



AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

***Date/Time:
Thursday
December 5, 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, December 5, 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@vestadpropertytservices.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, December 5, 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) John Holden (2)
 Robert Wolski (4) Gene Mastrangeli (5-VC)
- II. **Audience Comments – Agenda Items** *(Limited to 3 minutes per individual for agenda items.)*
- III. **Business Matters**
 - A. Administration of Oath of Office to Newly Elected Supervisors [Exhibit 1](#)
 - Seat 1: Carl Weston (Unopposed)
 - Seat 2: John Holden (Unopposed)
 - B. Consideration and Adoption of **Resolution 2025-04, Designating Officers** [Exhibit 2](#)
 - C. Acceptance of the Supervisor Liaison Descriptions [Exhibit 3](#)
- IV. **Amendment of Rules of Procedure**
 - A. **Public Hearing on Amendment of Rules of Procedure**
 - 1. Open Public Hearing on Amended Rules of Procedure
 - 2. Review of Amendment of Rules of Procedure [Exhibit 4](#)
 - 3. Public Comments
 - 4. Close Public Hearing
 - B. Consideration of **Resolution 2025-05, Amending Rules of Procedure** [Exhibit 5](#)
- V. **Staff & Vendor Reports**
 - A. Aquatic Maintenance Report – *Steadfast Environmental* [Exhibit 6](#)
 - 1. Review of Pond Requests [Exhibit 7](#)
 - 2. Consideration of Proposal to Add Gambusia (Mosquito Fish) to Certain Ponds to Assist with Midge Fly Maintenance - \$6,500.00 [Exhibit 8](#)





V. Staff & Vendor Reports (Continued)

- B. Landscape Maintenance Report – *Justin Sarka, Down To Earth*
1. Review of Landscape Requests [Exhibit 9](#)
 2. Consideration of Landscape Proposals
 - a. Repair Irrigation Damaged by New Sidewalk Installation at Edgemont Playground #100807 - \$656.50 [Exhibit 10](#)
 - b. Cutback Encroaching Conservation Area Along Duval Ct & Paragon Ct #100060 - \$2,869.97 [Exhibit 11](#)
 - c. Regrade and Sod Paragon Ct Tract #100724 - \$4,748.75 [Exhibit 12](#)
 - d. Refresh Landscape Bed Mulch Within Edgemont #100725 - \$12,929.98 [Exhibit 13](#)
 - e. Replace Dead, Declining & Missing Plant Material Along Edgemont Entrance #100726 - \$3,555.97 [Exhibit 14](#)
 - f. **Fallen Palm Removal #104471 - \$309.98** [Walk-on](#)
- C. District Engineer – *Greg Woodcock, Stantec*
1. Consideration of Resident Request to Plant in Wetland Buffer at Pond 37 [Exhibit 15](#)
- D. District Counsel – *Bennett Davenport, Kutak Rock*
- E. District Manager – *Kyle Darin, Vesta District Services*
1. Review of FY 2025 Budget Allocation (*Provided as Follow-up to September Workshop Discussion*) [Exhibit 16](#)
 2. Acknowledgment of Lake County Tax Collector Distribution of Unused Revenue for FY 2024 - \$7,179.19 [Exhibit 17](#)
 3. Field Manager Report [Exhibit 18](#)
 - a. Review of Emailed Response to All Field Service Requests [Exhibit 19](#)
 - b. Review of Streetlight Requests and Agreement [Exhibit 20](#)
 - c. Discussion on Weather Station Encroachment [Exhibit 21](#)
 - d. Sidewalk Pressure Washing Proposals [Exhibit 22](#)
 - i. Fireman Toms Pressure Washing
 - A) Sawgrass Bay Blvd (Sanctuary Drive – Village 3 and 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
 - ii. Platinum Exterior Services – Sidewalk from Goldcrest Loop to Pond 28 - \$120.00 [Exhibit 23](#)





V. Staff & Vendor Reports (Continued)

- F. Serenoa POA Amenity Manager
- G. Palms at Serenoa HOA Amenity Manager

VI. Consent Agenda

- A. Consideration and Acceptance of the Minutes of the Board of Supervisors Workshop Held September 20, 2024 [Exhibit 24](#)
- B. Consideration and Approval of the Minutes of the Board of Supervisors Regular Meeting Held October 24, 2024 [Exhibit 25](#)
- C. Consideration and Acceptance of the Unaudited October 2024 Financial Statements [Exhibit 26](#)

VII. Liaison Reports

- A. Landscape and Environmental – *Gene Mastrangeli/Carl Weston*
- B. Amenities – *Gene Mastrangeli*
- C. Public Safety – *Carl Weston*
- D. Finance – *Robert Wolski*
- E. Public Information – *Michael Aube*
- F. Accountability – *Michael Aube/Carl Weston*

VIII. Supervisor Requests

- A. Next Workshop Agenda Items
- B. Next Meeting Agenda Items

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

X. Action Item Summary *(For Inclusion in Minutes)* [Exhibit 27](#)

XI. Next Workshop Attendance Check

	<i>In Person</i>	<i>Virtually</i>	<i>Not</i>
Carl Weston (1)			
John Holden (2)			
(3)			
Robert Wolski (4)			
Gene Mastrangeli (5-VC)			

December 12, 2024 at 10 a.m.
Palms at Serenoa Clubhouse
17244 Bay Cedar Way,
Clermont, FL 34714





XII. Next Meeting Quorum Check

	<i>In Person</i>	<i>Virtually</i>	<i>Not</i>
Carl Weston (1)			
John Holden (2)			
(3)			
Robert Wolski (4)			
Gene Mastrangeli (5-VC)			

January 2, 2025 at 10 a.m.
Serenoa Club Amenity Center
17555 Sawgrass Bay Blvd.,
Clermont, FL 34714

XIII. Adjournment



EXHIBIT 1



OATH OF OFFICE

(Art. II, § 5(b), Fla. Const.)

STATE OF FLORIDA

County of LAKE

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT SUPERVISOR

(Full Name of Office – Abbreviations Not Accepted)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words “so help me God.” See § 92.52, Fla. Stat.]

Signature

(Affix Seal Below)

Sworn to and subscribed before me by means of ____ physical presence
Or ____ online notarization this ____ day of _____, 20____.

Signature of Officer Administering Oath or of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☐ or Produced Identification ☐

Type of Identification Produced _____

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: Home ☐ Office ☐

Street or Post Office Box

Print Name

City, State, Zip Code

Signature

EXHIBIT 2



RESOLUTION 2025-04

**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*, being situated entirely within Lake County, Florida; 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:

_____	is appointed Chairperson
_____	is appointed Vice Chairperson
Kyle Darin	is appointed Secretary
_____	is appointed Assistant Secretary
_____	is appointed Assistant Secretary
_____	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 5th day of December, 2024.

ATTEST:

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair, Board of Supervisors



EXHIBIT 3



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.



Avalon Groves CDD Supervisor Liaisons

Public Safety (Carl Weston)

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

This portfolio will include interaction with neighboring agencies and pertinent public safety, local government, and school district officials during the year to ensure constant communication and open discourse to address current and potential public safety issues focusing on engendering multiple strategies to improve public safety outcomes for the District's residents with regards to infrastructure, traffic, and emergency response.

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

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.



Avalon Groves CDD Supervisor Liaisons

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.

The liaison shall work closely with the management team and will update the Board of Supervisors on activities but is not responsible for executing or directing the District's Statutory reporting requirements.



EXHIBIT 4



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 on 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 Responsive 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 Responsive 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 5



RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District 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 by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure replace all prior versions of the Rules of Procedure and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

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

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

[Remainder of page intentionally blank]



[Signature page to Resolution 2025-05]

PASSED AND ADOPTED this 5th day of December 2024.

ATTEST:

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure



EXHIBIT A:
AMENDED AND RESTATED RULES OF PROCEDURE



EXHIBIT 6





Avalon Groves CDD Aquatics

Inspection Date:

11/27/2024 9:23 AM

Prepared by:

Lee Smith

Account Manager

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



Inspection Report

SITE: 61

Condition: Excellent Great ✓Good Poor Mixed Condition ✓Improving



Comments:

Decaying cattails were present along the parts of the perimeter of this pond. Also noted some torpedo grass growth along the shoreline. Technician will continue to target and treat accordingly.

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

SITE: 62

Condition: Excellent Great ✓Good Poor Mixed Condition Improving



Comments:

No algae present. Torpedo grass and Slender spikerush were observed along the edge of the pond in moderate amounts and will be addressed.

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

Inspection Report

SITE: 63

Condition: ☒Excellent Great Good Poor Mixed Condition Improving



Comments:

No water present in this pond. Grasses appear to be being maintained and there was no nuisance vegetation present here during this inspection.

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

SITE: 64

Condition: Excellent Great Good ☒Poor Mixed Condition Improving



Comments:

This pond is experiencing some nuisance grass growth throughout. Also observed some surface algae within these grasses. This pond has been added to the technicians notes as a high priority for next visit.

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

Inspection Report

SITE: 65

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Minor torpedo grass growth observed along the shoreline of this pond. Routine maintenance and monitoring will occur here.

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

SITE: 1

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Only thing to note in this pond was the presence of torpedo grass along the shoreline. Technician will target this growth during the next visit.

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

Inspection Report

SITE: 2

Condition: Excellent Great ✓Good Poor Mixed Condition Improving



Comments:

Minor amounts of subsurface algae was observed throughout. Also noted some torpedo grass growth along the perimeter. These areas will be addressed.

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

SITE: 3

Condition: Excellent ✓Great Good Poor Mixed Condition Improving



Comments:

Lilies appear to be in good health. Minor torpedo grass growth along the shoreline once again. Technician will target.

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

Inspection Report

SITE: 4

Condition: Excellent Great ✓Good Poor Mixed Condition Improving



Comments:

Lilies are in good health, but the number could be reduced as they are starting to over take the pond. Will add to technician's notes. Also observed some torpedo grass and slender spikerush growth along the shoreline. Technician will treat accordingly.

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

SITE: 5

Condition: Excellent Great ✓Good Poor Mixed Condition Improving



Comments:

Moderate amounts of slender spikerush was observed along the shoreline of this pond. This growth will be treated at full force during the next visit.

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

MANAGEMENT SUMMARY



With December on the way, fall gives way to winter. We can expect mornings and nights, as well as evenings, to have colder temperatures with the occasional higher daytime temperature. The growth rate for both algae and nuisance plants are slowing as a result, giving technicians the ability to make headway in more overgrown areas. Rain events are becoming less frequent, leading to extended decay times for surface algae (further extended by the cold weather). Additionally, water levels across most ponds will be/are decreasing.

On this visit, nearly all ponds inspected were in great condition. Filamentous algae was present in only minor amounts. Nuisance grasses were the main culprit and they were present in moderate amounts along the shorelines and within some of the beneficients. These areas have been added to the technician's notes for next visit. Overall, ponds are in good shape but still more progress to be made. Our technician will continue to apply the proper treatments to combat any new or existing growth. The cooler weather that is coming will continue to keep the ponds looking good.

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



EXHIBIT 7



Entry	Date Created	To:	Name	Address	Message	Resolution	Date
51	2024-11-18 16	Pond/Storm water Drainage System	Yi	17402 Saw Palmetto Ave	Pond 56 Saw Palmetto Ave The pond has algae which is expanding. Also, there is trash. We plan to clean the trash best we can, but would like the pond treated and clean of the algae.	Forwarded to vendor same date as submission 11/27 Email: The pond technician is out every two weeks to monitor the Avalon Groves ponds. Algae in pond 51 was noted on the October aquatics report and ongoing algicide applications are scheduled. With the cooler weather and less runoff, we should see a reduction in algae blooms over the next few months. Shoreline debris will be picked up as part of the aquatic team's maintenance service, I imagine the recent rains from the hurricanes have moved a fair bit of debris into the District's stormwater system and it'll take a little time to get on top of it, but the technician is working on it.	27-Nov
20	2024-09-20 20	Pond/Storm water 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 15	Pond/Storm water 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	
340	2024-08-19 14	Pond/Storm water 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	11/14 Skeeter treatment started



EXHIBIT 8





Steadfast Environmental, LLC

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

Proposal

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

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.

Total \$6,500.00

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): _____



EXHIBIT 9



Entry	Date Created	To:	Name	Address	Message	Resolution Date	
55	2024-11-25 14	Landscape and Irrigation	LANDRY	17555 SAWGRASS BAY BLVD	The irrigation system at the Village 2 entry island is controlled by the CDD. The landscaping that is there tends to die because it is either turned off or not running as frequently as needed. Could we please have this addressed asap. Thank you!	emailed 11/27: Irrigation for annuals set to run 3 days a week for 30 mins. Additional vendor note - flowers are due for replacement	27-Nov
54	2024-11-21 20	Landscape and Irrigation	Burtis	2524 Alligator Flag Ct	This note in the CDD portal is to document the result of some work done on CDD property behind our house at 2524 Alligator Flag Court. On 11/9/2024, the CDD area behind houses on Alligator Flag Court was cleared by a bush hog. In the process of clearing some very tall brush, the equipment slid down the slope and got stuck in the water behind our yard. In the attempt to remove the equipment, our yard was damaged by the bush hog and trucks assisting in the removal. After our first email to Shirley regarding this damage we were told to provide a quote for the damage and it would be forwarded to the landscape vendor. After a follow-up email to Shirley and before we obtained a quote we were told that “The CDD landscape vendor has confirmed they will bring in sod to repair any damages caused to your (our) property. I (Shirley) haven’t been given a date yet, but it is in the works.” We do hope that someone will take a look at this. In order for some of the sod in our yard to remain in place, a large, sandy hole on the CDD property would need to be filled in and stabilized. There currently is no Bahia grass to cut in the CDD area. We also have some ruts in our side yard from where a truck (assisting in the equipment removal) was parked.	Forwarded to vendor same date as submission Damage was repaired.	25-Nov
53	2024-11-21 10	Landscape and Irrigation	Schaeffer	2437 Southlawn Lane	Hurricane Milton bent over and damaged multiple trees in the area behind my home and near by homes. Can these trees be removed or straightened? This behind homes with odd numbers on Southlawn Lane backing up to Lake of the Windows.	Forwarded to vendor same date as submission 11/21 Emailed: These trees appear to be in the conservation area which is not maintained by the CDD’s landscape vendor. They will not be straightened. However, our landscape vendor will check for any fallen trees and debris that may be encroaching onto CDD property. Those should be addressed up to the boundary with the conservation area/wetland setback over the course of the next couple of weeks.	21-Nov
52	2024-11-18 16	Landscape and Irrigation	Ardelean	3433 meadow beauty	The sprinklers along grassy area and sidewalks RIGHT OUTSIDE main entrance of Palms at Serenoa along Sawgrass run EVERY DAY. They were running late at night (midnight sunday night Nov 17) but also run in the mornings around 5:30am when I'm biking! If yards can only be watered per Lake county rules once a week, this needs to be fixed! Huge waste of water!!	Forwarded to vendor same date as submission This is normal operation.	25-Nov

Entry	Date Created	To:	Name	Address	Message	Resolution Date	
50	2024-11-16 08	Landscape and Irrigation	Noyes	17624 Saw Palmetto Ave 34714	Hi sent previous emails that palm tree was leaning and would fall - it feel and the debris needs to be taken care of along with another dead tree just beyond it. I asked months ago that the tree be taken care of out of fear it would fall and it did can someone please come take care of this. You tend to continue to raise your annual costs yet neglect to either respond or resolve issues and I don't understand why. Thank you	Forwarded to vendor same date as submission This is in conservation area will need approved proposal to remove SEE WALK-ON EXHIBIT	25-Nov
49	2024-11-13 12	Landscape and Irrigation	Burtis	2524 Alligator Flag Ct	Occasionally, bark from this tree (see photos) behind our yard peels off and lands on top of our pool enclosure. Can someone please take a look at it?	Forwarded to vendor same date as submission 11/18 email: Thank you for the pictures. The tree appears to be leaning away from private property and our landscape vendor reviewed it to confirm it is located within the conservation area. Generally dead or damaged trees within the conservation area that are not considered hazardous are allowed to decompose naturally.	18-Nov
47	2024-11-07 12	Landscape and Irrigation	LANDRY	17555 SAWGRASS BAY BLVD	I hope this message finds you well. As we prepare for the installation of holiday decorations, I kindly ask if the CDD could ensure that the monument areas at the entrances to Village 1 are cleared of weeds and overgrown brush before the 22nd of November. This will help maintain a neat and festive appearance for the community as we approach the holiday season.	Forwarded to vendor same date as submission	12-Nov
46	2024-10-28 15	Landscape and Irrigation	Davis	3416 yellowtop Loop	CDD came by and mowed the part of grass around the pond on the house side but did not go down to the other side of the pond. It has grown very high due to the storms and needs to be cut back. Our CDD costs have gone up and we expect this be done in a timely fashion. .Yes they always do cut it, but this time they did not.	Forwarded to vendor same date as submission This was addressed with the crew. there were new staff members.	22-Nov
45	2024-10-26 08	Landscape and Irrigation	Deslauriers	17613 Serenoa Blvd	The tree outside the exit lane at village 2 that was blown over during the storm is still in that state. Also, the newly planted sod doesn't seem to be getting enough water. It's getting brown.	Forwarded to vendor same date as submission This is on POA property.	18-Nov
44	2024-10-26 08	Landscape and Irrigation	Galasso	3650 Blue Sage Loop Clermont Fl 34714	Damaged tree along pond behind homes caused by recent hurricane	Forwarded to vendor same date as submission Adressed during clean up	18-Nov
41	2024-10-23 20	Landscape and Irrigation	Ferrara	3608 Sky Flower Ct	We had a new fence installed yesterday. Today the grass was mowed behind the fence. As you can see from the video the mower hit our fence. It didn't damage it this time. The mower couldn't fit behind the fence because of all the overgrown weeds. Also, the task was not completed in the corner of the fence leaving behind overgrown weeds. How will this be completed in the future to ensure no damage to our fence and a completed job? Who owns the big trees and the lake directly behind our home?	Forwarded to vendor same date as submission	

Entry	Date Created	To:	Name	Address	Message	Resolution	Date
40	2024-10-21 13	Landscape and Irrigation	Escott	17611 Saw Palmetto Ave	I hope you are well. We have noticed that the trees between our property line and the retention pond need some attention. Behind 17611 Saw Palmetto Ave 2 have died 1 is leaning 1 has broken in half	Forwarded to vendor same date as submission	
39	2024-10-21 08	Landscape and Irrigation	Stutesman	2408 Southlawn Ln	Since the hurricane , we have noticed a few trees that surround the pond behind our house (pond 51) that are leaning over and need to be put upright.	Forwarded to vendor same date as submission	
38	2024-10-19 18	Landscape and Irrigation	Burtis	2524 Alligator Flag Ct	We are aware of a proposal to bush hog the CDD area behind the east side of Alligator Flag Ct., but that area behind our house has been overtaken by the conservation area. It's filled with stagnant water, dead and decaying trees, and overgrown brush and vines. In June after a tree from that area fell against our screened enclosure we had sent two emails to Shirley who was going to forward them to the vendor. We appreciate any help you can give to restore the CDD property to a well-maintained buffer between our property and the conservation area.	Forwarded to vendor same date as submission 11/14 Email attached	14-Nov
37	2024-10-18 16	Landscape and Irrigation	Wennmacher	17419 Saw Palmetto Ave	Hello I am messaging because during Hurricane Milton a tree in the back half of our neighbors yard just outside of their fence and possibly "technically" in the conservation area split in half and fell into the downslope of our backyard. The area into which it fell	Forwarded to vendor same date as submission	
36	2024-10-17 16	Landscape and Irrigation	Weston	Blazing Star Circle.	Several severely damaged trees need to be cut and removed. See notes on pictures.	Forwarded to vendor same date as submission	
35	2024-10-17 10	Landscape and Irrigation	April	3680 Paragon Lane	At the far end of Paragon near house #3680, in the cul-de-sac, the debris from Hurricane Milton has not been cleaned up. The debris at the front of the community was cleaned up quickly, but the Paragon Lane cul-de-sac is still a mess. There is debris in the street and on the sidewalk. In addition, there is discarded trash in the conservation area, e.g. pallets and large amounts of plastic. The lawn has not been mowed again. There is a couple chunks of concrete and a piece of wood lying near the sidewalk/playground. It continues to be a problem that the Paragon Lane cul-de-sac is not maintained at an acceptable level. I would like action taken quickly and a response to assure me this disregard will not continue to occur.	Forwarded to vendor same date as submission	
34	2024-10-15 14	Landscape and Irrigation	Jacoby	3457 Meadow Beauty Way, Clermont, FL 34714	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	Forwarded to vendor same date as submission	
33	2024-10-12 21	Landscape and Irrigation	Deslauriers	17613 Serenoa Blvd	One of the trees that I reported leaning over after Hurricane Ian has now been blown over further by Hurricane Milton.	Forwarded to vendor same date as submission	
31	2024-10-11 07	Landscape and Irrigation	Ferrara	3608 Sky flower ct	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	Forwarded to vendor same date as submission	



Entry	Date Created	To:	Name	Address	Message		Resolution Date
30	2024-10-11 01	Landscape and Irrigation	Budzynski	17346 Blazing Star Circ	Pond behind our house has multiple trees down from storm	11/5 forwarded to vendor	31-Oct
28	2024-10-10 21	Landscape and Irrigation	Acevedo	17350 Blazing star circle	There are two trees that have been destroyed.	Forwarded to vendor same date as submission	31-Oct
26	2024-10-10 16	Landscape and Irrigation	McParlin	17354 blazing star circle	There are 2 dead trees that are down around the pond behind 17346 and the other behind 17354 blazing star circle	Forwarded to vendor same date as submission	31-Oct
25	2024-10-07 15	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 08	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!!	Forwarded to vendor same date as submission **This has been removed from the property while we were completing storm clean up.	14-Nov
23	2024-09-28 11	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.	Forwarded to vendor same date as submission	
21	2024-09-23 09	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.	Forwarded to vendor same date as submission	



Entry	Date Created	To:	Name	Address	Message		Resolution Date
19	2024-09-20 11	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 .	Forwarded to vendor same date as submission	
17	2024-09-18 10	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	9-Nov
12	2024-09-13 15	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	2-Oct
9	2024-09-04 09	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: requested location info as no access to streetlight # map - forwarded to vendor	
7	2024-09-01 11	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	

Entry	Date Created	To:	Name	Address	Message	Resolution	Date
6	2024-08-31 13	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 13	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 This has been addressed	3-Dec
4	2024-08-30 17	Landscape and Irrigation	Placious	17618 Blazing Star Circle	Irrigation Power Junction Box was pulled up out of the ground during CDD grass mowing. Exposed electrical 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	18-Sep
1	2024-08-27 18	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	9-Nov
353	2024-08-25 19	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	



Entry	Date Created	To:	Name	Address	Message	Resolution Date
347	2024-08-21 0	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 09	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 9-Nov
342	2024-08-19 22	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 1-Oct
338	2024-08-19 12	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 This has been addressed. 3-Dec
337	2024-08-16 10	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 9-Nov



From: Shirley M. Conley <sconley@vestapropertyservices.com>

Sent: Thursday, November 14, 2024 10:30 AM

To: oblong.radish-0@icloud.com

Subject: FW: 2524 Alligator Flag Court, Serenoa Lakes

Importance: High

Good morning Peggy,

If there is damage to your property by the CDD's landscape vendor please provide a quote for the repairs and I'll forward it to them to address.

As far as the CDD's property, now that the shrubs have been cut back, ground cover will fill back in over time and the landscape vendor will be able to keep the area maintained in accordance with the maintenance scope. Erosion is not anticipated in this area, but the Field Manager will monitor it for any issues.

Tract 0-2 is approximately 25 ft at its widest point and less than 2 ft at its narrowest.

The conservation area is designated wetland so there will be stagnant water after each rain event until water infiltration is completed. Insects are an anticipated part of the ecosystem for the conservation area, the CDD does not treat the conservation area for them. However, a request was made to Lake County a few months ago to include the villages when they conduct mosquito fogging in the area and gate codes were provided by the POA/HOA CAMs to allow them access.

The Board approved the installation of a bat box at the far end of pond 36 to be completed later in the fiscal year (once revenue from the tax collector is received), and the Board is also considering the cost benefit of adding mosquito fish to the ponds as an additional supplemental measure for ongoing mosquito control.

Thank you,

Shirley

District Communications Reminder: Florida has a very broad public records law. Your email communication may be subject to public disclosure. **BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY ALL" TO THIS E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE SENDING PARTY AND/OR PERTINENT STAFF MEMBERS ONLY.**

CONFIDENTIALITY NOTICE: This e-mail, and any attachment to it, contains privileged and confidential information intended only for the use of the individual(s) or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system.



From: oblong.radish-0@icloud.com <oblong.radish-0@icloud.com>

Sent: Wednesday, November 13, 2024 12:33 PM

To: Shirley M. Conley <sconley@vestapropertyservices.com>

Subject: 2524 Alligator Flag Court, Serenoa Lakes

Importance: High

Hi Shirley,

We have waited months for the CDD area behind our home to be cleared. I first wrote in June when a tree fell against our pool enclosure. Now an area has been cleared, but it's a complete disaster. Due to the water in the CDD and or conservation area, the equipment was stuck in the water and had to be pulled out of it by a truck with a winch and in the process the sod in our yard was torn up. Another concern is the stagnant water and insects.

Due to possible further erosion issues we cannot afford to wait another five months for this to be fixed. Could someone please call us as soon as possible to let us know what will be done to fix this? It's hard to wait in the dark and wonder what will be done.

We sincerely appreciate any help.

Margaret (Peggy) Burtis

P.S. Does anyone have the dimensions of the CDD area behind our house?





EXHIBIT 10



PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #100807

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

Edgemont Play Grond Repairs

Estimated Job Start Date

November 18, 2024

Proposed By

Bismark Quiles

Due Date

Estimate Details				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Irrigation Installation				
Irrigation Labor				\$340.00
Miscellaneous Irrigation Parts	Each	1	\$30.66	\$30.66
1 Station Battery Node	Each	1	\$285.84	\$285.84
			Subtotal	\$656.50
			Estimated Tax	\$0.00
			Job Total	\$656.50

This opportunity is to repairs zone damage by new sidewalk installed at the playground on Edgemont.

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

Proposed By:

Bismark Quiles

Down to Earth

11/04/2024

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 and Conditions at <https://dtelandscape.com/terms-and-conditions/>.

EXHIBIT 11



**Down to Earth**

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #100060**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

Edgemont Property Line Clean
up

Estimated Job Start Date

November 18, 2024

Proposed By

Justin Sarka

Due Date**Estimate Details**

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep				\$2,600.00
Debris Removal and Disposal Fee	Each	3	\$89.99	\$269.97
Subtotal				\$2,869.97
Estimated Tax				\$0.00
Job Total				\$2,869.97

Scope of work;

Cut back encroaching conservation area along Duval Ct,Paragon Ct. This will include trash removal from construction.

Proposed By:

Justin Sarka

Down to Earth

11/05/2024

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 and conditions at <https://dtelandscape.com/terms-and-conditions/>.

EXHIBIT 12



**Down to Earth**

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #100724**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
Regrade and Sod

Estimated Job Start Date
November 27, 2024

Proposed By
Justin Sarka

Due Date

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep				\$2,600.00
Pickup and Delivery Fee	Dollar	1	\$64.99	\$64.99
Fill Clean	Cubic Yard	5	\$202.31	\$1,011.55
Bahia Sod	Pallet	3	\$357.40	\$1,072.21
Subtotal				\$4,748.75
Estimated Tax				\$0.00
Job Total				\$4,748.75

Scope of Work;

Regrade and sod Cdd tract at end of Paragon, to a maintainable grade.

Proposed By:

Justin Sarka
Down to Earth

11/05/2024
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 and Conditions at <https://dtelandscape.com/terms-and-conditions/>.

EXHIBIT 13



**Down to Earth**

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #100725**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

Edgemont Mulch Refresh

Estimated Job Start Date

November 28, 2024

Proposed By

Justin Sarka

Due Date

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Delivery Fee	Dollar	2	\$64.99	\$129.98
Cocoa Mulch Installed	Cubic Yard	200	\$64.00	\$12,800.00
Subtotal				\$12,929.98
Estimated Tax				\$0.00
Job Total				\$12,929.98

Scope Of Work;

Refresh all landscape beds within Edgemont.

Proposed By:

Justin Sarka

Down to Earth

11/05/2024

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 14



**Down to Earth**

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #100726**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

Edgemont Entrance Plant
Replacements

Estimated Job Start Date

November 27, 2024

Proposed By

Justin Sarka

Due Date**Estimate Details**

Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep				\$975.00
Debris Removal and Disposal Fee	Each	1	\$89.99	\$89.99
Pickup and Delivery Fee	Dollar	1	\$64.99	\$64.99
Irrigation Labor (E)	Each	5	\$85.00	\$425.00
Live Oak "Cathedral"	2" Caliper	2	\$481.76	\$963.51
Tabebuia - pink	25 Gallon	2	\$354.64	\$709.28
Plumbago "Blue"	3 Gallon	15	\$21.88	\$328.20
Subtotal				\$3,555.97
Estimated Tax				\$0.00
Job Total				\$3,555.97

Scope Of Work;

Replace dead, declining, missing plant material along entrance of Edgemont.

Proposed By:

Justin Sarka

Down to Earth

11/05/2024

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 and Conditions at <https://dtelandscape.com/terms-and-conditions/>.

WALK-ON EXHIBIT



**Down to Earth**

PO Box 72701
Cleveland, Ohio 44192-0002
(321) 263-2700

Estimate: #104471**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

Remove Fallen Palm from
Behind 17624

Estimated Job Start Date

December 9, 2024

Proposed By

Justin Sarka

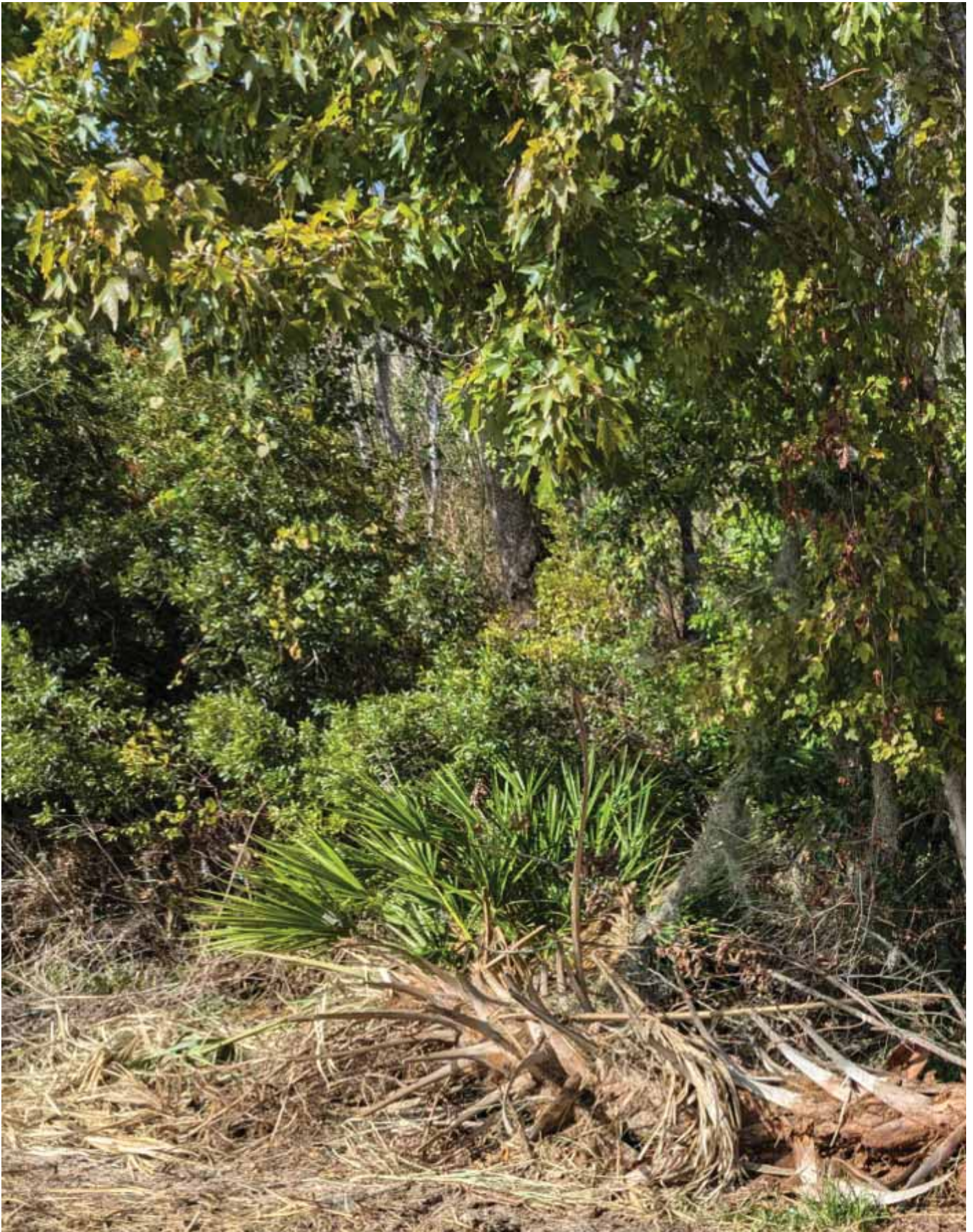
Due Date

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep				\$130.00
Debris Removal and Disposal Fee	Each	2	\$89.99	\$179.98
Subtotal				\$309.98
Estimated Tax				\$0.00
Job Total				\$309.98

Scope of Work;

- Remove fallen palm tree.

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 and Conditions at <https://dtelandscape.com/terms-and-conditions/>.



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 and Conditions at <https://dtelandscape.com/terms-and-conditions/>.



Proposed By:

Justin Sarka
Down to Earth

12/03/2024
Date

Agreed & Accepted By:

Vesta Property Services Date

EXHIBIT 15



From: MachForm <mailer@forms-db.com>
Sent: Thursday, October 31, 2024 1:39 PM
To: Kyle T. Darin <kdarin@vestapropertyservices.com>; Shirley M. Conley <sconley@vestapropertyservices.com>
Subject: CDD - Avalon Groves Contact [#378]

To: District Manager - Kyle Darin

Your Name Gina Meronek

Address [16991 Basswood Ln](#)
[Clermont, FL 34714](#)
[United States](#)

Phone (608) 575-7440

Email ginameronek@gmail.com

Message

Hello Kyle,

I'd like to request that the Avalon Groves CDD address what has rapidly changed from a beautiful conservation view to an eyesore construction view. Unfortunately, the CDD did not adequately acquire protection for the conservation lots (which were sold at a premium) and now the encroaching Sanctuary development has significantly changed our conservation lots. See attached pictures -- if the CDD owns the far side of the pond, could it not plant a new screen of trees / hedges / bushes to once again restore the conservation privacy? We now have full view of another development and construction, which is not what we paid the conservation premium for.



On Thu, Oct 31, 2024 at 3:30 PM Shirley M. Conley <sconley@vestapropertyservices.com> wrote:

Hi Gina,

Thank you for report. Unfortunately your request lies outside the purview of the CDD.

The CDD maintains existing infrastructure conveyed to it by the developer and is not involved in or responsible for the marketing of private property.

Your pictures do not indicate encroachment onto the CDD's property; the wetland buffer on the far end of pond 37 appears intact and remains in its natural state as required by the governing regulations.

Beyond pond 37, the narrow strip of conservation area, outlined in red below, is located outside the boundaries of the CDD and the CDD has no jurisdiction over this property or the residential parcels beyond.

If you have concerns about the conservation area, you might wish to discuss them with the governing authority - St Johns Water Management District – the Environmental Resource Permit # for this parcel appears to be 95314.

<https://www.sjrwmd.com/contact/>

Thank you,

Shirley



From: Gina Meronek <ginameronek@gmail.com>
Sent: Thursday, October 31, 2024 5:06 PM
To: Shirley M. Conley <sconley@vestapropertyservices.com>
Cc: mw@aubepartners.com; David Landry <david.landry@fsresidential.com>
Subject: Re: FW: CDD - Avalon Groves Contact [#378]

Hello Shirley,

This is both a disappointing and confusing answer. There is absolutely no indication in the plat books that anyone other than the property owner, KB homes, has ownership over that land. We in Serenoa have tried contacting the St John's water management before and they have firmly told us they have no purview over any of the so-called "conservation" land -- this was apparently a marketing term that the developer swindled us into believing with official-looking signage all around the greenspace. It was a great way to get us to pay a premium, we continue to pay a premium to the CDD for a value of a "planned" community that apparently wasn't as planned as one might assume.

I am not versed in FL permits so I ask you to validate the conservation lack-of-status with St John's Water Management.

Moreover, I am not asking the CDD to address the land that isn't owned by the CDD, but rather to address this issue with a seemingly reasonable resolution of some trees and plants to recreate the buffer. For example, there's a selection of neglected and overcrowded live oaks that are in a triangle behind the first house on the left in the loop that clearly haven't been maintained or cared for by the CDD, surely moving some of those trees to give the rest a chance would be possible as a way to solve several problems. We also have had failing magnolia's on the Basswood loop for several years which look sad, perhaps they'd do better closer to a water source and could be replaced with plants able to better withstand whatever conditions are in the middle greenspace.

Gina Meronek



On Thu, Oct 31, 2024, 5:54 PM Shirley M. Conley <sconley@vestapropertyservices.com> wrote:

Hi Gina,

Areas designated conservation/wetland (dotted purple on the District's ownership/maintenance map) and wetland buffer (colored tan) are to be left in their natural state according to the land development code and supporting environmental permits. The only time the CDD would be allowed to plant in these area is if an encroachment has been noted that puts the District out of compliance with regulatory bodies, then it's a costly process involving the District Engineer and a mitigation plan which has to be approved by the Water Management District. Outside of compliance requirements vegetation is not added to or removed from these areas.

The plat usually outlines what areas are defined as conservation and wetland buffer. Uncertified copies of the plats are available in the Documents section of the District's website <https://www.avalongrovescdd.org/documents>

I believe the Basswood Circle greenspace is one of the many areas affected by the mainline break on Sawgrass Bay Blvd, but I will pass along the information you provided to the Field Manager and landscape Account manager in case there's any action that can be taken prior to the irrigation repair. The District Manager is working with the contractor to get the mainline repaired at their expense.

Thank you,

Shirley

On Fri, Nov 8, 2024, 12:44 PM Gina Meronek <ginameronek@gmail.com> wrote:

Good afternoon Shirley,

I spoke with Hailey Ambrose at the St John's Water Management permitting / compliance team and actually we would be allowed to plant trees in the conservation easement, they just ask that the CDD reach out to them with the plans and include what trees / plants are planned so they can assess for appropriateness. Given that there are live oaks all around the conservation area in question, it would seem perfectly appropriate to transfer some of the overcrowded live oaks from the triangle to the land between the retention pond and the fence line. There's even a damaged oak there now that may not make it.

Please let me know how we can move forward with a plan.

Thank you,

Gina Meronek



From: Justin Sarka <Justin.Sarka@down2earthinc.com>
Sent: Friday, November 15, 2024 2:41 PM
Subject: RE: CDD - Avalon Groves Contact [#378]

Shirley,

I would advise not to transplant, if the district would like to do something it would be in the best interest to choose something that would not require irrigation. There are no solutions I can recommend that would provide instant results for this resident. It being a conservation area it would have to be a Florida native sapling to have a higher success rate. It would take several years to block any view.

...

Justin Sarka

Account Manager

Direct: (321)241-5617

Justin.Sarka@down2earthinc.com

27185 County Road 448A

Mount Dora, FL 32757

www.DTELandscape.com



From: Gina Meronek <ginameronek@gmail.com>
Sent: Tuesday, November 19, 2024 7:15 AM
To: Shirley M. Conley <sconley@vestapropertyservices.com>
Cc: mw@aubepartners.com; David Landry <david.landry@fsresidential.com>
Subject: Re: FW: CDD - Avalon Groves Contact [#378]

Good morning all,

Could I get a reply on this matter please? As noted below, we are not blocked by the district in planting natives appropriately in the conservation area, and we even have a ready supply of trees that are currently too close together to survive as a group given live oaks growth rates and root spread.

Thank you,

Gina Meronek

On Tue, Nov 19, 2024 at 9:06 AM Shirley M. Conley <sconley@vestapropertyservices.com> wrote:

Hi Gina,

It's on the agenda for the Board to discuss at the December meeting.

Thank you,

Shirley



EXHIBIT 16



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

EXPENDITURES	SERVICE PROVIDER (VENDOR)	FY 2025 ADOPTED	BUDGET %
LANDSCAPE MAINTENANCE	Down to Earth	\$ 314,715.00	23.80%
STREETLIGHTS	HV Solar Lighting	\$ 295,000.00	22.31%
FIELD CONTINGENCY		\$ 88,900.00	6.72%
LANDSCAPE - REPLENISHMENT		\$ 76,000.00	5.75%
LEGAL SERVICES	Kutak Rock	\$ 60,000.00	4.54%
LAKE & POND MAINTENANCE	Steadfast Environmental	\$ 54,600.00	4.13%
MIDGE FLY TREATMENT		\$ 53,592.00	4.05%
WETLAND MITIGATION & MONITORING	BioTech Consulting	\$ 49,800.00	3.77%
UTILITY WATER	Sunshine Water Services	\$ 45,000.00	3.40%
ENGINEERING SERVICES	Stantec	\$ 40,000.00	3.02%
INSURANCE	Egis	\$ 35,000.00	2.65%
DISTRICT MANAGEMENT SERVICES	Vesta	\$ 34,608.00	2.62%
STORMWATER REPORTING	Stantec	\$ 25,000.00	1.89%
UTILITIES-ELECTRICITY	SECO	\$ 20,000.00	1.51%
WILDLIFE REMOVAL		\$ 18,600.00	1.41%
TRUSTEE FEES	Regions	\$ 17,500.00	1.32%
HARDSCAPE REPAIRS & MAINT.		\$ 15,000.00	1.13%
POND PLANTINGS AND EROSION CONTROL	Steadfast Environmental	\$ 15,000.00	1.13%
SUPERVISOR COMPENSATION		\$ 12,000.00	0.91%
PORTER SERVICES	Clean Star Services	\$ 10,000.00	0.76%
PLAYGROUND REPAIRS & MAINT.		\$ 9,000.00	0.68%
FIELD MANAGEMENT	Vesta	\$ 6,489.00	0.49%
DISCLOSURE REPORT	Vesta	\$ 5,408.00	0.41%
RESERVE STUDY		\$ 5,000.00	0.38%
LEGAL ADVERTISEMENTS	Lake (Orlando) Sentinel	\$ 4,000.00	0.30%
AUDITING	DMHB	\$ 3,800.00	0.29%
FOUNTAIN REPAIR (MAINTENANCE)	Cascade Fountains	\$ 2,700.00	0.20%
TECHNOLOGY & WEBSITE ADMIN.	Campus Suite	\$ 2,015.00	0.15%
ARBITRAGE REBATE REPORT	LLS Tax Solutions	\$ 2,000.00	0.15%
MISCELLANEOUS (appraisal, mailing, etc.)		\$ 1,500.00	0.11%
REGULATORY AND PERMIT FEES	State of Florida	\$ 175.00	0.01%
BANK FEES	Bank United	\$ 150.00	0.01%
TOTAL EXPENDITURES:		\$ 1,322,552.00	100.00%

EXHIBIT 17





DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR

P.O. Box 327 • Tavares, FL 32778-0327 • Phone 352-343-9602 • www.laketax.com

October 30, 2024

Mr. Kyle Darin
Avalon Groves CDD, District Manager
Vesta District Services
250 International Pkwy, Ste 208
Lake Mary, FL 32746

Dear Mr. Darin,

As you are aware, the Tax Collector is directed by F.S. 218.36(2) and F.A.R.12D-11.008, to remit any unused revenues at year end that exceed operational costs to the taxing authorities, proportional to the fees and commissions paid to the Tax Collector. The total unexpended Tax Collector fees and commissions for the fiscal year ended September 30, 2024, is \$2,074,905.28, primarily due to operating costs amounting to just 86% of total revenues.

In accordance with the aforementioned statute, we are distributing \$4,369.75 to Avalon Groves CDD – Debt and \$2,809.42 to Avalon Groves CDD - Maintenance, which represents the district's pro rata share of unspent Tax Collector revenues for the fiscal year ended September 30, 2024.

For transparency, a detailed financial report illustrating the reconciliation of revenues and expenditures is enclosed.

Sincerely,

David W. Jordan
Lake County Tax Collector

Cc: Michael Aube, Chairman, Avalon Groves CDD

Encl



DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR
Reconciliation of Revenues and Expenditures
Fiscal Year ended 9/30/2024

TAX COLLECTOR OPERATING REVENUE \$ 14,938,721.10
FROM STATUTORY FEES AND COMMISSIONS

TAX COLLECTOR EXPENDITURES

Personnel Services	\$	9,518,067.65
Operating		3,305,876.17
Capital Outlay		39,872.00
Total Expenditures	\$	12,863,815.82

Unused and Unencumbered Revenues \$ 2,074,905.28

REVENUE FROM FEES:

FLORIDA HIGHWAY SAFETY & MOTOR VEHICLES	\$	2,782,818.11
FLORIDA DEPT. OF AGRICULTURE & CONSUMER SERVICES		78,525.00
FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION		2,065.50
TAX COLLECTOR FEES FROM TOURIST DEVELOPMENT TAX		169,457.39
DELINQUENT TAX COLLECTION FEES		98,382.09
CHIEF FINANCIAL OFFICER / FLORIDA DEPT. OF REVENUE		4,680.00
MISCELLANEOUS INCOME		48,559.09
INTEREST		4,159.97
TOTAL FEES	\$	3,188,647.15

REVENUE FROM COMMISSIONS:

DELINQUENT TAX CERTIFICATE COMMISSIONS \$ 696,886.47

BOARD OF COUNTY COMMISSIONERS	Commissions	Percentage	Unused Revenue
GENERAL FUND	\$ 7,561,710.39	0.506182	\$ 1,050,279.70
AMBULANCE MSTU	310,925.37	0.020813	43,185.00
FIRE MSTU	173,782.69	0.011633	24,137.37
FIRE MSBU	510,255.95	0.034157	70,872.54
ENVIRONMENTAL LAND PURCHASE	61,662.00	0.004128	8,565.21
SOLID WASTE SERVICES	525,652.96	0.035187	73,009.69
STORMWATER MSTU	149,839.23	0.010030	20,811.30
FIRETHORN RD ASSESSMENT	203.23	0.000014	29.05
GREATER GROVES MSBU	5,125.02	0.000343	711.69
GREATER HILLS MSBU	6,529.91	0.000437	906.73
GREATER PINES MSBU	6,437.10	0.000431	894.28
PICCIOLA ISLAND LIGHTING	81.04	0.000005	10.37
SYLVAN SHORES STREET LIGHTING	497.90	0.000033	68.47
VALENCIA TERRACE LIGHTING	130.83	0.000009	18.67
VILLAGE GREEN LIGHTING	255.22	0.000017	35.27
TOTAL BOARD OF COUNTY COMMISSIONERS	\$ 9,313,088.84	0.623419	1,293,535.37
* BALANCE AFTER PRORATION DUE TO BOCC		0.260099	539,680.79
			\$ 1,833,216.16

OTHER TAXING DISTRICTS	Commissions	Percentage	Unused Revenue
LAKE COUNTY WATER AUTHORITY	\$ 199,289.20	0.013340	\$ 27,679.24
NORTH LAKE HOSPITAL DISTRICT	53,815.68	0.003602	7,473.81
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT	696.69	0.000047	97.52
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT	121,014.79	0.008101	16,808.81
** LAKE COUNTY SCHOOL BOARD SAFETY	572,857.57	0.038347	79,566.39
† NON-AD VALOREM COMMISSIONS	792,424.71	0.053045	110,063.35
TOTAL OTHER TAXING DISTRICTS:	\$ 1,740,098.64	0.116482	\$ 241,689.12

TOTAL COMMISSIONS: \$ 11,750,073.95

TOTAL REVENUE / EXCESS FEES	\$ 14,938,721.10	\$ 2,074,905.28
------------------------------------	-------------------------	------------------------

* Florida DOR Rule 12D-11.008, Distribution of Excess Fees - Tax Collectors

** Commissions for Required Local Effort and By State Law included in BOCC General Fund, per statute 192.091(2)(b)2

† Non-Ad Valorem detail attached

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR
Reconciliation of Revenues and Expenditures
Fiscal Year ended 9/30/2024

NON-AD VALOREM DISTRICTS

District Name	Funding Agency	Commissions	Percentage of Total Revenue	Unused Revenue
Arlington Ridge CDD - Debt	Arlington Ridge CDD	\$ 5,243.20	0.000351	\$ 728.29
Arlington Ridge CDD - Maintenance		50,253.62	0.003364	6,979.98
Astatula - Solid Waste	Town of Astatula	3,960.41	0.000265	549.85
Avalon Groves CDD - Debt	Avalon Groves CDD	31,459.49	0.002106	4,369.75
Avalon Groves CDD - Maintenance		20,225.59	0.001354	2,809.42
Bella Collina CDD - Debt	Bella Collina CDD	29,521.17	0.001976	4,100.01
Bella Collina CDD - Maintenance		5,806.66	0.000389	807.14
Cascades at Groveland CDD - Debt	Cascades at Groveland CDD	10,002.55	0.000670	1,390.19
Cascades at Groveland CDD - Maintenance		3,642.63	0.000244	506.28
Country Greens CDD - Debt	Country Greens CDD	7,117.39	0.000476	987.65
Country Greens CDD - Maintenance		6,025.56	0.000403	836.19
Deer Island CDD	Deer Island Assessment	6,749.18	0.000452	937.86
Estates at Cherry Lake CDD - Debt	Estates at Cherry Lake CDD	7,851.95	0.000526	1,091.40
Estates at Cherry Lake CDD - Maintenance		678.17	0.000045	93.37
Florida Resiliency and Energy District	Florida Resiliency and Energy District	11,295.83	0.000756	1,568.63
Fruitland Park Fire - Residential	City of Fruitland Park	8,894.64	0.000595	1,234.57
Greater Lakes CDD - Debt	Greater Lakes CDD	4,751.29	0.000318	659.82
Greater Lakes CDD - Maint		6,702.82	0.000449	931.63
Groveland Fire - Residential	City of Groveland	40,235.65	0.002693	5,587.72
Groveland Fire - Vacant Land		850.90	0.000057	118.27
Groveland Fire - Commercial		4,241.96	0.000284	589.27
Groveland Fire - Industrial		3,996.76	0.000268	556.07
Groveland Fire - Institution		294.56	0.000020	41.50
Hills of Minneola CDD - Debt	Hills of Minneola CDD	14,799.12	0.000991	2,056.23
Hills of Minneola CDD - Maintenance		6,967.78	0.000466	966.91
Lady Lake - Solid Waste	Town of Lady Lake	28,751.22	0.001925	3,994.19
Lady Lake Fire - Non Residential		1,782.73	0.000119	246.91
Lady Lake Fire - Residential		12,096.06	0.000810	1,680.67
Lady Lake, Villages Fire - Non Residential		6,979.63	0.000467	968.98
Lady Lake, Villages Fire - Residential		312.92	0.000021	43.57
Lake Emma CDD - Debt	Lake Emma CDD	8,056.18	0.000539	1,118.37
Lake Emma CDD - Maintenance		1,805.47	0.000121	251.06
Leesburg Fire - Residential	City of Leesburg	41,217.83	0.002759	5,724.66
Leesburg Fire - Non-Residential		22,654.63	0.001517	3,147.63
Mascotte Fire - Vacant Land	City of Mascotte	6.20	0.000000	-
Mascotte Solid Waste		16,536.61	0.001107	2,296.92
Mascotte Street Lighting		3,125.78	0.000209	433.66
Minneola Fire, Residential	City of Minneola	6,657.34	0.000446	925.41
Minneola Fire, Non-Residential		850.18	0.000057	118.27
Minneola Fire, Vacant Land		876.28	0.000059	122.42
Mount Dora - Dogwood Mountain Reserve	City of Mount Dora	129.40	0.000009	18.67
Mount Dora Fire - Residential		33,147.49	0.002219	4,604.21
Mount Dora Fire - Non Residential		7,923.42	0.000530	1,099.70
Olympus CDD - Maintenance	Olympus CDD	4,137.86	0.000277	574.75
Pacific Ace CDD - Debt	Pacific Ace CDD	5,277.55	0.000353	732.44
Pacific Ace CDD - Maintenance		4,247.09	0.000284	589.27
Umatilla Fire - Residential	City of Umatilla	8,179.34	0.000548	1,137.05
Umatilla Fire - Non Residential		3,967.97	0.000266	551.92
Village Center CDD - La Plaza Grand Road Maint	Village Center CDD	703.06	0.000047	97.52
Village Center CDD - Rolling Acres Road Maint		2,067.25	0.000138	286.34
Village Center CDD - Voss Road Maint		42,984.30	0.002877	5,969.50
Village CDD 11- Debt	Village CDD No. 11	58,588.30	0.003922	8,137.78
Village CDD 11- Maintenance		27,327.16	0.001829	3,795.00
Villages CDD 14 - Debt	Village CDD No. 14	117,890.70	0.007892	16,375.18
Villages CDD 14 - Maintenance		21,502.71	0.001439	2,985.79
Wellness Ridge CDD - Debt	Wellness Ridge CDD	5,876.62	0.000393	815.44
Wellness Ridge CDD - Maintenance		5,196.55	0.000348	722.07
		\$ 792,424.71	0.053045	\$ 110,063.35

EXHIBIT 18



A series of thin, light brown lines forming an abstract geometric pattern in the top left corner of the page. The lines intersect to create various triangular and polygonal shapes.

**FIELD OPERATIONS REPORT
FOR
AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT
DECEMBER 2024**



EDGEMONT

- Playground.
 - Trash was found around the exterior of the playground from the construction work being done across the street. I recommend adding a trash can to this area, so this isn't a recurring topic.
 - Landscaping around the playground is in good shape.
 - No issues with the condition of the equipment.
- Mailboxes in Edgemont.
 - It is in good condition and does not need to be replaced at this time.



EDGEMONT

- Pond 59.
 - The pond is in good condition, no trash was observed around the pond's edge, and landscaping is maintained.
- The fence on the south side of Edgemont is still in need of repair, I'm working with Greg for an updated ETA on getting this fixed.



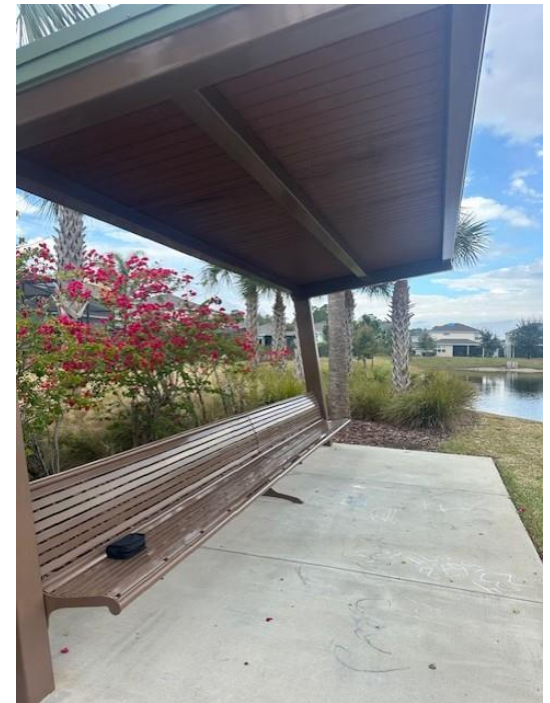
PALMS AT SERENOA

- Pond 2.
 - The fountain is not currently running.
 - The pond is in good condition, no trash was observed around the pond's edge, and landscaping is maintained.
- Pond 3/60.
 - The pond is in good condition, no trash was observed around the pond's edge, and landscaping is maintained.
- Pond 4.
 - The pond is in good condition, no trash was observed around the pond's edge, and landscaping is maintained.
- Ponds 8/5B.
 - The pond has noticeable algae on the south side, no trash was observed around the pond's edge, and landscaping is maintained.
- Pond 13.
 - The pond is in good condition, no trash was observed around the pond's edge, and landscaping is maintained.
 - The fountain is working correctly.
- Mailboxes.
 - Total of 576 boxes.
 - Total of 72 Parcel Boxes.
 - Need to be replaced. Budget Mail Boxes has them quoted @ \$1.21 per box. Total of \$784.08 Not including shipping.
 - 5 to 7 Business days to receive.
- Pond 12.
 - The pond is in good condition, no trash was observed around the pond's edge, and landscaping is maintained.
 - The fountain is working correctly.
- Pond 18.
 - The pond is in good condition, no trash was observed around the pond's edge, and landscaping is maintained.



VILLAGE 1

- Pond 28.
 - The pond is in good condition, no trash was observed around the pond's edge, and landscaping is maintained.
 - The fountain is working correctly.
 - A sidewalk quote has been submitted and is awaiting approval to complete the work.
- Park on Golden Crest Loop.
 - The park is clean, and the landscaping is well-maintained.
- Basswood Circle Area.
 - Park benches need to be replaced or resurfaced they are starting to rust.
 - The walkway throughout this area could use pressure washing to maintain cleanliness.
- Pond 29.
 - The pond is in good condition, no trash was observed around the pond's edge, and landscaping is maintained.
- Pond 30.
 - The pond is in good condition, no trash was observed around the pond's edge, and landscaping is maintained.



VILLAGE 1

- Mailboxes.
 - Total of 480 Boxes.
 - Total of 60 Parcel boxes.
 - Need to be replaced. Budget Mail Boxes has them quoted @ \$1.21 per box. Total of \$653.40. Not including shipping.
 - 5 to 7 Business days to receive.
- Intersection at Basswood Lane and Basswood Circle.
 - Looks like a resident moved their debris pile onto the road and is blocking the outgoing traffic in front of the stop sign.
- Butterfly Pea CT.
 - 30-foot by 60-foot area for pavers.
 - I am reaching out to Paver Saver for an estimate for this project.



VILLAGE 2

- Pond 31.
 - The pond is in good condition, no trash was observed around the pond's edge, and landscaping is maintained.
- Pond 32.
 - The pond is in good condition, no trash was observed around the pond's edge, and landscaping is maintained.
- Pond 33.
 - The pond is in good condition, no trash was observed around the pond's edge, and landscaping is maintained.
- Pond 40.
 - The pond is in good condition, no trash was observed around the pond's edge, and landscaping is maintained.



VILLAGE 2

- The arm on the entrance gate is broken.
 - Awaiting a quote to get this fixed from 09000 to fix this.
- Noticed 2 signs that need to be addressed.
 - Awaiting a quote from 09000 to fix this issue.
- Pond 36.
 - The pond is in good condition, no trash was observed around the pond's edge, and landscaping is maintained.



VILLAGE 3

- Pond 57.
 - A few items of trash along the pond bank were removed and disposed of.
 - The pond is in good condition and landscaping around the area is well maintained.
- Pond 64.
 - Water levels look low.
 - No trash was observed around the pond banks.
 - All landscaping around the area is well maintained
- Pond 63.
 - No water was observed in the pond.
 - No trash was observed around the pond banks.
 - All landscaping around this area is well maintained.



VILLAGE 3

- Pond 56
 - No items of trash were observed around the pond banks.
 - The pond is in good condition and the landscaping around this area is well maintained. But could use some edging around the corners of the pond if possible.
- Mailboxes.
 - Total of 272 Boxes.
 - Total of 34 Parcel boxes.
 - Need to be replaced. Budget Mail Boxes has them quoted @ \$1.21 per box. Total of \$313.14. Not including shipping.
 - 5 to 7 Business days to receive.
- PW9.
 - All landscaping is well maintained.
 - All park equipment is in great condition.
 - No issues were observed.
- Ponds 53/54.
 - Could use minor edging on the NW side of the pond approximately 100ft section is possible by lawn crew.
 - No trash was observed around pond banks.
 - The ponds are in good condition and the landscaping is well-maintained.



VILLAGE 3

- Pond 36.
 - Slime was observed on the SE corner.
 - No trash was observed o around the pond banks.
 - Landscaping around the pond is well-maintained.
- Pond 51.
 - The pond is in good condition and landscaping around the pond is in good condition.
 - No trash was observed around the pond banks.
 - Could use minor edging around the bank of the pond if conditions allow.





THANK YOU

Michael Bush

727-403-8981

Mbush@VESTAPROPERTSERVICES.COM

All photos were taken on 11/7 - 11/29 - 12/4



EXHIBIT 19



Thank you for submitting a report regarding {MAINTENANCE CATEGORY} concern in {LOCATION}.

We anticipate non-emergency items that are part of an existing maintenance agreement will be addressed by the vendor during an upcoming regularly scheduled site visit, although some maintenance items are seasonal and therefore will be addressed accordingly.

If this concern/issue is not part of an existing maintenance agreement, Board direction/approval may be required prior to the Field Manager requesting proposals or escalating to the District Engineer. Proposals are added to the regular monthly meeting agenda for Supervisors to consider in the Sunshine. Please note that existing infrastructure maintenance priorities and available funds will factor into the consideration of requests and proposals by Supervisors.

Conservation areas and wetland buffer areas are to be left in a natural state according to the Land Development Code and environmental permit requirements. Requests associated with these areas will be reviewed/researched by staff and may be discussed with the Board at a regular monthly meeting prior to a response being emailed.

Any updates provided by the vendor on the reported issue/concern will be included in the Field Manager's written report to the CDD Board of Supervisors; this report is part of the agenda packet posted on the Avalon Groves CDD website (www.avalongrovescdd.org) approximately 7 days prior to the meeting.

If the reported {MAINTENANCE CATEGORY} concern in {LOCATION} is not addressed within 7-10 business days, you may reach out to the District's Administrator, Shirley Conley, to request an update: sconley@vestapropertyservices.com. Please include {form_name} #{entry_no} in the subject.

****Please note** - if the State or District is experiencing a hurricane or severe weather, there may be a delay in responding to your request while operations are on hold for the safety of staff and vendors; however, your concern is important to us and this report has been forwarded to the Field Manager and maintenance vendor for review/resolution once normal operations resume.

Thank you,

Avalon Groves CDD Field Management Team

{COPY OF REQUEST ADDED BELOW}



EXHIBIT 20



Entry	Date Created	To:	Name	Address	Message	Resolution	Date
19	2024-11-18 11:53	Streetlights	Weinberg		Village 2 Streetlight numbers 19 and 20 have not been working. We have reported this multiple times and nothing has been done yet. With the two light being out that part of the street is quite dark.	Forwarded to vendor same date as submission	
18	2024-11-15 21:05	Streetlights	Mastrangeli		Village 1 Reporting a streetlight that is out between addresses 17120 and 17116 Goldcrest that is completely out and not working.	Forwarded to vendor same date as submission	
17	2024-11-11 08:22	Streetlights	Weinberg		Village 2 It has been approx 1 month since I notified the lighting company that the street lights, poles 19 and 20 are not working. Our street is very dark and we really need those lights fixed. They are in front of 17728 Passionflower Cir, s as of a bit further east of us. Please reach out to your contact and ask them to repair	Forwarded to vendor same date as submission	
16	2024-11-10 14:23	Streetlights	Mastrangeli		Village 2 Streetlight in front of 17740 Passionflower Cir is out and need to be repaired	Forwarded to vendor same date as submission	
15	2024-11-09 08:14	Streetlights	Mastrangeli		Village 1 Please repair the following streetlights that are all out Village 1, Basswood Lane Between the follow addresses 1) 17121 -17125 (Previous request +3 weeks ago) 2) 16951 -16955 3) 16975 -16979 All of the Lights listed between the houses listed above are completely out	Forwarded to vendor same date as submission	
15	2024-11-09 08:14	Streetlights	Mastrangeli		Village 2 Please repair the following streetlights that are all out Village 2, Passionflower Cir between the follow addresses 1) 17908 - 17912 2) 17732 - 17728 All of the Lights listed between the houses listed above are completely out	Forwarded to vendor same date as submission	
14	2024-11-03 18:33	Streetlights	Wright		Village 1 Light between 17121 and 17125 Basswood Lane is out. This is second notice. Thank you.	Forwarded to vendor same date as submission	
13	2024-11-01 13:55	Streetlights	Camejo		Village 1 Hi, light not working in front of my house: 17121 Basswood Lane Thank you, Sophia	Forwarded to vendor same date as submission	
12	2024-10-29 08:33	Streetlights	Deslauriers		Village 1 Avalon Groves pole# 97 is not lighting.	Forwarded to vendor same date as submission	
11	2024-10-22 20:15	Streetlights	Wright		Village 1 Light out between 17121 and 17125 Basswood.	Forwarded to vendor same date as submission	
10	2024-10-17 16:24	Streetlights	Weston		Edgemont At the End of cul-de-sac of Duval Ct.. Pole snapped at the bottom and laying on its side into the St. John Conservancy property.	Forwarded to vendor same date as submission	
9	2024-10-17 09:45	Streetlights	Wright		Village 1 There's a streetlight down from the hurricane last week on Butterfly Pea Court. Others have reported it but it's still there.	Forwarded to vendor same date as submission	
8	2024-10-16 12:41	Streetlights	Delph		Village 1 Not sure if this has been reported, but there is a light in the street on Butterfly Pea Ct. Happened during the hurricane	Forwarded to vendor same date as submission	
7	2024-10-15 09:44	Streetlights	Lawler		Village 3 - Serenoa Lakes There is a loose cord dangling and hitting against the street light in Village 3 near 2489 Southlawn. Can it be tied or removed, please?	Forwarded to vendor same date as submission	
6	2024-10-15 00:14	Streetlights	Deslauriers		Sawgrass Bay Blvd Sanctuary Pole # 2 has had its solar panel blown off.	Forwarded to vendor same date as submission	
5	2024-10-14 15:23	Streetlights	Weinberg		Village 2 need to mention that the street light in front of our home is also out. It is between us at 17728 Passionflower and our neighbor to the east.	Forwarded to vendor same date as submission	
4	2024-10-11 14:11	Streetlights	Cheetham		Edgemont 3715 paragon lane. Streetlight on corner in our backyard is slightly bent at the bottom.	Forwarded to vendor same date as submission	
3	2024-10-11 07:50	Streetlights	DELOSA		Village 1 Pole 91 on Butterfly Pea Ct is still laying across the sidewalk and in the street unmarked and a considerable risk to pedestrians 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.	Forwarded to vendor same date as submission	



Entry	Date Created	To:	Name	Address	Message	Resolution	Date
2	2024-10-10 09	Streetlights	DELOSA		Additional information Pole # 91 on Butterfly Pea Ct and Pole # 145 at the Serenoa Clubhouse 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 01	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 06	Streetlights	Ellis	17060 goldcrest loop	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 23	Streetlights	Likeum	2425 Southlawn Ln	streetlight located on northwest corner of my property is out again. It worked for a couple days after the repair last month, and has been out for the last three weeks.	10/2 forwarded to vendor	
374	2024-09-24 15	Streetlights	Morgan	3629 BLUE SAGE LOOP	pole # 167 light is not coming on at night time	9/24 Forwarded to vendor	
373	2024-09-24 01	Streetlights	Deslauriers	17613 Serenoa Blvd	Lamp pole Avalon Groves # 71 and Avalon Groves # 73 are both not working.	9/24 Forwarded to vendor	
372	2024-09-21 10	Streetlights	Melo	17723 Saw Palmetto Ave	Dear Avalon Groves CDD, I hope this message finds you well. I am writing to bring your attention to several street lights along Sawgrass Bay Boulevard that are either not functioning properly, flickering, or not turning on at all. These outages pose a potential safety concern for residents, and I kindly request that a maintenance team be sent to inspect and repair the affected lights. Your prompt attention to this matter would be greatly appreciated.	9/21 Forwarded to vendor	
18	2024-09-20 11	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	
356	2024-09-03 00	Streetlights	Deslauriers	17613 Serenoa Blvd	On Sawgrass Bay Blvd, pole # 94 is not lighting.	9/3 vendor responded will correct	25-Sep
354	2024-08-26 09	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	25-Sep



Lighting Services Agreement

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

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

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

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

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

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

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

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

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

19. TITLE AND TAX BENEFITS. The Company is the owner of and shall hold title to the Equipment. All benefits of owning and operating the Equipment shall inure to the Company, including but not limited to any governmental benefits, tax incentives, tax credits, or tax deductions. The Customer makes no representations as to the lawfulness or availability of any governmental benefits, tax incentives, tax credits, or tax deductions. This agreement conveys only the right to have the light generated by the equipment. The Customer agrees this transaction is a true Contract. However, if this transaction is deemed to be a Contract intended for security, Customer grants the Company a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments, and proceeds). In the event this Contract is deemed a finance Contract, the Customer shall deliver to the Company signed financing statements or other documents the Company reasonably requests to protect the Company's interest in the Equipment. THE CUSTOMER AUTHORIZES THE COMPANY TO FILE A COPY OF THIS CONTRACT AS A FINANCING STATEMENT AND APPOINT THE COMPANY OR THE COMPANY'S DESIGNEE AS CUSTOMER'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON CUSTOMER'S BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT.

20. ASSIGNMENT OF CONTRACT. THE CUSTOMER MAY NOT ASSIGN, SELL, TRANSFER, OR SUBCONTRACT THE EQUIPMENT OR CUSTOMER'S INTEREST IN THIS CONTRACT WITH EXPRESS WRITTEN PERMISSION OF COMPANY. The Company may, without notifying Customer, sell, assign, or transfer this Contract, any portion hereof, or Company's rights in the Equipment. Customer agrees that the new owner shall have the same rights and benefits that the Company now has under this Contract. The rights of the new owner shall not be subject to any claim, defense, or set-off Customer might have against the Company.

21. EASEMENT RIGHTS. The Customer shall provide the Company with written approval to install the street lighting. This may be in the form of a confirmation email stating that the Company has the right to install the poles and lights in the locations specified in the Lighting Study that was supplied to the Customer.

22. ACCESS. The Customer shall permit The Company reasonable access to any and all portions of the equipment for purposes of inspection, maintenance, testing, and repair.

23. NOTICES. All notices shall be provided by certified mail delivered to each party's principal office or, if the parties agree in a signed writing, by email to an email address stated by each of the parties. Notices shall be deemed provided when delivered unless otherwise stated herein.

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

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

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

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

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

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

[Addenda Follow]

Addendum A – Scope of Work

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

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

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

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



Addendum B: Lighting Configuration – Serenoa Villages

	UP-2
Number of Lights	147
Fixture Color	Dark Bronze: RAL (819)
Light Color	5700 Kelvin light temperature
Motion Sensor	Yes
Light Head	20" Dark Bronze Bell Head
Arm	Goose Neck
Pole Type	20 ft above grade composite direct burial
Pole Color	Dark Bronze RAL (819)
Pole Base	Decorative pole base - Washington
Installation	Yes



Addendum C – Lighting Configuration Avalon Grove

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



Addendum D: Payment Schedule

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

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

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



SIGNED,

Recovered Energy Technologies,

Date

By: [Signature]

April 11th, 2019

[Name]

[Title] and Authorized Agent

[Additional Signature Follows]

Avalon Groves Community Development District

STATE of FLORIDA

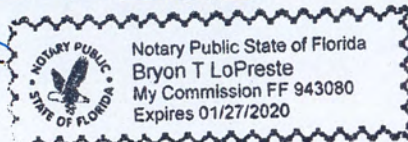
CITY/COUNTY of HILLSBOROUGH, to-wit:

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

ONTARIO
DRIVERS LICENSE
B 7251-40525-80716
Exp. 3-16-22

My Commission Expires the 27th day of JAN 2020.

[Signature]
Notary Public



Counterparty,

Date

By: [Signature]

APRIL 2, 2019

[Name]

[Title] and Authorized Agent

Avalon Groves CDD

CITY/COUNTY of HILLSBOROUGH, to-wit:

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

My Commission Expires the 27th day of JAN. 2020.

[Signature]
Notary Public



EXHIBIT 21



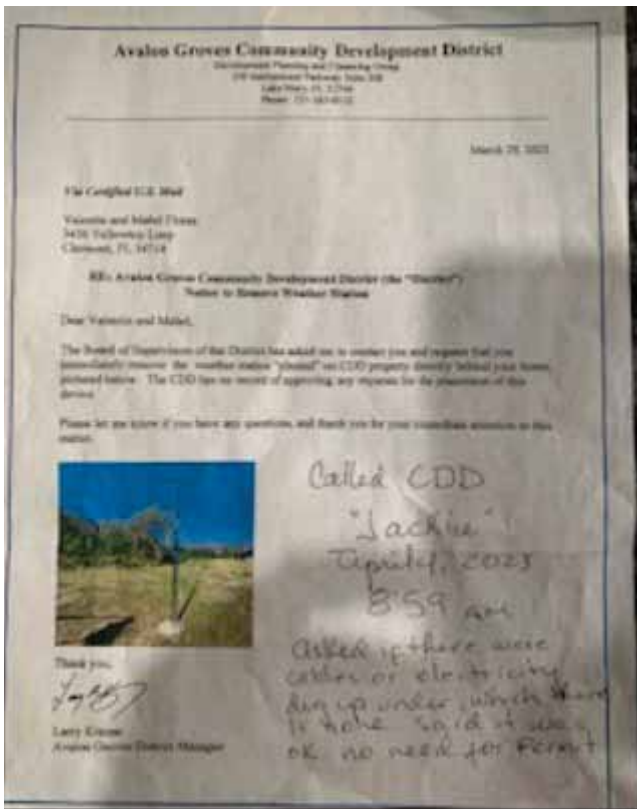
Shirley M. Conley

From: Shannon Bernard <SBernard@lelandmanagement.com>
Sent: Wednesday, November 6, 2024 1:36 PM
To: Shirley M. Conley; Seat1; Kyle T. Darin
Subject: Re: Weather Pole?

Good afternoon Shirley,

The owner originally told me she was never contacted by the CDD, but she then sent a photo of this letter indicating she spoke with someone named Jackie and they said it was OK as long as there is no electrical.

Please advise if they should be at the December Board meeting to request approval.



Thank you,



Shannon Bernard, Community Association Manager, CMCA

Palms at Serenoa HOA

17244 Bay Cedar Way, Clermont, FL 34714

Phone: (407) 781-0770

Email: SBernard@lelandmanagement.com

Website: www.LelandManagement.com

Resident Support questions - residentsupport@lelandmanagement.com

The Management Company You Don't Have to Manage





From: Shirley M. Conley <sconley@vestapropertyservices.com>

Sent: Tuesday, October 29, 2024 4:48 PM

To: Shannon Bernard <SBernard@lelandmanagement.com>; Seat1 <Seat1@avalongrovescdd.com>; Kyle T. Darin <kdarin@vestapropertyservices.com>

Subject: RE: Weather Pole?

EXTERNAL EMAIL: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Previous District Manager requested the weather station be removed in March 2023 – assuming it's the same homeowner - Valentin and Mabel Flores (3436 Yellowtop Loop, Clermont, FL 34714).

Shirley

District Communications Reminder: Florida has a very broad public records law. Your email communication may be subject to public disclosure. **BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY ALL" TO THIS E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE SENDING PARTY AND/OR PERTINENT STAFF MEMBERS ONLY.**



Your Community.
Our Commitment.

Shirley Conley

Administrator

P. 321.263.0132 X749

Vesta District Services

250 International Parkway, Suite 208,

Lake Mary, FL 32746

www.VestaDistrictServices.com

Vesta District Services is a wholly owned subsidiary of Vesta Property Services.

www.VestaPropertyServices.com



[Careers](#) | [Request Proposal](#)



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From: Shannon Bernard <SBernard@lelandmanagement.com>

Sent: Tuesday, October 29, 2024 2:41 PM

To: Seat1 <Seat1@avalongrovescdd.com>; Shirley M. Conley <sconley@vestapropertyservices.com>; Kyle T. Darin <kdarin@vestapropertyservices.com>

Subject: Re: Weather Pole?

Good afternoon,

The owner was not happy when I requested they remove it from CDD property and said that is the optimal location for it, and that it's been there for 2 years. She would like to know the process to request approval to keep it there.

Thank you,



Shannon Bernard, Community Association Manager, CMCA

Palms at Serenoa HOA

17244 Bay Cedar Way, Clermont, FL 34714

Phone: (407) 781-0770

Email: SBernard@lelandmanagement.com

Website: www.LelandManagement.com

Resident Support questions - residentsupport@lelandmanagement.com

The Management Company You Don't Have to Manage



From: Seat1 <Seat1@avalongrovescdd.com>

Sent: Thursday, October 17, 2024 10:03 PM

To: Shannon Bernard <SBernard@lelandmanagement.com>; Shirley M. Conley <sconley@vestapropertyservices.com>;

Kyle T. Darin <kdarin@vestapropertyservices.com>

Subject: Fw: Weather Pole?

EXTERNAL EMAIL: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening Shannon. See attachment and pic below In case you are not able to open the attachment. Pics will show the address as well as the location to the closest CDD pond.

Shirley / Kyle, should the proper course of action be to create a paper trail from CDD to PAS requesting the resident to remove the weather pole? This will assist Shannon to document our petition to notify the resident of unauthorized placement of his/her pole. Please advise. Thank you.

Carl W.

Get [Outlook for iOS](#)



Shirley M. Conley

From: Shannon Bernard <SBernard@lelandmanagement.com>
Sent: Thursday, November 7, 2024 1:48 PM
To: Shirley M. Conley
Subject: Fw: Weather Station

Good afternoon Shirley,

Below is from the owner at 3436 Yellowtop Loop regarding the weather station on CDD property.

Thank you,



Shannon Bernard, Community Association Manager, CMCA

Palms at Serenoa HOA

17244 Bay Cedar Way, Clermont, FL 34714

Phone: (407) 781-0770

Email: SBernard@lelandmanagement.com

Website: www.LelandManagement.com

Resident Support questions - residentsupport@lelandmanagement.com

The Management Company You Don't Have to Manage



From: Mabel Flores <mflores@valflo.com>
Sent: Tuesday, October 29, 2024 6:28 PM
To: Shannon Bernard <SBernard@lelandmanagement.com>
Subject: Weather Station

EXTERNAL EMAIL: Do not click links or open attachments unless you recognize the sender and know the content is safe.

There's a good reason why the weather is a universal conversation topic — it's important to everyone.

While local weather forecasts can give you general predictions, a weather station in your backyard gives you real-time data that are often more accurate than the weather reports. Combining immediate data with a little knowledge and tips from our experts can prepare you for everything

[Weather Station](#) is a popular choice for weather monitoring. It features a rain gauge, wind speed and direction, and a Self-Calibrating Weather Forecast to help you make plans with confidence.

Temperature, wind speed and direction, UV detection and barometric pressure can all affect your body and your tolerance for activity. By monitoring the weather conditions with a weather station and [a portable weather device](#),

An indoor/outdoor weather station is an important tool in maintaining a healthy home for yourself and your family and neighbors. With accurate data from a home monitoring system.

Some additional benefits:

- Prevention of mold, which thrives in moist conditions
- Reduction of the effects of winter allergies, which tend to worsen in dry conditions
- Improved sleep conditions from the maintenance of the best temperature and humidity for sleep

In case these reasons aren't enough to convince you that you need a weather station in your life, here's one more — you can make your monitoring data count for even more when you join an online weather community network like [Weather Underground](#). These communities rely on data uploaded by thousands of weather stations worldwide to deliver accurate forecasts, spot severe weather, and compile data on environmental changes. In return, you get access to historical weather data for your area and the knowledge provided by experienced weather spotters and meteorologists around the globe.

The lake/pond effect is a weather phenomenon that can be seen in the immediate vicinity of a lake. The conditions around a lake are favourable for the formation of showers because the water is warmer than the air mass above it, which increases instability if we have no electricity the weather station will provide us with life saving information.

A good spot for a home weather station is typically on a pole or tower in an open area, away from buildings and trees, mounted at a height of 5-10 feet. This setup will help ensure that you get the most accurate and reliable weather data possible.

The sensor is wireless needs no exterior energy it's not connected underground by any means. Since we have a Reservation area next to our homes we have no other appropriate location to place it.

Station placement is critical for accurate measurements. Weather stations should be installed in the growing environment in a flat area away from buildings, pavement, and trees. This is especially critical if the goal of measurements is to warn of impending frost and accurate weather. Placement under a tree or near a structure could alter measurements. Greenhouse structures can also impact measurements, especially light measurements, but plants would also be exposed to the same shading. The key is to place weather station equipment *in the growing area*.

In hopes that the above information is helpful and sufficiently explanatory, or if there is any additional requirement that we must comply with,
Respectfully,

Valentin and Mabel Flores



Sent from my iPhone



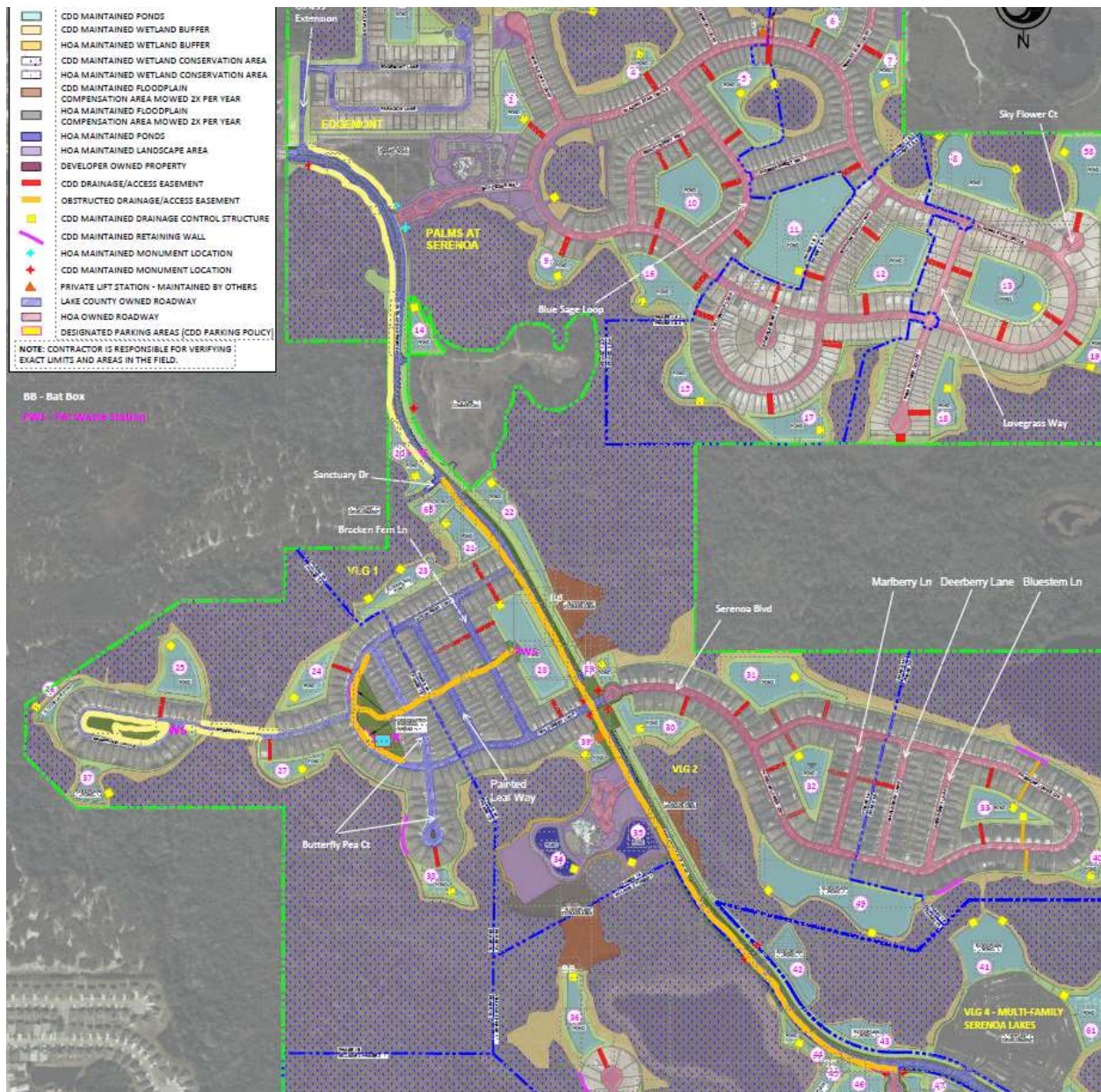
EXHIBIT 22



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
DATE

240930-01
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 23



ESTIMATE

Platinum Exterior Services LLC

platinumexteriorsservices@gmail.com
+1 (407) 961-8976



Bill to

Michael Bush
CDD
17345 Bracken Fern Lane
Clermont, FL 34714

Estimate details

Estimate no.: 1470
Estimate date: 11/10/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Sidewalks	Surface pressure cleaning is performed to the sidewalks followed by rinsing. Post treatment will be done as needed to eliminate any remaining mold/ algae. Note: This is for the sidewalk that cuts through Painted Leaf Way and Bracken Fern Lane.	1	\$120.00	\$120.00

Total **\$120.00**

Note to customer

Thank you for allowing us the opportunity to serve you.

Accepted date

Accepted by



EXHIBIT 24



1 **MINUTES OF WORKSHOP**

2 **AVALON GROVES**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 A workshop of the Board of Supervisors of the Avalon Groves Community Development
5 District was held on Thursday, September 12, 2024 at 10:00 a.m., at the Palms at Serenoa Clubhouse,
6 17244 Bay Cedar Way, Clermont, FL 34714. No decisions were made, nor action taken, on behalf
7 of the CDD at this workshop.

8 **FIRST AGENDA ITEM: Call to Order**

9 Present were

10 Michael Aube (S3)	Chair, Avalon Groves CDD
11 Eugene Mastrangeli (S5)	Vice Chair, Avalon Groves CDD
12 Carl Weston (S1)	Assistant Secretary, Avalon Groves CDD
13 Robert Wolski (S4)	Assistant Secretary, Avalon Groves CDD

14 **SECOND AGENDA ITEM: Selection of Workshop Secretary**

15 Mr. Weston was designated as secretary to record the Workshop Minutes and provided the
16 following.

17 **THIRD AGENDA ITEM: Audience Comments – Agenda Items** *(Limited to*
18 *3 minutes per individual for agenda items)*

19 Sam Jones III brought up two questions about CDD ponds. Who is the approved CDD
20 vendor and who is responsible for the cleanup of grass clippings and the growth of algae.
21 Mr. Wolski responded that *[Steadfast]* does a checkup *[twice a month]* to monitor and
22 treat the ponds. A monthly aquatics report is included in the CDD's regular meeting
23 agenda. Mr. Jones asked about what happens when there's a high influx. Mr. Wolski
24 responded that pond retain water, and when the water reaches a certain level it flows into
25 detention ponds. There is an overflow so it will protect the community from flooding.

26 Mr. Wolski brought up a concern from a resident about Down To Earth cutting the
27 sprinkler heads that border CDD and HOA property. He wondered who is responsible for
28 repairing these sprinkler heads. It was commented that both Down To Earth and
29 Yellowstone appear to cut the lawn up to the border line or go over the line. Mr. Weston
30 responded that Down To Earth's maintenance scope is to cut the lawn at 3" high whereas
31 Yellowstone's scope requires cuts to 4.25" high. Whichever vendor damages the
32 sprinkler heads is responsible for the repair.

33 Mr. Weston raised a concern that Down To Earth has not been mowing every week. The
34 contract between CDD and Down To Earth stipulates that the property is to be
35 maintained once a week. He would like to inquire at the next regular meeting whether
36 the District can request financial reimbursement for the days that mowing did not take
37 place. Mr. Weston voiced ongoing concerns of the Palms at Serenoa residents about
38 algae growth and the fountains getting clogged when they see grass clippings blow onto
39 the ponds when the grass is allowed to grow longer between mowings.

FOURTH AGENDA ITEM:

Discussion Items

A. Exhibit 1: Liaison Roles

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

Mr. Aube requested that a three-sentence governing statement outlining the responsibility of the liaison be drafted for the next board meeting.

Amenities (Mr. Mastrangeli) None

Public Safety (TBD) None

Finance (Mr. Wolski)

Mr. Aube requested that a three-sentence governing statement outlining the responsibility of the liaison be drafted for the next board meeting.

Public Information (Mr. Aube)

Mr. Aube voiced concerns regarding fiduciary responsibility to the residents. He stated he saw why the residents are frustrated. He would like to break down the budget categories for an easier read and to reflect actual percentages for each category so residents are not in a state of bewilderment. He noted this year was a learning experience for the Supervisors as their first year under a fully resident-run Board. He found the process confounding and would like the budget workshop scheduled separately from the monthly workshop so there is ample time for in-depth conversation, in the same manner that many local governments do.

Mr. Wolski suggested the residents could be educated by putting together an informational newsletter about the difference between retention and detention ponds. [[*SWFWMD brochure explaining Stormwater Systems is posted in the Community Documents folder on the CDD's website.*](#)]

Accountability (Mr. Aube/Mr. Weston)

Mr. Aube expressed dismay over the understanding of how the budget number is generalized which has caused confusion for Supervisors and residents.

Mr. Aube noted another concern regarding the representation and acknowledgment from the management company the District Management agreement states “The manager shall devote such time as is reasonably necessary to perform the Services,” but “services include the conducting of one (1) four (4)-hour board meeting per month, and one (1) budget workshop per year.” Mr. Aube doesn’t believe that is occurring, and believes Supervisors want to ensure that communication is more effective, for example, providing a full budget newsletter per year so that people know what revenue is spent on.

Mr. Aube shared his category allocation for CDD FY 2025 budget, acknowledging residents’ frustration at not knowing what the Board is doing.

- Management-related services 4% of the O&M budget
- Engineering (\$40,000/yr) 3%.

- 79 • Legal 4.6%
- 80 • Insurance 2.65%
- 81 • Bond 1.3%. *[i.e. Trustee Fees – Debt Service funds for bond repayments*
- 82 *are separated from the O&M fund]*
- 83 • Utilities 29.1% Streetlights is the big item in this category.
- 84 • Landscape & pond maintenance 48.4%
- 85 • Supervisor compensation 0.9%.

86 Mr. Aube explained the Board is trying to manage the two major categories that
87 assessments are being spent on: utilities and landscape and pond maintenance. E
88 would like to model the District's allocations after the County's. He will work
89 with the District Manager's team to try to re-categorize the line items to make it
90 easier for residents to see where their assessments are being spent.

91 Mr. Aube indicated he would like to provide context for the Board's spending
92 activities when it is disseminated publicly.

93 B. Other Business
94 None

95 **FIFTH AGENDA ITEM: Next Meeting Announcements**

96 *The next Avalon Groves CDD workshop is scheduled for 10:00 a.m. on October 10, 2024 at*
97 *Palms at Serenoa Clubhouse, 17244 Bay Cedar Way, Clermont, FL 34714.*

98 *The next Avalon Groves CDD regular meeting is scheduled for 10:00 a.m. on September 26,*
99 *2024 at Serenoa Club Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, FL 34714*

100 **SIXTH AGENDA ITEM: Adjournment**

101 The workshop was adjourned at 11:39 a.m.

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

106 **Workshop minutes were accepted at a meeting by vote of the Board of Supervisors at a**
107 **publicly noticed meeting held on December 5, 2024.**

108 _____
109 ☐ Kyle Darin, Secretary
110 ☐ _____, Assistant Secretary

☐ Michael Aube, Chair
☐ Eugene Mastrangeli, Vice Chair



EXHIBIT 25



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Mr. Aube called for a frank, civil, and respectful discussion on the community's expectations and Vesta's ability to successfully meet their objectives.

THIRD ORDER OF BUSINESS: Supervisor Requests I

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

Mr. Aube asked Mr. Darin to share Vesta's perspective on the contract.

Mr. Darin reviewed the scope of the contract, which outlines ten meetings per year (up to four hours) plus one budget workshop. Additional charges are incurred for additional meetings and/or meetings that continue beyond four hours. It provides for the management of District business, Trust Fund accounting, assessment & budget preparation, and managing business items for district.

In response to a question on responding to inquiries, Mr. Darin explained that best practice is for the District Manager to respond to Supervisors within 48 business hours. Mr. Davenport explained the definition of a workshop is that no decisions are made, staff attendance and obtaining quorum are not required for workshops. Mr. Davenport explained that some Counties do require evening meetings, but Lake County may not be one of them.

In response to a question about the emergency response to the hurricanes, Mr. Darin explained that it involves landscape, streetlight, and pond vendors addressing their areas of responsibility. Down To Earth advised they had a pre-hurricane authorization letter for debris removal – debris on streets and failed trees were removed approximately 48 hours after the storm passed.

Supervisors requested more feedback on responses and completion of field requests, with the manager following up on open requests - more than just residents physically going out and seeing if a request has been responded to.

Mr. Darin anticipates field reports will be more robust with Mr. Bush as the Field Manager. He noted that responding to residents is not contractual, but Vesta is looking at ticketing systems to close some of the gaps on responses.

Mr. Mastrangeli relayed residents perception that communication is currently a one-way street, they feel uncomfortable not knowing the timeline for responses to their requests.

The general consensus was that there appears to be a lot of activity going on but the communication needs to be cleared up.

Mr. Darin suggested the Board come up with a wish list for an addendum to the Field Management scope.

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

The agreement was reviewed. It provides for two monthly site visits, one field report delivered at the meeting, coordination and management of vendors, and obtaining proposals.

Mr. Darin noted that some Districts elect to have a dedicated on-site field person.

Mr. Darin was asked to opine on comparisons between Avalon Grove demands and other Districts. He responded that the District's demand for output is the main difference.

It was suggested that twice monthly updates on field requests would be helpful.

Mr. Bush introduced himself. Mr. Darin noted the skillset he anticipated Mr. Bush would bring to the Vesta's Field Services operation.

FOURTH ORDER OF BUSINESS: Supervisor Appointment

A. Consideration of Appointment of John Holden to Seat 2

Board consensus was to not consider the appointment at this meeting.

B. Exhibit 3: Administration of Oath of Office

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

This item was postponed until the December meeting.

Mr. Aube requested the November workshop be moved to 10 a.m. on Wednesday November 13, 2024, subject to the Palms at Serenoa clubhouse availability.

Mr. Holden commented on the delay in appointing him. He will be added to the distribution list for Supervisor communication.

FIFTH ORDER OF BUSINESS: Staff Reports

A. District Engineer – *Greg Woodcock, Stantec*

Mr. Woodcock provided the Board with information on operation and maintenance responsibilities within Avalon Groves. The roads associated with the Palms and the stormwater inlets are maintained by the HOA. The District Engineer is involved because the stormwater inlets are connected to the CDD's ponds and control structures which regulate the elevation within the stormwater system.

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

This report was in response to localized flooding.

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

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

Copies of the proposals were provided as a courtesy as what was reported was within the right-of-way maintained by the HOA.

The additional flooding at pond 11 was reviewed. Silt was found in the inlets of the right of-way, but it also outfalls to a pond with manhole structures outside the right-of-way. The outfall for pond 11 had some overgrown vegetation. Proposals will be requested to clear the flow path from the pond and control structure to the wetland. It was noted the report was not provided in time to be added to the agenda.

A question was asked about ponds that don't appear to have a control structure. Mr. Woodcock advised these structures regulate the outflow. There are some over-land weirs, a lower point in the pond bank allows water to flow over land to the wetland. Mr. Woodcock advised pond 10 at Beautyberry has an equalizer pipe that connects to other ponds, and both ponds discharge through a control structure located in one of the ponds.

In response to a question about aerators, Mr. Woodcock stated aerators oxygenate the water which helps reduce algae build-up.

Mr. Woodcock explained that stormwater pipes are sloped enough to be self-cleaning. Engineers generally schedule a review of structures on CDD-owned roads every five years unless there's a report of localized flooding.

As part of the Supervisors' discussion on the condition of some of the roads, Mr. Woodcock explained the visible asphalt is like a roof of a house, when there is a leak in the roof there is a lot of damage in the house. When water enters the base below the asphalt, the base will swell and can cause the asphalt to pop up. If that occurs, generally the asphalt and base is removed and replaced in those sections. Mr. Woodcock offered to provide a Geotech engineer referral to the HOA.

Mr. Woodcock advised the Board of communication on Sawgrass Bay Blvd. A monument within the proposed road right-of-way and 660 L.F. of chain link fence outside the right-of-way need to be relocated or removed. The County would like a resolution by tomorrow. The on-site contractor will remove the fence and posts for \$8,000, with \$4,000 required prior to starting work. There was no designation for the property where the fence is located, indicating it is not CDD-maintained. If the District doesn't wish to salvage the fence, the County will remove it. The fence doesn't appear to be CDD-owned or installed.

The monument was further discussed. Mr. Woodcock explained the initial set of approved plans did not include a roundabout; when the updated

plans were approved it set the developer-installed monument within the proposed right of way. He advised that once removed, there was no guarantee the monument would be in a suitable condition to be reinstalled. The monument was not part of the infrastructure paid for by the bond.

Board consensus was to allow the County to remove the monument and fence at no charge to the District. Information will be included in the next CDD newsletter.

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

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

Mr. Davenport discussed the parameters by which the District expends funds. The District Manager and Chair are authorized to approve the disbursement of funds for a non-continuing, emergency expense only.

Mr. Davenport will create a presentation to discuss the various resolutions in place that the Supervisors may not be aware of.

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

1. Exhibit 9: Review of Requested Budget Hearing Items

- a. FY 2023 Spending (September 2023 Balance Sheet)
- b. FY 2025 Budget and Assessment Allocation
- c. Proof of Assessment Notice

Mr. Darin reviewed the exhibits and advised the Board on the fund balance which must cover all District spending until assessment revenue is received from the Tax Collector. He reviewed the Prompt Payment Act that applies to Community Development Districts.

Mr. Muether provided information on the general revenue schedule – receipt of 60-80% of the District's revenue is anticipated in the first quarter of 2025, then monthly disbursements are received for the balance as the County receives property tax payments.

2. Exhibit 10: Notice of Sunshine Water Rate Increase Hearing

3. Exhibit 11: Review of Monument Power Outlet Timeline

Mr. Darin reviewed the exhibit. The quote for electric outlets at the Edgemont and Village 1 monuments is high because directional bores will be required to connect new meters to the closest service drop.

Mr. Darin has reached out to a vendor referred by the HOA for an additional proposal. The vendor has not responded to date.

4. Exhibit 12: Field Report



- 197 a. Exhibit 13: TPG Report and Proposal for Solar Light
198 Replacements at Monuments (\$27,714.16) and Power Outlet
199 Installation at Edgemont/Village 1 Entrances (\$91,059.37)
200 The Board requested additional quotes and finance options.
- 201 b. Exhibit 14: Sidewalk Pressure Washing Proposals
202 i. ASAP Pressure Washing – *Pending*
203 ii. Buddy’s Pressure Washing – *Pending*
204 iii. Fireman Toms Pressure Washing
205 A) Sawgrass Bay Blvd (Sanctuary Drive – Village 3 +
206 Goldcrest Loop) - \$6,439.81
207 B) Basswood, Island/Roadway + Edgemont to
208 Sanctuary Dr/Palms at Serenoa - \$4,997.85
209 C) Goldcrest Loop Playground Equipment - \$125.00
210 Consideration of sidewalk pressure washing proposals was
211 postponed until the December meeting for consideration once
212 funds for the fiscal year start coming in. Mr. Darin suggested the
213 Board may wish to consider a multi-year agreement to lock in
214 pricing.
- 215 5. Exhibit 15: Aquatic Maintenance Report – *Steadfast Environmental*
216 Mr. Darin reviewed the pond report and requested any reports of erosion
217 be sent in expeditiously.
- 218 a. Exhibit 16: Consideration of Proposal to Add Gambusia
219 (Mosquito Fish) to Certain Ponds to Assist with Midge Fly
220 Maintenance - \$6,500.00
221 Mr. Darin recommended this item be postponed until the
222 December meeting.
223 The tracking expenditures in comparison to the budget was
224 discussed. Quotes for a reserve study will be requested in January.
- 225 6. Landscape Maintenance Report – *Justin Sarka, Down To Earth*
226 Mr. Sarka reviewed the projects completed by the landscape team.
227 Hurricane debris was removed. Leaning trees are still to be addressed.
228 DR Horton has requested the Edgemont beds be refreshed. Village 1 beds
229 have been cleaned up, KB Homes has not started on the irrigation repairs
230 yet which has put further work on the beds on hold.
- 231 a. Consideration of Landscape Proposals
232 i. Exhibit 17: Butterfly Pea Court Plant Replenishment
233 #93703 - \$4,171.98

234 The Board discussed issues with this section. Mr. Sarka
235 recommended Butterfly Pea be sodded. Quotes for pavers
236 were requested.

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

239 The previous mulch quote was under calculated, this quote
240 would fill the deficit.

241 This item was not considered

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

244 The tract behind Alligator Flag Court was overgrown prior
245 to Down To Earth taking over. The bush hog quote will
246 correct the CDD-maintained area and enable finish mowers
247 access for ongoing maintenance of the tract.

248 On a MOTION by Mr. Mastrangeli, SECONDED by Mr. Wolski, WITH ALL IN FAVOR, the
249 Board approved the Down To Earth's proposal #97270 to Bush Hog Access to CDD Maintained
250 Tract Behind Alligator Flag Ct in the amount of \$2,927.89, for Avalon Groves Community
251 Development District.

252 iv. Exhibit 20: Additional Repairs to Lightning Struck
253 Irrigation #95208 - \$1,506.62

254 On a MOTION by Mr. Wolski, SECONDED by Mr. Weston, WITH ALL IN FAVOR, the Board
255 approved Down To Earth's proposal #95208 for additional repairs to lightning struck irrigation in
256 the amount \$1,506.62, for Avalon Groves Community Development District.

257 7. Exhibit 21: Hurricane Milton Damage Update.

258 Mr. Darin advised that current infrastructure affected by the hurricane
259 include a fence at Edgemont which will be reviewed by the District
260 Engineer and a downed light pole which was removed. Reinstallation of
261 the streetlight has yet to be scheduled. The vinyl fence at Edgemont was
262 discussed further. Mr. Woodcock advised that fences only have to meet
263 the County's standards. The CDD comes in after the fact and cannot
264 dictate what the builder installs.

265 D. Serenoa POA Amenity Manager

266 It was noted that Edgemont village falls under the jurisdiction Serenoa POA.

267 E. Palms at Serenoa HOA Amenity Manager

268 Mr. Wolski had nothing new to report on Palms at Serenoa projects.

269 **SIXTH ORDER OF BUSINESS: Recess (5-10 Minutes)**

270 *The meeting recessed at 12:29 p.m. after VII.A. Landscape and Environmental Liaison*
271 *Report, and resumed at 12:40 p.m.*

SEVENTH ORDER OF BUSINESS: Liaison Reports

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

This item was discussed out of order prior to the recess.

1. Outstanding Landscape Maintenance Concerns

2. Discussion on Landscape Contract: Communication and Chargeback

Mr. Mastrangeli commented on the lack of weekly and monthly reporting according to the contract and manhours redirected to detailing when mowing services are not performed. Mr. Davenport explained the legal aspects of the landscape contract. Deferment is given to vendors as to what is needed in the community; if the Board is not happy, the management team communicates that to the vendor and if remediation isn't completed to the Board's satisfaction then the Board may go out to bid. If services are not being provided, payment could be withheld until fulfillment. Items that are being missed should be communicated to the management team to be relayed to the vendor with the expectation it will be addressed in a timely manner. Mr. Darin requested the landscape vendor send a weekly report. Mr. Weston requested a map that shows what areas are addressed each week.

B. Amenities – *Gene Mastrangeli*

Mr. Darin has reached out to KB Homes three times, but has not heard back from them yet.

In response to a question on the condition of the playgrounds, Mr. Bush advised he did not find any issues of note.

C. Public Safety – *Carl Weston*

The landscape contract was discussed further. Mr. Darin advised meeting with the District representatives was fulfilled by the account manager attending the monthly meetings. He added that the vendor does meet with Field Management in addition to that monthly meeting attendance.

Mr. Weston requested the chargebacks be discussed at the workshop. Mr. Mastrangeli maintained that the District is paying for items that are not being done.

Mr. Weston noted the Sawgrass Bay safety meeting with the Sheriff's department was postponed due to the hurricane.

D. Finance – *Robert Wolski*

Mr. Darin noted that the FY 2024 budget is balanced, there is just not sufficient cash on hand to cover the District's expenses for the first quarter of the new fiscal year, which is not uncommon for Districts recently transferred to fully resident-run Boards.

E. Public Information – *Michael Aube*

1. Monthly Newsletter

312 Mr. Aube noted this as an avenue to communicate information to the
313 residents.

314 2. Website Engagement

315 Mr. Aube would like to see updates on field requests added to the website
316 for residents to reference.

317 3. Triannual Budget Update

318 Mr. Aube would like to show the community what their assessments are
319 being spent on.

320 4. Monthly CDD/POA/HOA Meeting

321 Mr. Aube suggested quarterly meetings for the three organizations with a
322 view to a better understanding of what is going on.

323 F. Accountability – *Michael Aube/Carl Weston*

324 **EIGHTH ORDER OF BUSINESS: Business Matters**

325 A. Exhibit 22: Review of Scopes for Supervisor Liaison Roles

326 A paragraph on the Public Safety Liaison is still outstanding.

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

329 Mr. Darin explained this was a new requirement from the Florida legislature. Mr.
330 Davenport added these were standardized goals and objectives for most of the
331 Districts Kutak Rock and Vesta serve. Adoption of the goals and objectives was
332 required prior to the new fiscal year, hence the Chair signed off on them pending
333 Board review and ratification or update. At the end of the year the goals and
334 objectives will be reviewed for fulfillment and success and that report will also be
335 posted to the website. No changes were made to the presented FY 2025 goals and
336 objectives.

337 On a MOTION by Mr. Weston, SECONDED by Mr. Mastrangeli, WITH ALL IN FAVOR, the
338 Board ratified the approval of established FY 2025 goals and objectives with performance
339 measures and standards, for Avalon Groves Community Development District.

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

342 Mr. Darin and Mr. Davenport reviewed the requirement for a public hearing when
343 District rules are to be amended.

344 1. Memorandum on Updated Provisions of the District's Rules of Procedure

345 Mr. Davenport reviewed the proposed revisions.

346 2. Proposed Revised Rules of Procedure

347 On a MOTION by Mr. Weston, SECONDED by Mr. Wolski, WITH ALL IN FAVOR, the Board
348 adopted **Resolution 2025-02, Setting Public Hearing on Amendment of Rules and Procedures**
349 for December 5, 2024, for Avalon Groves Community Development District.

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

The amended budget will be reflective of the September financials. This trues-up the budget to what was spent since the budget resolution requires an amendment when any line item spending increases by 15% or \$15,000.00

On a MOTION by Mr. Aube, SECONDED by Mr. Weston, WITH ALL IN FAVOR, the Board adopted **Resolution 2025-03, Amending FY 2023-2024 Budget**, for Avalon Groves Community Development District.

NINTH ORDER OF BUSINESS: Consent Agenda

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

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

On a MOTION by Mr. Wolski, SECONDED by Mr. Weston, WITH ALL IN FAVOR, the Board approved Consent Agenda – items A-B as presented, for Avalon Groves Community Development District.

TENTH ORDER OF BUSINESS: Supervisor Requests II

A. Next Workshop Agenda Items

- List of amendments to management contract
- Enforcement mechanisms with landscape vendor

B. Next Meeting Agenda Items

- Proposals postponed from the October meeting – power washing, monument lighting.

ELEVENTH ORDER OF BUSINESS: Supervisor Requests (Includes Next Meeting Agenda Item Requests)

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS: Audience Comments – New Business (Limited to 3 minutes per individual for non-agenda items)

A comment was heard on signage for the villages. Mr. Darin responded that large monument signs had been discussed but not budgeted. Comments were also heard on no parking/no fishing signs at the playground and locations for no fishing signs for village 3 and along Sawgrass Bay, bat box installation, mailbox numbering, and the installation of pet waste stations.

Upon a request for clarification on “48 business hours”, Mr. Darin explained it would be within 48 hours on business days, i.e. not including weekends.

A question was asked about mowing behind a resident’s home. It was noted that some areas may have been allowed to overgrow by the previous landscape vendor, and the current vendor is working through those areas of previous oversight.

Dead trees and vines covering trees on conservation area were also discussed.

A comment was heard on the quorum check not including Mr. Holden's name.

Mr. Aube asked a question on who has the authority to change the names of the villages,
Mr. Davenport advised that the CDD could agree on that.

THIRTEENTH ORDER OF BUSINESS: Action Items Summary

District Manager

- MOVE 11/14 WORKSHOP TO 11/13 at 10AM
- Admin: Add John Holden to distribution list effective immediately
- Admin: Include Board's decision to allow County to remove monument in Sawgrass Bay road construction area in meeting minutes
- Include quarterly verbal budget update on the agenda
- Move staff reports to top of agenda, leading with landscape, and consent agenda to follow

Field Manager

- Pursue additional quotes for lighting, follow up with Mr. Mastrangeli's vendor, and explore special assessment.
- Obtain quotes to install pavers at butterfly pea court island
- Follow up on no parking signs at playground
- No fishing signs near village 3, and fountain pond (10)
- Pet station follow up (5)

FOURTEENTH ORDER OF BUSINESS: Next Workshop Attendance Check

The next Avalon Groves Community Development District workshop is scheduled for 10 a.m. on November 13, 2024 at Palms at Serenoa Clubhouse, 17244 Bay Cedar Way., Clermont, Florida 34714.

FIFTEENTH ORDER OF BUSINESS: Next Meeting Quorum Check

The next Avalon Groves Community Development District meeting is scheduled for 10 a.m. on December 5, 2024 at Serenoa Club Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida 34714.

SIXTEENTH ORDER OF BUSINESS: Adjournment

On a MOTION by Mr. Weston, SECONDED by Mr. Wolski, WITH ALL IN FAVOR, the Board adjourned the meeting at 1:17 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.*

422 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly**
423 **noticed meeting held on December 5, 2024.**

424	_____	_____
425	☐ Kyle Darin, Secretary	☐ Michael Aube, Chair
426	☐ _____, Assistant Secretary	☐ Eugene Mastrangeli, Vice Chair

EXHIBIT 26



Avalon Groves Community Development District

Financial Statements
(Unaudited)

Preliminary

October 31, 2024



Avalon Groves CDD
Balance Sheet
October 31, 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
1 ASSETS								
2 Operating Account	\$ 182,430	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 182,430
3 Trust Accounts:								
4 Revenue Fund	-	4,018	58,223	75,731	55,291	24,215	7,107	224,585
5 Interest Fund	-	61,407	188,665	67,331	176	314	44,638	362,531
6 Reserve Fund	-	194,696	576,238	105,573	19,790	173,401	32,306	1,102,003
7 Prepayment Fund	-	5,000	30,000	1,531	-	240	-	36,771
8 Sinking Fund	-	138	350	21	230	398	107	1,244
9 Principal	-	-	-	75,000	-	-	-	75,000
10 Cost Of Issuance	-	-	-	14,581	1,247	14,349	(1)	30,177
11 Bond Redemption	-	-	-	51	-	0	-	51
12 Acquisition & Construction	-	0	1	12,227	4	73,356	9,202	94,790
13 Accounts Receivable	-	-	-	-	-	-	-	-
14 On-Roll Assessments Receivable	1,321,679	170,667	501,579	210,656	193,473	337,051	128,924	2,864,029
15 Due From Other Funds	-	1,630	4,849	2,012	1,848	3,221	1,231	14,791
16 Prepaid Expenses	-	-	-	-	-	-	-	-
17 Deposits	541	-	-	-	-	-	-	541
18 TOTAL ASSETS	\$ 1,504,650	\$ 437,556	\$ 1,359,905	\$ 564,713	\$ 272,059	\$ 626,546	\$ 223,514	\$ 4,988,942
19 LIABILITIES								
20 Accounts Payable	\$ 62,762	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,762
21 On-Roll Deferred Revenue	1,321,679	170,667	501,579	210,656	193,473	337,051	128,924	2,864,029
22 Accrued Expenses	-	-	-	-	-	-	-	-
23 Due To Other Funds	14,791	-	-	-	-	-	-	14,791
24 TOTAL LIABILITIES	1,399,232	170,667	501,579	210,656	193,473	337,051	128,924	2,941,583
25 FUND BALANCE								
26 Nonspendable								
27 Prepaid & Deposits	541	-	-	-	-	-	-	541
28 Capital Reserves	-	-	-	-	-	-	-	-
29 Operating Capital	220,425	-	-	-	-	-	-	220,425
30 Unassigned	(115,549)	266,888	858,326	354,057	78,586	289,495	94,590	1,826,393
31 TOTAL FUND BALANCE	105,417	266,888	858,326	354,057	78,586	289,495	94,590	2,047,359
32 TOTAL LIABILITIES & FUND BALANCE	\$ 1,504,650	\$ 437,556	\$ 1,359,905	\$ 564,713	\$ 272,059	\$ 626,546	\$ 223,514	\$ 4,988,942



Avalon Groves CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 to October 31, 2024

	FY 2025 Adopted Budget	FY 2025 Month of October	FY 2025 Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
1 REVENUES					
2 Special Assessment	\$ 1,319,762	\$ -	\$ -	\$ (1,319,762)	0%
3 Serenoa POA Cost Share Agreement	2,790	-	-	(2,790)	0%
4 Interest Income	-	-	-	-	0%
5 Misc. Revenue	-	-	-	-	0%
6 TOTAL REVENUES	\$ 1,322,552	\$ -	\$ -	\$ (1,322,552)	0%
7 EXPENDITURES					
8 GENERAL ADMINISTRATIVE					
9 Supervisor Compensation	\$ 12,000	\$ 800	\$ 800	\$ (11,200)	7%
10 District Management Services	34,608	2,884	2,884	(31,724)	8%
11 Bank Fees	150	-	-	(150)	0%
12 Auditing	3,800	-	-	(3,800)	0%
13 Regulatory and Permit Fees	175	175	175	-	100%
14 Legal Advertisements	4,000	-	-	(4,000)	0%
15 Engineering Services	40,000	595	595	(39,405)	1%
16 Legal Services	60,000	2,153	2,153	(57,847)	4%
17 Technology & Website Admin.	2,015	1,515	1,515	(500)	75%
18 Miscellaneous (Appraisal, Mailing, Etc.)	1,500	310	310	(1,190)	21%
19 TOTAL GENERAL ADMINISTRATIVE	158,248	8,432	8,432	(149,816)	5%
20 INSURANCE					
21 Insurance	35,000	31,836	31,836	(3,164)	91%
22 TOTAL INSURANCE	35,000	31,836	31,836	(3,164)	91%
23 DEBT SERVICE ADMIN.					
24 Disclosure Report	5,408	1,000	1,000	(4,408)	18%
25 Arbitrage Rebate Report	2,000	-	-	(2,000)	0%
26 Trustee Fees	17,500	-	-	(17,500)	0%
27 TOTAL DEBT SERVICE ADMINISTRATION	24,908	1,000	1,000	(23,908)	4%
28 UTILITIES:					
29 Utilities-Electricity	20,000	570	570	(19,430)	3%
30 Streetlights	295,000	20,680	20,680	(274,320)	7%
31 Utility Water	45,000	3,082	3,082	(41,918)	7%
32 TOTAL UTILITIES:	360,000	24,332	24,332	(335,668)	7%
33 PHYSICAL ENVIRONMENT:					
34 Lake & Pond Maintenance	54,600	16,768	16,768	(37,832)	31%
35 Landscape Maintenance	314,715	27,110	27,110	(287,605)	9%
36 Landscape - Replenishment	76,000	4,950	4,950	(71,050)	7%
37 Wetland Mitigation & Monitoring	49,800	5,900	5,900	(43,900)	12%
38 Field Management	6,489	541	541	(5,948)	8%
39 Field Contingency	88,900	175	175	(88,725)	0%
40 Hardscape Repairs & Maint.	15,000	-	-	(15,000)	0%
41 Stormwater Reporting	25,000	-	-	(25,000)	0%
42 Porter Services	10,000	-	-	(10,000)	0%
43 Pond Plantings and Erosion Control	15,000	-	-	(15,000)	0%
44 Fountain Repair	2,700	-	-	(2,700)	0%



		FY 2025 Adopted Budget	FY 2025 Month of October	FY 2025 Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
45	Midge Fly Treatment	53,592	-	-	(53,592)	0%
46	Playground Repairs & Maint.	9,000	-	-	(9,000)	0%
47	Wildlife Removal	18,600	-	-	(18,600)	0%
48	Reserve Study	5,000	-	-	(5,000)	0%
49	TOTAL PHYSICAL ENVIRONMENT	744,396	55,444	55,444	(688,952)	7%
50	TOTAL EXPENDITURES	1,322,552	121,044	121,044	(1,201,507)	9%
51	REVENUES OVER (UNDER) EXPENDITURES	-	(121,044)	(121,044)	(121,044)	
52	OTHER FINANCING SOURCES & USES					
53	Transfers In	-	-	-	-	
54	Transfers Out	-	-	-	-	
55	TOTAL OTHER FINANCING SOURCES & USES	-	-	-	-	
56	NET CHANGE IN FUND BALANCE	-	(121,044)	(121,044)	(121,044)	
57	Fund Balance - Beginning			226,462	226,462	
58	FUND BALANCE - ENDING - PROJECTED	\$ -		\$ 105,417	\$ 105,417	



Avalon Groves CDD
Debt Service 2017 (AA1)
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 to October 31, 2024

	FY 2025 Adopted Budget	FY 2025 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUES			
2 Special Assessments	\$ 170,338	\$ -	\$ (170,338)
3 Lot Closings	-	-	-
4 Interest	-	1,096	1,096
5 Prepayments	-	-	-
6 TOTAL REVENUES	170,338	1,096	(169,242)
7 EXPENDITURES			
8 Interest Expense			
9 * November 1, 2024	62,106	-	(62,106)
10 May 1, 2025	62,106	-	(62,106)
11 November 1, 2025	60,981	-	(60,981)
12 Principal Retirement			
13 May 1, 2025	45,000	-	(45,000)
14 Principal Prepayment	-	-	-
15 TOTAL EXPENDITURES	168,088	-	(168,088)
16 REVENUES OVER (UNDER) EXPENDITURES	2,250	1,096	(1,154)
17 OTHER FINANCING SOURCES (USES)			
18 Transfers In	-	-	-
19 Transfers Out	-	-	-
20 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-
21 NET CHANGE IN FUND BALANCE	2,250	1,096	(1,154)
22 Fund Balance - Beginning		265,792	
23 FUND BALANCE - ENDING - PROJECTED	\$ 2,250	\$ 266,888	\$ 264,638

** financed by prior year revenues*



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, 2024 to October 31, 2024

	FY 2025 Adopted Budget	FY 2025 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUES			
2 Special Assessments	\$ 500,600	\$ -	\$ (500,600)
3 Lot Closings	-	-	-
4 Interest	-	3,509	3,509
5 Prepayments	-	-	-
6 TOTAL REVENUES	500,600	3,509	(497,091)
7 EXPENDITURES			
8 Interest Expense			
9 * November 1, 2024	190,897	-	(190,897)
10 May 1, 2025	188,663	-	(188,663)
11 November 1, 2025	185,303	-	(185,303)
12 Principal Retirement			
13 May 1, 2025	125,000	-	(125,000)
14 Principal Prepayment	-	-	-
15 TOTAL EXPENDITURES	498,966	-	(498,966)
16 REVENUES OVER (UNDER) EXPENDITURES	1,634	3,509	1,875
17 OTHER FINANCING SOURCES (USES)			
18 Transfers In	-	-	-
19 Transfers Out	-	-	-
20 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-
21 NET CHANGE IN FUND BALANCE	1,634	3,509	1,875
22 Fund Balance - Beginning		854,816	
23 FUND BALANCE - ENDING - PROJECTED	\$ 1,634	\$ 858,325	\$ 856,690

** financed by prior year revenues*



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

	FY 2025 Adopted Budget	FY 2025 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUES			
2 Special Assessments	\$ 210,250	\$ -	\$ (210,250)
3 Lot Closings	-	-	-
4 Interest	-	1,415	1,415
5 Prepayments	-	-	-
6 TOTAL REVENUES	210,250	1,415	(208,835)
7 EXPENDITURES			
8 Interest Expense			
9 * November 1, 2024	67,330	-	(67,330)
10 May 1, 2025	66,074	-	(66,074)
11 November 1, 2025	66,074	-	(66,074)
12 Principal Retirement			
13 * November 1, 2024	75,000	-	(75,000)
14 November 1, 2025	75,000	-	(75,000)
15 Principal Prepayment	-	-	-
16 TOTAL EXPENDITURES	207,148	-	(207,148)
17 REVENUES OVER (UNDER) EXPENDITURES	3,103	1,415	(1,687)
18 OTHER FINANCING SOURCES (USES)			
19 Transfers In	-	-	-
20 Transfers Out	-	(2,803)	(2,803)
21 TOTAL OTHER FINANCING SOURCES (USES)	-	(2,803)	(2,803)
22 NET CHANGE IN FUND BALANCE	3,103	(1,388)	(4,490)
23 Fund Balance - Beginning		343,218	
24 FUND BALANCE - ENDING - PROJECTED	\$ 3,103	\$ 341,830	\$ 338,728
<i>* financed by prior year revenues</i>			



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, 2024 to October 31, 2024

	FY 2025 Adopted Budget	FY 2025 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUES			
2 Special Assessments	\$ 193,100	\$ -	\$ (193,100)
3 Lot Closings	-	-	-
4 Interest	-	346	346
5 Prepayments	-	-	-
6 TOTAL REVENUES	193,100	346	(192,754)
7 EXPENDITURES			
8 Interest Expense			
9 * November 1, 2024	56,369	-	(56,369)
10 May 1, 2025	56,369	-	(56,369)
11 November 1, 2025	55,469	-	(55,469)
12 Principal Retirement			
13 May 1, 2025	80,000	-	(80,000)
14 Principal Prepayment	-	-	-
15 TOTAL EXPENDITURES	191,838	-	(191,838)
16 REVENUES OVER (UNDER) EXPENDITURES	1,263	346	(916)
17 OTHER FINANCING SOURCES (USES)			
18 Transfers In	-	-	-
19 Transfers Out	-	(4,042)	(4,042)
20 TOTAL OTHER FINANCING SOURCES (USES)	-	(4,042)	(4,042)
21 NET CHANGE IN FUND BALANCE	1,263	(3,696)	(4,958)
22 Fund Balance - Beginning		82,277	
23 FUND BALANCE - ENDING - PROJECTED	\$ 1,263	\$ 78,582	\$ 77,319

**financed by prior year revenues*



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

	FY 2025 Adopted Budget	FY 2025 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUES			
2 Special Assessments	\$ 336,400	\$ -	\$ (336,400)
3 Lot Closings	-	-	-
4 Interest	-	863	863
5 Prepayments	-	-	-
6 TOTAL REVENUES	336,400	863	(335,537)
7 EXPENDITURES			
8 Interest Expense			
9 * November 1, 2024	101,325	-	(101,325)
10 May 1, 2025	101,225	-	(101,225)
11 November 1, 2025	99,622	-	(99,622)
12 Principal Retirement			
13 May 1, 2025	135,000	-	(135,000)
14 Principal Prepayment	-	-	-
15 TOTAL EXPENDITURES	335,847	-	(335,847)
16 REVENUES OVER (UNDER) EXPENDITURES	553	863	310
17 OTHER FINANCING SOURCES (USES)			
18 Transfers In	-	4,042	4,042
19 Transfers Out	-	-	-
20 TOTAL OTHER FINANCING SOURCES (USES)	-	4,042	4,042
21 NET CHANGE IN FUND BALANCE	553	4,905	4,352
22 Fund Balance - Beginning		211,235	
23 FUND BALANCE - ENDING - PROJECTED	\$ 553	\$ 216,139	\$ 215,586

** financed by prior year revenues*



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

	FY 2025 Adopted Budget	FY 2025 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUES			
2 Special Assessments	\$ 128,675	\$ -	\$ (128,675)
3 Lot Closings	-	-	-
4 Interest	-	351	351
5 Prepayments	-	-	-
6 TOTAL REVENUES	128,675	351	(128,324)
7 EXPENDITURES			
8 Interest Expense			
9 * November 1, 2024	44,638	-	(44,638)
10 May 1, 2025	44,638	-	(44,638)
11 November 1, 2025	43,838	-	(43,838)
12 Principal Retirement			
13 May 1, 2025	40,000	-	(40,000)
14 Principal Prepayment	-	-	-
15 TOTAL EXPENDITURES	128,475	-	(128,475)
16 REVENUES OVER (UNDER) EXPENDITURES	200	351	151
17 OTHER FINANCING SOURCES (USES)			
18 Transfers In	-	-	-
19 Transfers Out	-	(858)	(858)
20 TOTAL OTHER FINANCING SOURCES (USES)	-	(858)	(858)
21 NET CHANGE IN FUND BALANCE	200	(506)	(706)
22 Fund Balance - Beginning		85,895	
23 FUND BALANCE - ENDING - PROJECTED	\$ 200	\$ 85,388	\$ 85,188

** financed by prior year revenues*



Avalon Groves Community Development District
Construction in Progress
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 to October 31, 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 REVENUES							
2 Developer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3 Insurance Claim	-	-	-	-	-	-	-
4 Interest	-	-	39	4	303	34	381
5 TOTAL REVENUES	-	-	39	4	303	34	381
6 EXPENDITURES							
7 Dissemination Agent	-	-	-	-	-	-	-
8 Trust Fund Accounting	-	-	-	-	-	-	-
9 Arbitrage	-	-	-	-	-	-	-
10 Trustee Fees	-	-	-	-	-	-	-
11 Requisitions	-	-	-	-	-	-	-
12 TOTAL EXPENDITURES	-	-	-	-	-	-	-
13 REVENUES OVER (UNDER) EXPENDITURES	-	-	39	4	303	34	381
14 OTHER SOURCES (USES)							
15 Transfer In	-	-	2,803	-	-	858	3,661
16 Transfer Out	-	-	-	-	-	-	-
17 TOTAL OTHER SOURCES (USES)	-	-	2,803	-	-	858	3,661
18 NET CHANGE IN FUND BALANCE	-	-	2,842	4	303	892	4,042
19 Fund Balance - Beginning	0	21	9,385	-	73,053	8,310	90,768
20 FUND BALANCE - ENDING - PROJECTED	\$ 0	\$ 21	\$ 12,227	\$ 4	\$ 73,356	\$ 9,202	\$ 94,810



Avalon Groves CDD
Cash Reconciliation - General Fund
October 31, 2024

	Bank United (Operating Account)
Balance per Bank Statement	\$ 196,184.46
Construction Cash in Operating Account	(20.00)
Plus: Deposits in Transit	-
Less: Outstanding Checks	13,734.65
<i>Adjusted Bank Balance</i>	<u>\$ 182,429.81</u>
Beginning Bank Balance per Books	265,180.64
Deposits	7,261.16
Disbursements	90,011.99
<i>Balance per Book</i>	<u>\$ 182,429.81</u>



Avalon Groves Community Development District
Check Register
FY2025

Date	Number	Name	Memo	Deposit	Payments	Balance
9/30/2024		Beginning of Year				265,180.64
10/02/2024	100224ACH1	Sunshine Water Services	Basswood Ln Island Irrigation 7/22/24 - 8/22/24		2,625.04	262,555.60
10/02/2024	100224ACH2	Sunshine Water Services	Butterfly Pea Ct Cul-De-Sac 7/22/24 -8/22/24		56.30	262,499.30
10/02/2024	100224ACH3	Sunshine Water Services	Goldcrest Loop Playground 7/22/24 -8/22/24		13.63	262,485.67
10/03/2024	100324ACH1	SECO Energy	16920 Sawgrass Bay Blvd 8/15/24 - 9/16/24		110.00	262,375.67
10/03/2024	100324ACH2	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 8/15/24 - 9/16/24		42.00	262,333.67
10/03/2024	100324ACH3	SECO Energy	17325 Sawgrass Bay Blvd 8/15/24 - 9/16/24		359.00	261,974.67
10/03/2024	100324ACH4	SECO Energy	17052 Basswood Lane 8/15/24 - 9/16/24		43.00	261,931.67
10/03/2024	100324ACH5	SECO Energy	17650 Sawgrass Bay Blvd 8/15/24 - 9/16/24		92.00	261,839.67
10/09/2024	100924ACH1	Sunshine Water Services	Paragon Ln - Playground Irrigation 7/26/24 - 8/29/24		261.12	261,578.55
10/21/2024	100286	Steadfast Environmental, LLC	Invoice: SE-25151 (Reference: Aquatic Insecticide / Larvicide applications for ponds 1-65.)		13,398.00	248,180.55
10/21/2024	100287	Fountain Design Group, Inc.	Invoice: 34471A (Reference: QUARTERLY CLEANING OF ONE LAKE FOUNTAIN.)		175.00	248,005.55
10/21/2024	100288	BIO-TECH CONSULTING, INC.	Invoice: 181733 (Reference: Mitigation Monitoring.)		5,900.00	242,105.55
10/21/2024	100289	Down to Earth	Invoice: 115144 (Reference: Landscape Maintenance.)		27,110.25	214,995.30
10/22/2024	1711	Egis Insurance and Risk Advisors	Insurance FY 10/1/24 - 10/1/25 Policy # 100124288		31,836.00	183,159.30
10/28/2024	1712	Carl M. Weston	BOS Meeting 10/24/24		200.00	182,959.30
10/28/2024	1713	Eugene J. Mastrangeli	BOS Meeting 10/24/24		200.00	182,759.30
10/28/2024	1714	Michael W. Aube	BOS Meeting 10/24/24		200.00	182,559.30
10/28/2024	1715	Robert J. Wolski	BOS Meeting 10/24/24		200.00	182,359.30
10/28/2024	100290	Orlando Sentinel	Invoice: 101196267000 (Reference: Legal Advertising.)		156.00	182,203.30
10/28/2024	100291	Down to Earth	Invoice: 117701 (Reference: Monthly Irrigation Billing.)		861.55	181,341.75
10/28/2024	100292	Vesta District Services	Invoice: 422529 (Reference: Management Fees Oct 24.)		3,424.75	177,917.00
10/28/2024	100293	Stantec Consulting Services, Inc	Invoice: 2297356 (Reference: General Consulting.)		595.35	177,321.65
10/30/2024	100294	Kutak Rock LLP	Invoice: 3468770 (Reference: General Counsel.)		2,153.00	175,168.65
10/30/2024			Deposit	81.99		175,250.64
10/30/2024			Deposit	7,179.17		182,429.81
10/31/2024		End of Month		7,261.16	90,011.99	182,429.81

EXHIBIT 27



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		Resident responded HOA landscaper performing cutbacks
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		
FM/DM	Pursue additional quotes for lighting, follow up with Mr. Mastrangeli's vendor, and explore special assessment.	10/28/2024		
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/DM	Pursue additional quotes for lighting, follow up with Mr. Mastrangeli's vendor, and explore special assessment.	10/28/2024		
FM	Obtain quotes to install pavers at butterfly pea court island	10/28/2024		
FM	Follow up on pet waste station	8/22/2024		Vesta maintenance unable to complete 10/10 Apex contacted for install quote 10/28 Follow up on installation of 5 pet waste station
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 10/10 Apex recontacted for quote 10/28 Follow up on handymen quotes
FM	Include monuments / lighting and district signage on field report	8/22/2024		
FM	Evaluate condition of monuments	8/22/2024		10/10 Apex contacted for quote 10/28 Review and obtain quotes
FM	Order no overnight parking signs for playground	8/22/2024		10/10 Apex contacted for quote 10/28 Follow up on no parking signs at playground & order 10 No fishing signs for village 3 and fountain pond
FM	Re-document recent sidewalk repairs for both safety and aesthetics.	6/27/2024		

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.

