended to amend, in part, the adoption Resolution, which remains in full force and effect except as otherwise provided herein. All terms of the Adoption Resolution that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED THIS 24TH DAY OF OCTOBER, 2024.

ATTEST:

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

Exhibit A: Amended Fiscal Year 2023/2024 Budget

Exhibit A
Amended Fiscal Year 2023/2024 Budget

EXHIBIT 26

MINUTES OF MEETING

AVALON GROVES

COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District was held on Thursday, August 22, 2024 at 7:00 p.m., at the Serenoa Club Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida 34714. The actions taken are summarized as follows:

FIRST ORDER OF BUSINESS: Roll Call

Mr. Darin called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Eugene Mastrangeli (S5)	Board Supervisor, Vice Chair
Carl Weston (S1)	Board Supervisor, Assistant Secretary
Robert Wolski (S4)	Board Supervisor, Assistant Secretary

Also present were:

Michael Aube (S3)	Board Supervisor, Chair *(virtually)*
Kyle Darin	District Manager, Vesta District Services
Bennett Davenport	District Counsel, Kutak Rock LLP *(virtually)*
Greg Woodcock	District Engineer, Stantec *(virtually)*
Justin Sarka	Account Manager, Down to Earth Landscape & Irrigation *(virtually)*

SECOND ORDER OF BUSINESS: Audience Comments – Agenda Items *(Limited to 3 minutes per individual for agenda items)*

Comments were heard on the landscape repair at the end of Sawgrass Bay Blvd at the Flemings Road connection, responses to emails submitted via the website, responsibility for a tree in the conservation area in Village 3, faded numbers on the Village 1 mailbox, upkeep of the conservation area and setback. Mr. Woodcock commented on the regulations protecting wetland buffer and the conservation areas. Comments were also heard on assigning areas as conservation to allow the POA to determine the type of fence that can be installed, trash along Sawgrass Bay Blvd and in Village 3, and trash in the ponds. Mr. Woodcock added that every conservation area is surveyed and has a legal description associated with it.

THIRD ORDER OF BUSINESS: FY 2024-2025 Budget

A. **FY 2024-2025 Budget Public Hearing**

1. Open Public Hearing

On a MOTION by Mr. Wolski, SECONDED by Mr. Weston, WITH ALL IN FAVOR, the Board opened the FY 2024-2025 Budget Public Hearing, for Avalon Groves Community Development District.

2. Exhibit 1: Presentation of FY 2025 Budget

Mr. Darin reviewed the presented budget.

3. Public Comments

Comments were heard on the budget and the process for residents to provide input on budget allocations.

4. Close Public Hearing

On a MOTION by Mr. Aube, SECONDED by Mr. Wolski, WITH ALL IN FAVOR, the Board closed the FY 2024-2025 Budget Public Hearing, for Avalon Groves Community Development District.

B. Exhibit 2: Consideration and Adoption of **Resolution 2024-08, Adopting FY 2024-2025 Budget**

On a MOTION by Mr. Mastrangeli, SECONDED by Mr. Weston, WITH ALL IN FAVOR, the Board adopted Resolution 2024-08, Adopting FY 2024-2025 Budget, for Avalon Groves Community Development District.

C. **FY 2024-2025 Assessment Public Hearing**

1. Open Public Hearing

On a MOTION by Mr. Wolski, SECONDED by Mr. Mastrangeli, WITH ALL IN FAVOR, the Board opened the FY 2024-2025 Assessment Public Hearing, for Avalon Groves Community Development District.

2. Exhibit 3: Review of FY 2025 Assessment Allocation

3. Public Comments

The proof of publication and the adopted FY 2023-2024 budget will be included in the next agenda.

4. Close Public Hearing

On a MOTION by Mr. Mastrangeli, SECONDED by Mr. Aube, WITH ALL IN FAVOR, the Board closed the FY 2024-2025 Assessment Public Hearing, for Avalon Groves Community Development District.

D. Exhibit 4: Consideration and Adoption of **Resolution 2024-09, Providing for the Collection and Enforcement of Special Assessments for FY 2024-2025**

Mr. Davenport explained that the resolution levies the assessments contemplated in the approved budget and provides the assessments will be collected on the County tax roll.

On a MOTION by Mr. Wolski, SECONDED by Mr. Weston, WITH ALL IN FAVOR, the Board adopted Resolution 2024-09, Providing for the Collection and Enforcement of Special Assessments for FY 2024-2025, for Avalon Groves Community Development District.

FOURTH ORDER OF BUSINESS: Staff Reports

A. District Engineer – *Greg Woodcock, Stantec*

1. Exhibit 5: Update Village 4 – Multi-Family Punch List

Mr. Woodcock advised that the requested items were repaired and recommended the approval of the transfer to the operation and maintenance phase of the environmental resource permit associated with the Village 4 – Multi-Family phase.

The meeting was paused until physical quorum was re-established.

Mr. Woodcock restated his recommendation.

2. Exhibit 6: Consideration and Acceptance of ERP Transfer From PR III/KMP Alton Serenoa LP (Village 4 – Multifamily)

On a MOTION by Mr. Weston, SECONDED by Mr. Wolski, WITH ALL IN FAVOR, the Board accepted the system operation and maintenance responsibility transfer for the Village 4 – Multi-Family phase Environmental Resource Permit from PR III/KMP Alton Serenoa LP, for Avalon Groves Community Development District.

Mr. Woodcock advised the Board of a report of some issues on the outfall structures on Meadow Beauty Way. An on-site review of the structures determined no blockages in the pipes, however downstream pipes on Lovegrass Way showed partial blockage and debris in a manhole on the street over. A report was created and forwarded to contractors for proposals for clearing the pipes and the inlets. The work will likely be scheduled for the new fiscal year. It is likely the debris may have collected before the storm event. Mr. Woodcock anticipated the proposals would be presented at the next meeting.

B. District Counsel – *Bennett Davenport, Kutak Rock*

Mr. Davenport discussed the contracts chart, noting that continuing service agreements automatically renew. Of the agreements set to expire this year, the audit services agreement was approved at the last meeting and the arbitrage agreement was approved in May. Mr. Davenport will review the 2017 Series Assessment Area 2 arbitrage agreement.

Proposals have been requested for the Edgemont conveyance deficiencies.

Mr. Davenport reminded the Board the ethics training deadline is December 31, 2024. A memorandum was previously circulated to Supervisors regarding the resources for the training.

C. District Manager – *Kyle Darin, Vesta District Services*

Mr. Darin updated the Board on his discussion with Kolter regarding sign removal, the plans for the Sawgrass/Flemings Road connection - the first step being for Lake County to complete the roundabout, once that is completed the development agreement between Orange County and MI Homes for the connector road can move forward. Mr. Darin also advised of his discussion with KB Homes

and their willingness to facilitate the main irrigation line repair. He has connected KB Homes with the District Engineer, no timeline has been provided yet.

Mr. Darin presented Mr. Holden's request to be appointment to the Board ahead of the November election. Board direction was to place this item will be placed on the September agenda.

1. Exhibit 7: Field Report – *Mark Isley, Vesta District Services*
2. Exhibit 8: Aquatic Maintenance Report – *Steadfast Environmental*
3. Landscape Maintenance Report – *Justin Sarka, Down To Earth*

Mr. Sarka presented the Landscape Maintenance report and advised that a lightning strike between Village 2 and 3 causing a leak and damage to one of the main controllers. He advised that an investigation will be required to determine the extent of damage, currently all irrigation from the light to the cul-de-sac is offline. Once repairs are made on the known site, there may be repairs necessary further down the line.

Mr. Darin recommended this be considered as a necessary repair. Supervisors requested a claim be submitted for the following proposals.

a. Consideration of Proposals

i. Exhibit 9: Repair Lightning Damage 2 ½" Irrigation Main Line – NTE $2,000.00

On a MOTION by Mr. Mastrangeli, SECONDED by Mr. Wolski, WITH ALL IN FAVOR, the Board approved the Down To Earth proposal to repair a lightning damage 2 ½" irrigation main line in an amount not to exceed $2,000.00, for Avalon Groves Community Development District.

ii. Exhibit 10: Replace Lightning Damaged Irrigation Controller - $7,696.89

Mr. Sarka clarified there may be additional damages in the various zones beyond the clock and pedestal repairs proposed, these would be presented to the Board for consideration once determined.

On a MOTION by Mr. Weston, SECONDED by Mr. Mastrangeli, WITH ALL IN FAVOR, the Board approved Down To Earth's proposal to replace a lightning damaged irrigation controller in the amount of $7,696.89, for Avalon Groves Community Development District.

Areas along the conservation tract will be reviewed with the crew and should be resolved by the next meeting.

It was requested that the mowing crew be more cautious on the turns at the ponds, specifically ponds 17 and 13 and to distribute clippings so that large clumps not be left behind.

Mr. Mastrangeli presented the Landscape and Environmental Liaison report at this point in the meeting.

D. Serenoa POA Amenity Manager

1. Exhibit 11: Discussion on Removal of Ten Trees at Palms of Serenoa Crosswalk (Sawgrass Bay Blvd Outbound)

Supervisors discussed the request. This item was tabled pending further discussion by the HOA and POA.

E. Palms at Serenoa HOA Amenity Manager

Mr. Weston had nothing to report on behalf of Palms at Serenoa HOA.

FIFTH ORDER OF BUSINESS: Business Matters

A. Exhibit 12: Consideration of **Resolution 2024-10, Setting FY 2025 Meeting Schedule**

The November meeting will be moved to December 5 and the December meeting moved to January 2.

> On a MOTION by Mr. Weston, SECONDED by Mr. Wolski, WITH ALL IN FAVOR, the Board adopted Resolution 2024-10, Setting FY 2025 Meeting Schedule, inclusive of the December 5, 2024 and January 2, 2025 amendments, for Avalon Groves Community Development District.

SIXTH ORDER OF BUSINESS: Consent Agenda

A. Exhibit 13: Consideration and Acceptance of the Minutes of the Board of Supervisors Regular Meeting Held July 24, 2024

B. Exhibit 14: Consideration and Acceptance of the Unaudited July 2024 Financial Statements

C. Exhibit 15: Ratification of Swine Solutions Invoice for Carcass Removal

> On a MOTION by Mr. Mastrangeli, SECONDED by Mr. Weston, WITH ALL IN FAVOR, the Board approved Consent Agenda – items A-C as presented, for Avalon Groves Community Development District.

SEVENTH ORDER OF BUSINESS: Liaison Reports

A. Exhibit 16: Landscape and Environmental – *Gene Mastrangeli/Carl Weston*

This item was presented after the landscape maintenance report.

Mr. Mastrangeli discussed his report. The conservation areas will be focused on next. Landscape replenishments will be discussed at a future meeting. He plans to clarify maintenance responsibilities for the CDD and POA/HOA landscape vendors.

B. Amenities – *Gene Mastrangeli*

Mr. Mastrangeli asked the Field Manager to provide pricing for monument lighting and various signage.

C. Public Safety – *Carl Weston*

Mr. Weston had nothing to report.

D. Finance – *Robert Wolski*

Mr. Wolski had nothing to report.

E. Public Information – *Michael Aube*

Mr. Aube wants to further delineate the liaison reports during the next workshop.

F. Accountability – *Michael Aube/Carl Weston*

Mr. Weston had nothing to report.

EIGHTH ORDER OF BUSINESS: Supervisor Requests

A. Discussion on Updates to Rules of Procedure (Aube)

1. Exhibit 17: Rules of Procedure (Effective October 28, 2021)
2. Exhibit 18: Proposed Meeting Procedure (Aube)

Mr. Aube wants the residents to know that Supervisors are responsible to them, staff are responsible to Supervisors. The proposed meeting procedures will handle the meetings. Mr. Davenport has begun working on the proposed procedures, and the rule making process applies – the next meeting will set the public hearing and approve the issuance of the notices, then the following meeting will have the public hearing allowing residents to review the proposed changes and make comments before the Board votes on them.

The Rules of Procedure are adopted at the organizational meeting once a District is established and are drawn from the Florida Statutes with input from attorneys who have practiced in this area for a number of years. They are customized from time to time to accommodate the needs or requests of the Supervisors. Roberts Rules of Order do not apply to CDDs.

B. Next Workshop Agenda Items

Supervisors will email requests to the administrator.

C. Next Meeting Agenda Items

- Resolution setting rulemaking public hearing for October meeting
- Add consideration of appointment of John Holden to September Meeting

NINTH ORDER OF BUSINESS: Exhibit 19: **Action Item Summary** *(For Inclusion in Minutes)*

Field Manager

- Proposals to replace worn out mailbox numbers
- Include monuments / lighting and district signage on field report
- Follow up on monument lighting quotes
- Evaluate condition of monuments
- Proposal for pressure washing the sidewalks outside the clubhouse drive entrance
- Proposal for Village 1 sidewalk pressure washing

- Order no overnight parking signs for playground
- Follow up on pet waste station installation

TENTH ORDER OF BUSINESS: **Audience Comments – New Business** *(Limited to 3 minutes per individual for non-agenda items)*

Comments was heard on the condition on the monuments, cleaning the sidewalks, signage for the Villages, installation of parking signs at the Goldcrest Loop playground, proposals for monument lighting, lightning strike prevention, responses to field requests and acknowledgement of receipt, pet waste stations, record requests, traffic calming along Sawgrass Bay Blvd.

ELEVENTH ORDER OF BUSINESS: **Next Workshop Attendance Check**

The next Avalon Groves Community Development District workshop is scheduled for 10 a.m. on September 12, 2024 at Palms at Serenoa Clubhouse, 17244 Bay Cedar Way., Clermont, Florida 34714.

TWELFTH ORDER OF BUSINESS: **Next Meeting Quorum Check**

The next Avalon Groves Community Development District meeting is scheduled for 10 a.m. on September 26, 2024 at Serenoa Club Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida 34714.

THIRTEENTH ORDER OF BUSINESS: **Adjournment**

On a MOTION by Mr. Weston, SECONDED by Mr. **Wolski**, WITH ALL IN FAVOR, the Board adjourned the meeting at 9:17 p.m., for Avalon Groves Community Development District.

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

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on September 26, 2024.

_____	_____
□ Kyle Darin, Secretary	□ Michael Aube, Chair
□_____, Assistant Secretary	□ Eugene Mastrangeli, Vice Chair

EXHIBIT 27

Avalon Groves
Community Development District

Financial Statements
(Unaudited)

Preliminary

September 30, 2024

Avalon Groves Community Development District
Balance Sheet
September 30, 2024

	General Fund	Debt Service 2017	Debt Service 2017 A-1	Debt Service 2019	Debt Service 2021 Ph 3/4	Debt Service 2021	Debt Service 2022	TOTAL
ASSETS								
OPERATING ACCOUNT	$ 265,181	$ -	$ -	$ -	$ -	$ -	$ -	$ 265,181
TRUST ACCOUNTS:								
REVENUE FUND	-	65,631	245,487	216,956	59,088	20,090	51,393	658,645
INTEREST FUND	-	190	584	205	174	313	138	1,604
RESERVE FUND	-	193,891	573,857	107,928	19,696	172,684	33,026	1,101,083
PREPAYMENT FUND	-	4,313	29,689	1,525	-	239	-	35,766
SINKING FUND	-	137	350	21	229	396	107	1,240
COST OF ISSUANCE	-	-	-	14,521	1,242	14,290	(1)	30,052
BOND REDEMPTION	-	-	-	50	-	0	-	51
ACQUISITION & CONSTRUCTION	-	0	1	9,385	-	73,053	8,310	90,748
ACCOUNTS RECEIVABLE	-	-	-	-	-		-	-
ON-ROLL ASSESSMENTS RECEIVABLE	1,917	329	979	406	373	651	249	4,904
DUE FROM OTHER FUNDS	-	1,143	3,399	1,410	1,295	6,300	863	14,410
PREPAID EXPENSES	-	-	-	-	-	-	-	-
DEPOSITS	541	-	-	-	-	-	-	541
TOTAL ASSETS	**$ 267,638**	**$ 265,634**	**$ 854,346**	**$ 352,407**	**$ 82,097**	**$ 288,016**	**$ 94,085**	**$ 2,204,224**
LIABILITIES								
ACCOUNTS PAYABLE	$ 3,602	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,602
ON-ROLL DEFERRED REVENUE	1,917	329	979	406	373	651	249	4,904
ACCRUED EXPENSES	-	-	-	-	-	-	-	-
DUE TO OTHER FUNDS	10,368	-	-	-	4,042	-	-	14,410
TOTAL LIABILITIES	**15,887**	**329**	**979**	**406**	**4,415**	**651**	**249**	**22,916**
FUND BALANCE								
NONSPENDABLE								
PREPAID & DEPOSITS	541	-	-	-	-	-	-	541
CAPITAL RESERVES	-	-	-	-	-	-	-	-
OPERATING CAPITAL	-	-	-	-	-	-	-	-
UNASSIGNED	251,211	265,305	853,367	352,001	77,682	287,366	93,836	2,180,767
TOTAL FUND BALANCE	**251,752**	**265,305**	**853,367**	**352,001**	**77,682**	**287,366**	**93,836**	**2,181,308**
Total Liabilities & Fund Balance	**$ 267,638**	**$ 265,634**	**$ 854,346**	**$ 352,407**	**$ 82,097**	**$ 288,016**	**$ 94,085**	**$ 2,204,224**

Avalon Groves Community Development District
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2023 to September 30, 2024

		FY 2024 Adopted Budget	FY 2024 Month of September	FY 2024 Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
1	**REVENUE**					
2	SPECIAL ASSESSMENT	$ 991,760	$ -	$ 992,433	$ 673	100.07%
3	LOT CLOSINGS	-	-	-	-	0.00%
4	INTEREST INCOME	-	-	-	-	0.00%
5	MISC. REVENUE	-	-	792	792	0.00%
6	**TOTAL REVENUE**	**$ 991,760**	**$ -**	**$ 993,225**	**$ 1,465**	**100.07%**
7	**EXPENDITURES**					
8	**GENERAL ADMINISTRATIVE**					
9	SUPERVISOR COMPENSATION	$ 12,000	$ -	$ 10,800	$ (1,200)	90.00%
10	DISTRICT MANAGEMENT SERVICES	32,960	2,747	32,960	0	100.00%
11	BANK FEES	150	-	-	(150)	0.00%
12	AUDITING	3,400	-	7,650	4,250	225.00%
13	REGULATORY AND PERMIT FEES	175	-	175	-	100.00%
14	LEGAL ADVERTISEMENTS	4,000	-	2,885	(1,115)	72.13%
15	ENGINEERING SERVICES	15,000	5,066	70,209	55,209	468.06%
16	LEGAL SERVICES	25,000	3,048	52,268	27,268	209.07%
17	TECHNOLOGY & WEBSITE ADMIN.	2,015	-	1,824	(191)	90.52%
18	MISCELLANEOUS (appraisal, mailing, etc.)	1,500	310	7,531	6,031	502.05%
19	**TOTAL GENERAL ADMINISTRATIVE**	**96,200**	**11,170**	**186,302**	**90,102**	**193.66%**
20	**INSURANCE**					
21	INSURANCE	12,000	-	31,295	19,295	260.79%
22	**TOTAL INSURANCE**	**12,000**	**-**	**31,295**	**19,295**	**260.79%**
23	**DEBT SERVICE ADMIN.**					
24	DISCLOSURE REPORT	5,150	-	1,000	(4,150)	19.42%
25	ARBITRAGE REBATE REPORT	2,000	-	1,300	(700)	65.00%
26	TRUSTEE FEES	12,000	-	29,650	17,650	247.08%
27	**Total Debt Service Administration**	**19,150**	**-**	**31,950**	**12,800**	**166.84%**
28	**UTILITIES:**					
29	UTILITIES-ELECTRICITY	6,180	646	9,148	2,968	148.02%
30	STREETLIGHTS	230,000	20,680	250,760	20,760	109.03%
31	UTILITY WATER	40,000	2,956	21,826	(18,174)	54.56%
32	**TOTAL UTILITIES:**	**276,180**	**24,282**	**281,733**	**5,553**	**102.01%**
33	**PHYSICAL ENVIRONMENT:**					
34	LAKE & POND MAINTENANCE	54,600	3,370	40,155	(14,445)	73.54%
35	LANDSCAPE MAINTENANCE	314,715	7,697	344,977	30,262	109.62%
36	LANDSCAPE - REPLENISHMENT	15,285	-	51,881	36,596	339.43%
37	WETLAND MITIGATION & MONITORING	38,850	-	34,250	(4,600)	88.16%
38	FIELD MANAGEMENT	6,180	515	6,180	-	100.00%
39	FIELD CONTINGENCY	88,900	1,550	19,840	(69,060)	22.32%
40	HARDSCAPE REPAIRS & MAINT.	15,000	-	20	(14,980)	0.13%
41	STORMWATER REPORTING	25,000	267	267	(24,733)	1.07%
42	PORTER SERVICES	10,000	-	2,790	(7,210)	27.90%
43	POND PLANTINGS AND EROSION CONTROL	12,000	-	16,200	4,200	135.00%
44	FOUNTAIN REPAIR	2,700	-	175	(2,525)	6.48%

		FY 2024 Adopted Budget	FY 2024 Month of September	FY 2024 Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
45	RESERVE STUDY	5,000	-	-	(5,000)	0.00%
46	**TOTAL PHYSICAL ENVIRONMENT**	**588,230**	**13,399**	**516,735**	**(71,495)**	**87.85%**
47	**TOTAL EXPENDITURES**	**991,760**	**48,851**	**1,048,015**	**56,255**	**105.67%**
48	**REVENUE OVER (UNDER) EXPENDITURES**	**-**	**(48,851)**	**(54,790)**	**(54,790)**	
49	**OTHER FINANCING SOURCES & USES**					
50	TRANSFERS IN	-	-	-	-	
51	TRANSFERS OUT	-	-	-	-	
52	**TOTAL OTHER FINANCING SOURCES & USES**	**-**	**-**	**-**	**-**	
53	**NET CHANGE IN FUND BALANCE**	**-**	**(48,851)**	**(54,790)**	**(54,790)**	
54	FUND BALANCE - BEGINNING - UNAUDITED	306,542		306,542	-	
55	**FUND BALANCE - ENDING - PROJECTED**	**$ 306,542**		**$ 251,752**	**$ (54,790)**	

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 September 30, 2024

		FY 2024 Adopted Budget	FY 2024 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1	**REVENUE**			
2	SPECIAL ASSESSMENTS	$ 170,338	$ 170,009	$ (329)
3	LOT CLOSINGS	-	-	-
4	INTEREST	-	11,861	11,861
5	PREPAYMENTS	-	-	-
6	**TOTAL REVENUE**	**170,338**	**181,870**	**11,532**
7	**EXPENDITURES**			
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	-	-	-
17	**TOTAL EXPENDITURES**	**170,338**	**170,063**	**(275)**
18	**EXCESS OF REVENUE OVER (UNDER) EXP.**	**-**	**11,807**	**11,807**
19	**OTHER FINANCING SOURCES (USES)**			
20	TRANSFERS IN	-	-	-
21	TRANSFERS OUT	-	-	-
22	**TOTAL OTHER FINANCING SOURCES (USES)**	**-**	**-**	**-**
23	**NET CHANGE IN FUND BALANCE**	**-**	**11,807**	**11,807**
24	FUND BALANCE - BEGINNING	242,670	253,497	10,827
25	**FUND BALANCE - ENDING**	**$ 242,670**	**$ 265,305**	**$ 22,634**

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 September 30, 2024

		FY 2024 Adopted Budget	FY 2024 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1	**REVENUE**			
2	SPECIAL ASSESSMENTS	$ 506,750	$ 505,771	$ (979)
3	LOT CLOSINGS	-	-	-
4	INTEREST	-	36,488	36,488
5	PREPAYMENTS		58,004	58,004
6	**TOTAL REVENUE**	**506,750**	**600,262**	**93,512**
7	**EXPENDITURES**			
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
17	**TOTAL EXPENDITURES**	**505,019**	**581,317**	**76,298**
18	**EXCESS OF REVENUE OVER (UNDER) EXP.**	**1,731**	**18,945**	**17,214**
19	**OTHER FINANCING SOURCES (USES)**			
20	TRANSFERS IN	-		-
21	TRANSFERS OUT	-	-	-
22	**TOTAL OTHER FINANCING SOURCES (USES)**	**-**	**-**	**-**
23	**NET CHANGE IN FUND BALANCE**	**1,731**	**18,945**	**17,214**
24	FUND BALANCE - BEGINNING	762,181	834,421	72,240
25	**FUND BALANCE - ENDING**	**$ 763,912**	**$ 853,366**	**$ 89,454**

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 September 30, 2024

		FY 2024 Adopted Budget	FY 2024 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1	**REVENUE**			
2	SPECIAL ASSESSMENTS	$ 210,250	$ 209,844	$ (406)
3	LOT CLOSINGS	-	-	-
4	INTEREST	-	11,273	11,273
5	PREPAYMENTS	-	-	-
6	**TOTAL REVENUE**	**210,250**	**221,116**	**10,866**
7	**EXPENDITURES**			
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	-	-	-
17	**TOTAL EXPENDITURES**	**209,660**	**205,833**	**(3,827)**
18	**EXCESS OF REVENUE OVER (UNDER) EXP.**	**590**	**15,284**	**14,694**
19	**OTHER FINANCING SOURCES (USES)**			
20	TRANSFERS IN	-	-	-
21	TRANSFERS OUT	-	(5,436)	(5,436)
22	**TOTAL OTHER FINANCING SOURCES (USES)**	**-**	**(5,436)**	**(5,436)**
23	**NET CHANGE IN FUND BALANCE**	**590**	**9,847**	**9,257**
24	FUND BALANCE - BEGINNING	337,818	332,769	(5,049)
25	**FUND BALANCE - ENDING**	**$ 338,408**	**$ 342,616**	**$ 4,209**

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 September 30, 2024

		FY 2024 Adopted Budget	FY 2024 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1	**REVENUE**			
2	SPECIAL ASSESSMENTS	$ 193,100	$ 192,727	$ (373)
3	LOT CLOSINGS	-	-	-
4	INTEREST	-	4,787	4,787
5	PREPAYMENTS	-	-	-
6	**TOTAL REVENUE**	**193,100**	**197,514**	**4,414**
7	**EXPENDITURES**			
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	-	-	-
17	**TOTAL EXPENDITURES**	**188,581**	**189,425**	**844**
18	**EXCESS OF REVENUE OVER (UNDER) EXP.**	**4,519**	**8,089**	**3,570**
19	**OTHER FINANCING SOURCES (USES)**			
20	TRANSFERS IN	-	-	-
21	TRANSFERS OUT	-	(81,427)	(81,427)
22	**TOTAL OTHER FINANCING SOURCES (USES)**	**-**	**(81,427)**	**(81,427)**
23	**NET CHANGE IN FUND BALANCE**	**4,519**	**(73,338)**	**(77,857)**
24	FUND BALANCE - BEGINNING	193,240	151,021	(42,219)
25	**FUND BALANCE - ENDING**	**$ 197,758**	**$ 77,683**	**$ (120,076)**

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 September 30, 2024

		FY 2024 Adopted Budget	FY 2024 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1	**REVENUE**			
2	SPECIAL ASSESSMENTS	$ 336,600	$ 335,949	$ (651)
3	LOT CLOSINGS	-	-	-
4	INTEREST	-	11,028	11,028
5	PREPAYMENTS	-	-	-
6	**TOTAL REVENUE**	**336,600**	**346,978**	**10,378**
7	**EXPENDITURES**			
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	-	-	-
17	**TOTAL EXPENDITURES**	**334,194**	**335,538**	**1,344**
18	**EXCESS OF REVENUE OVER (UNDER) EXP.**	**2,406**	**11,440**	**9,034**
19	**OTHER FINANCING SOURCES (USES)**			
20	TRANSFERS IN	-	-	-
21	TRANSFERS OUT	-	(8,694)	(8,694)
22	**TOTAL OTHER FINANCING SOURCES (USES)**	**-**	**(8,694)**	**(8,694)**
23	**NET CHANGE IN FUND BALANCE**	**2,406**	**2,746**	**340**
24	FUND BALANCE - BEGINNING	60,001	211,567	151,566
25	**FUND BALANCE - ENDING**	**$ 62,407**	**$ 214,313**	**$ 151,906**

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 September 30, 2024

		FY 2024 Adopted Budget	FY 2024 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1	**REVENUE**			
2	SPECIAL ASSESSMENTS	$ 128,675	$ 128,426	$ (249)
3	LOT CLOSINGS	-	-	-
4	INTEREST	-	3,099	3,099
5	PREPAYMENTS	-	-	-
6	**TOTAL REVENUE**	**128,675**	**131,525**	**2,850**
7	**EXPENDITURES**			
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	-	-	-
17	**TOTAL EXPENDITURES**	**124,975**	**125,675**	**700**
18	**EXCESS OF REVENUE OVER (UNDER) EXP.**	**3,700**	**5,850**	**2,150**
19	**OTHER FINANCING SOURCES (USES)**			
20	TRANSFERS IN	-	-	-
21	TRANSFERS OUT	-	(2,242)	(2,242)
22	**TOTAL OTHER FINANCING SOURCES (USES)**	**-**	**(2,242)**	**(2,242)**
23	**NET CHANGE IN FUND BALANCE**	**3,700**	**3,608**	**(92)**
24	FUND BALANCE - BEGINNING	79,248	81,918	2,670
25	**FUND BALANCE - ENDING**	**$ 82,948**	**$ 85,527**	**$ 2,578**

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 September 30, 2024

		2017 (AA1) Actual Year-to-Date	2017A-1 (AA2) Actual Year-to-Date	2019 Actual Year-to-Date	2021 PH 3/4 Actual Year-to-Date	2021 (AA3) Actual Year-to-Date	2022 (AA4) Actual Year-to-Date	Total
1	**REVENUE**							
2	DEVELOPER FUNDING	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	INSURANCE CLAIM	-	-					-
4	INTEREST	-	-	368	409	3,538	32,342	36,657
5	**TOTAL REVENUE**	**-**	**-**	**368**	**409**	**3,538**	**32,342**	**36,657**
6	**EXPENDITURES**							
7	DISSEMINATION AGENT	-	-	-	-	-	-	-
8	TRUST FUND ACCOUNTING	-	-	-	-	-	-	-
9	ARBITRAGE	-	-	-	-	-	-	-
10	TRUSTEE FEES	-	-	-	-	-	-	-
11	REQUISITIONS	-	-	-	83,987	-	1,926,233	2,010,220
12	**TOTAL EXPENDITURES**	**-**	**-**	**-**	**83,987**	**-**	**1,926,233**	**2,010,220**
13	**EXCESS OF REVENUE OVER (UNDER) EXP.**	**-**	**-**	**368**	**(83,578)**	**3,538**	**(1,893,891)**	**(1,973,563)**
14	**OTHER SOURCES (USES)**							
15	TRANSFER IN	-	-	5,436	81,427	8,694	2,242	97,799
16	TRANSFER OUT	-	-	-	-	-	-	-
17	**TOTAL OTHER SOURCES (USES)**	**-**	**-**	**5,436**	**81,427**	**8,694**	**2,242**	**97,799**
18	**NET CHANGE IN FUND BALANCE**	**-**	**-**	**5,804**	**(2,151)**	**12,232**	**(1,891,649)**	**(1,875,764)**
19	FUND BALANCE - BEGINNING	0	21	3,580	2,151	60,821	1,899,959	1,966,532
20	**FUND BALANCE - ENDING**	**$ 0**	**$ 21**	**$ 9,385**	**$ (0)**	**$ 73,053**	**$ 8,310**	**$ 90,768**

Avalon Groves CDD
Cash Reconciliation - General Fund
September 30, 2024

		Bank United (Operating Account)
Balance per Bank Statement	$	305,938.54
Construction Cash in Operating Account		(20.00)
Plus: Deposits in Transit		-
Less: Outstanding Checks		(40,737.90)
Adjusted Bank Balance	**$**	**265,180.64**
Beginning Bank Balance per Books		343,323.09
Deposits		-
Disbursements		(78,142.45)
Balance per Book	**$**	**265,180.64**

Avalon Groves Community Development District
Check Register
FY2024

Date	Check #	Payee	Transaction	Deposit	Disbursement	Balance
10/1/2023		**Balance**		**-**	**-**	**938,867.17**
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.) Invoice: 413497 (Reference: ...		8,411.67	869,709.84
10/13/2023	1013ACH1	SECO Energy	16920 Sawgrass Bay Blvd Payment #10		813.53	868,896.31
10/13/2023	1013ACH2	SECO Energy	16920 Sawgrass Bay Blvd 6/29/23 - 7/19/23		259.00	868,637.31
10/13/2023	100160	Fountain Design Group, Inc.	Invoice: 31340A (Reference: QUARTERLY CLEANING OF ONE LAKE FOUNTAIN.)		175.00	868,462.31
10/13/2023	100161	Humane Animal Removal Team	Invoice: 101123-1 (Reference: Wild Hog Trapping.)		2,285.00	866,177.31
10/27/2023	1ACH102723	Regions Bank.	Transfer for DS payment Due 11/1 for 2017A-1		193,668.87	672,508.44
10/27/2023	2ACH102723	Regions Bank.	Transfer for DS Nov 1st payment for Series 2017 (AA1)		62,393.37	610,115.07
10/27/2023	3ACH102723	Regions Bank.	Transfer for DS Nov 1st payment for Series 2019 (AA1)		138,397.37	471,717.70
10/27/2023	4ACH102723	Regions Bank.	Transfer for DS Nov 1st payment for Series 2021 (AA3)		102,413.62	369,304.08
10/27/2023	5ACH102723	Regions Bank.	Transfer for DS Nov 1st payment for Series 2021 PH 3/4		57,110.51	312,193.57
10/27/2023	6ACH102723	Regions Bank.	Transfer for DS Nov 1st payment for Series 2022(AA4)		45,269.23	266,924.34
10/30/2023	1ACH103023	Sunshine Water Services	Butterfly Pea Ct Cul-De-Sac 8/23-9/25/23		16.29	266,908.05
10/30/2023	2ACH103023	Sunshine Water Services	Goldcrest Loop Playground 8/23/22-09/26/23		13.21	266,894.84
10/30/2023	1030ACH1	Sunshine Water Services	Basswood Ln Island Irrigation 08/24/23-09/26/23		1,089.06	265,805.78
10/31/2023				**-**	**673,061.39**	**265,805.78**
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: Lawncare 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
11/30/2023				**163,356.01**	**111,368.33**	**317,793.46**
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
12/30/2023				**1,946,710.74**	**86,670.61**	**2,177,833.59**
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 Colle	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: Lawncare 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
1/31/2024				**299,126.34**	**86,144.29**	**2,390,815.64**
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	3ACH0202241	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
2/29/2024				**43,896.84**	**46,354.21**	**2,388,358.27**
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
3/31/2024				**25,606.77**	**81,844.81**	**2,332,120.23**
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
4/30/2024				**28,336.55**	**1,629,017.66**	**731,439.12**
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
5/31/2024				**18,321.60**	**79,928.35**	**669,832.37**
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) 34/15/24 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
6/30/2024				**17,083.13**	**58,122.67**	**628,792.83**
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	Goldcrest 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
07/15/2024	1697	Carl M. Weston	BOS Meeting 6/27/24		200.00	506,495.02
07/15/2024	1698	Eugene J. Mastrangeli	BOS Meeting 6/27/24		200.00	506,295.02
07/15/2024	1699	Michael W. Aube	BOS Meeting 6/27/24		200.00	506,095.02
07/15/2024	1700	Robert J. Wolski	BOS Meeting 6/27/24		200.00	505,895.02
07/16/2024	100254	Down to Earth	Invoice: 107301 (Reference: Dead Trees Removal.) Invoice: 109221 (Reference: - Pine Bark Mulc...		34,340.51	471,554.51
07/16/2024	100255	Vesta District Services	Invoice: 420795 (Reference: Management Fees July.) Invoice: 420748 (Reference: Billable Expen...		3,295.78	468,258.73
07/16/2024	100256	Stantec Consulting Services,Inc	Invoice: 2256559 (Reference: General Consulting.)		3,096.09	465,162.64
07/16/2024	100257	Swine Solutions, LLC	Invoice: 507 (Reference: Monthly Trapping Service.)		1,550.00	463,612.64
07/16/2024	100258	BIO-TECH CONSULTING, INC.	Invoice: 180537 (Reference: Mitigation Monitoring.)		7,000.00	456,612.64
7/31/2024				**0.00**	**172,180.19**	**456,612.64**

Date	Check #	Payee	Transaction	Deposit	Disbursement	Balance
08/01/2024	080124ACH1	Sunshine Water Services	Goldcrest Loop Playground 5/22/24 - 6/20/24		13.55	456,599.09
08/01/2024	080124ACH2	Sunshine Water Services	Butterfly Pea Ct Cul-De-Sac 5/22/24 - 6/20/24		52.51	456,546.58
08/01/2024	080124ACH3	Sunshine Water Services	Paragon Ln - Playground Irrigation 5/31/24 - 6/27/24		217.43	456,329.15
08/02/2024	080224ACH1	SECO Energy	17650 Sawgrass Bay Blvd 6/14/24 to 7/16/24		172.00	456,157.15
08/02/2024	080224ACH2	SECO Energy	17052 Basswood Lane 6/14/24 to 7/16/24		44.00	456,113.15
08/02/2024	080224ACH3	SECO Energy	17325 Sawgrass Bay Blvd 6/14/24 to 7/16/24		356.00	455,757.15
08/02/2024	080224ACH4	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 6/14/24 to 7/16/24		42.00	455,715.15
08/02/2024	080224ACH5	SECO Energy	16920 Sawgrass Bay Blvd 6/14/24 to 7/16/24		94.00	455,621.15
08/05/2024	100259	HV Solar Lighting	Invoice: 220 (Reference: Streetlight Installation.) Invoice: 221 (Reference: Street Light Pro...		20,680.00	434,941.15
08/05/2024	100260	Dibartolomeo, McBee, Hartley & Bar	Invoice: 90103051 (Reference: Audit FYE 09/30/2023.)		3,900.00	431,041.15
08/05/2024	100261	Steadfast Environmental, LLC	Invoice: SE-24732 (Reference: Routine Aquatic Maintenance August.)		3,370.14	427,671.01
08/05/2024	100262	Clean Star Services	Invoice: 12792 (Reference: Monthly Trash Service.)		310.00	427,361.01
08/05/2024	100263	Kutak Rock LLP	Invoice: 3424123 (Reference: General Counsel.)		4,263.50	423,097.51
08/05/2024	100264	Down to Earth	Invoice: 109969 (Reference: Pond 13 Palms At Serenoa Erosion Repairs.)		16,200.00	406,897.51
08/05/2024	080524ACH1	Sunshine Water Services	Basswood Ln Island Irrigation 5/22/24 - 6/20/24		3,968.99	402,928.52
08/09/2024	100265	Swine Solutions, LLC	Invoice: 517 (Reference: Trapping Service.) Invoice: 526 (Reference: Carcass Removal.)		1,950.00	400,978.52
08/09/2024	100266	Down to Earth	Invoice: 107587 (Reference: July Landscaping.) Invoice: 110342 (Reference: Landscaping - Edge...		27,654.42	373,324.10
08/12/2024	100267	Alphagraphics Tampa Print	Invoice: 241737 (Reference: Mailings.)		1,730.93	371,593.17
08/13/2024	1701	Carl M. Weston	BOS Meeting 7/25/24		200.00	371,393.17
08/13/2024	1702	Eugene J. Mastrangeli	BOS Meeting 7/25/24		200.00	371,193.17
08/13/2024	1703	Michael W. Aube	BOS Meeting 7/25/24		200.00	370,993.17
08/13/2024	1704	Robert J. Wolski	BOS Meeting 7/25/24		200.00	370,793.17
08/13/2024	1705	LAKE COUNTY PROPERTY APPR.	NAL File for Non Ad Valorem Assessment		50.00	370,743.17
08/20/2024	1706	LLS Tax Solutions Inc.	Arbitrage Services - Special Assessment Bonds		650.00	370,093.17
08/21/2024	100268	Orlando Sentinel	Invoice: 097327961000 (Reference: Legal Advertising.)		548.00	369,545.17
08/21/2024	100269	Stantec Consulting Services,Inc	Invoice: 2269106 (Reference: General Consulting.)		13,297.91	356,247.26
08/21/2024	100270	Vesta District Services	Invoice: 421417 (Reference: Monthly contracted management fees August.) Invoice: 421338 (Refe...		3,348.12	352,899.14
08/27/2024	1707	Carl M. Weston	BOS Meeting 8/22/24		200.00	352,699.14
08/27/2024	1708	Eugene J. Mastrangeli	BOS Meeting 8/22/24		200.00	352,499.14
08/27/2024	1709	Michael W. Aube	BOS Meeting 8/22/24		200.00	352,299.14
08/27/2024	1710	Robert J. Wolski	BOS Meeting 8/22/24		200.00	352,099.14
08/29/2024	100271	Swine Solutions, LLC	Invoice: 528 (Reference: Monthly Trapping Service.)		1,550.00	350,549.14
08/29/2024	100272	Kutak Rock LLP	Invoice: 3437836 (Reference: General Counsel.)		5,226.05	345,323.09
08/29/2024	100273	BIO-TECH CONSULTING, INC.	Invoice: 172223 (Reference: Mitigation Monitoring.)		2,000.00	343,323.09
8/31/2024				**0.00**	**113,289.55**	**343,323.09**
09/03/2024	090324ach1	SECO Energy	16920 Sawgrass Bay Blvd 7/16/24 - 8/15/24		93.00	343,230.09
09/03/2024	090324ach2	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 7/16/24 - 8/15/24		39.00	343,191.09
09/03/2024	090324ach3	SECO Energy	17325 Sawgrass Bay Blvd 7/16/24 - 8/15/24		335.00	342,856.09
09/03/2024	090324ach4	SECO Energy	17052 Basswood Lane 7/16/24 - 8/15/24		41.00	342,815.09
09/03/2024	090324ach5	SECO Energy	17650 Sawgrass Bay Blvd 7/16/24 - 8/15/24		110.00	342,705.09
09/05/2024	090524ach1	Sunshine Water Services	Paragon Ln - Playground Irrigation 6/27/24 - 7/26/24		235.89	342,469.20
09/05/2024	090524ach2	Sunshine Water Services	Basswood Ln Island Irrigation 6/20/24 - 7/22/24		2,805.60	339,663.60
09/05/2024	090524ach3	Sunshine Water Services	Butterfly Pea Ct Cul-De-Sac 6/20/24 - 7/22/24		57.37	339,606.23
09/05/2024	090524ach4	Sunshine Water Services	Goldcrest Loop Playground 6/20/24 - 7/22/24		13.60	339,592.63
09/19/2024	100274	Steadfast Environmental, LLC	Invoice: SE-24920 (Reference: Routine Aquatic Maintenance.)		3,370.14	336,222.49
09/19/2024	100275	Clean Star Services	Invoice: 13104 (Reference: Monthly Trash Service.)		310.00	335,912.49
09/19/2024	100276	Vesta District Services	Invoice: 421521 (Reference: Management Fees September.) Invoice: 421891 (Reference: Billable ...		3,343.96	332,568.53
09/19/2024	100277	Orlando Sentinel	Invoice: 099299961000 (Reference: Legal Advertising.)		174.50	332,394.03
09/19/2024	100278	HV Solar Lighting	Invoice: 234 (Reference: Streetlight Installation.) Invoice: 235 (Reference: Streetlight Proj...		20,680.00	311,714.03
09/19/2024	100279	Ronald L Vail Plumbing Inc.	Invoice: 40405371 (Reference: Plumbing- Back flow testing.)		267.00	311,447.03
09/19/2024	100280	Down to Earth	Invoice: 114359 (Reference: Main Line repair due Lightning hit.) Invoice: 114930 (Reference: ...		9,182.45	302,264.58
09/23/2024	100281	Stantec Consulting Services,Inc	Invoice: 2285070 (Reference: Engineering Services.)		5,065.69	297,198.89

Date	Check #	Payee	Transaction	Deposit	Disbursement	Balance
09/23/2024	100282	Kutak Rock LLP	Invoice: 3452092 (Reference: General Counsel.)		3,048.00	294,150.89
09/23/2024	100283	Down to Earth	Invoice: 111352 (Reference: Landscape Maintenance August 2024.)		27,110.25	267,040.64
09/30/2024	100284	Clean Star Services	Invoice: 13324 (Reference: Monthly Trash Collection.)		310.00	266,730.64
09/30/2024	100285	Swine Solutions, LLC	Invoice: 535 (Reference: Monthly Trapping Service.)		1,550.00	265,180.64
09/30/2024				**0.00**	**78,142.45**	**265,180.64**

EXHIBIT 28

Avalon Groves – Outstanding Action Items FY 2024

Completed action items have been archived

DM – District Manager (Kyle Darin, Vesta District Services)
DC – District Counsel (Bennett Davenport, Kutak Rock)
DE – District Engineer (Greg Woodcock, Stantec)
FM - Field Manager (Mark Isley, Vesta)

Assigned To:	Assignment	Date Assigned	Date Completed	Notes
DC/DE	Provide cease and desist letters related to wetland cutbacks on Saw Palmetto	6/27/2024		
DC	Review right of way agreements as well as easement agreements related to pacific ace and splitting of pond	6/27/2024		
DC/DE	Compose letter detailing information on wetland buffers to be mailed to entire community.	6/27/2024		
DE	Research easements and any communications related to Pacific Ace construction	6/27/2024		
DE	w/DM - Reach out to Pacific Ace contractor/ Lake County regarding remediation of irrigation	5/23/2024		6/11 The County stated that they do not permit irrigation lines within their right of way, and we would have to contact the developer of Sanctuary Drive or TECO who was doing work within the area of the damaged irrigation lines to have the irrigation lines reinstalled. 6/24 KB Homes named as Developer
DE	Provide colored pond maps	4/25/2024		
DE	Obtain Orange County traffic report related to Sawgrass Bay and Avalon. Report was completed 2-3 years ago.	3/28/2024		
DM	Send another note to multifamily regarding signs on sawgrass	7/25/2024		
DM	Follow up with Mr. Mastrangeli regarding communication and follow up.	5/23/2024		
FM	Proposals to replace worn out mailbox numbers	8/22/2024		9/17 Apex contacted for install quote. Self-adhering custom numbers to be ordered from mailboxes.com
FM	Include monuments / lighting and district signage on field report	8/22/2024		
FM	Evaluate condition of monuments	8/22/2024		
FM	Proposal for pressure washing the sidewalks outside the clubhouse drive entrance	8/22/2024		9/17 3 vendors responded will be out to measure for proposal
FM	Proposal for Village 1 sidewalk pressure washing	8/22/2024		9/17 3 vendors responded will be out to measure for proposal
FM	Order no overnight parking signs for playground	8/22/2024		
FM	Re-document recent sidewalk repairs for both safety and aesthetics.	6/27/2024		
FM/DM	Additional quote for materials and install for monument lights & outlets	3/23/2023	10/1	Ongoing: Original proposals declined by Board. Sourcing vendors (equipment suppliers separate from installers) continues 10/30 Apex Home Improvements contacted for installation quote 12/13 2nd request for quote emailed 6/27 POA Obtain both solar and hardwire quotes for Village 1 and Edgemont monument outlets for holiday lighting. 8/22 Follow up on monument lighting quotes 9/19 Ecotek declined to bid, referred TPG, contacted TPG for proposal

Avalon Groves – Outstanding Action Items FY 2024

Completed action items have been archived

DM – District Manager (Kyle Darin, Vesta District Services)
DC – District Counsel (Bennett Davenport, Kutak Rock)
DE – District Engineer (Greg Woodcock, Stantec)
FM - Field Manager (Mark Isley, Vesta)

Assigned To:	Assignment	Date Assigned	Date Completed	Notes
DTE	Plant replacement at Village entrances/Sawgrass Bay Blvd *(POA)*	6/27/2024		7/19 without irrigation plant material will not thrive. DTE asked to review and provide proposal for infill where irrigation is working
DTE	Investigate irrigation drip lines around ponds.	5/23/2024		6/27 Advised POA vendor maintains, DTE having issues accessing POA controllers Board requested copy of POA agreement discussed by DTE that prevents CDD access to controllers
DTE	Map of irrigation system noting leak location.	5/23/2024		
DTE	Evaluate hog damage on pond 40	4/25/2024		7/19 2023 photos don't show need for repairs from the 2022 hog damage, but DTE asked to review
DTE	Butterfly Pea Island	1/22/2024		2/21 Request sent to DTE to provide proposal for solar powered timer for Butterfly Pea island irrigation.