



Your Community.
Our Commitment.

AVALON GROVES

COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Date/Time:

Thursday

April 23, 2026

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

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, April 23, 2026 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 536 or hbeckett@vestapropertyservices.com. We look forward to seeing you at the meeting.

Sincerely,

Heath Beckett

Heath Beckett
District Manager

CC: Attorney
Engineer
District Records





AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Thursday, April 23, 2026
 Time: 10:00 a.m.
 Location: Serenoa Club Amenity Center
 17555 Sawgrass Bay Blvd.,
 Clermont, FL 34714

[Join via Computer or Mobile App](#)
 Dial-in Number: 1-904-348-0776
 Phone Conference ID: 684 257 747#
 (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

FIRST ORDER OF BUSINESS:

ROLL CALL

Supervisors	Present	Teams	Absent
Carl Weston (1-VC)			
John Holden (2)			
Gabriel Ruperez (3)			
Robert Wolski (4)			
Gene Mastrangeli (5-C)			

Staff/Vendors

Heath Beckett, Vesta District Services
Michael Bush, Vesta District Services
Bennett Davenport, Kutak Rock
Greg Woodcock, Stantec
Matt Goldrick, Steadfast
Justin Sarka, Down To Earth

SECOND ORDER OF BUSINESS:

AUDIENCE COMMENTS – *Agenda Items*
(Limited to 3 Minutes Per Person)

THIRD ORDER OF BUSINESS:

GUEST PRESENTATION: *Paul Grifoni, Custom Reserves LLC*

- A. Review of Reserve Study

EXHIBIT 1

FOURTH ORDER OF BUSINESS:

OPERATIONS AND MAINTENANCE

- A. Community Managers
 - 1. Palms at Serenoa HOA Update – *Jasmin Correa/John Holden*
 - 2. Serenoa POA Update – *David Landry/Gene Mastrangeli*
- B. District Engineer – *Greg Woodcock, Stantec*
- C. Aquatic Maintenance Report – *Steadfast Environmental*
 - 1. Presentation of Pond Requests – *None outstanding, all requests discussed at March meeting*

EXHIBIT 2



FOURTH ORDER OF BUSINESS: OPERATIONS AND MAINTENANCE (Continued)

- D. Landscape Maintenance Report – *Justin Sarka, Down To Earth* **EXHIBIT 3**
 - 1. Presentation of Landscape Requests
 - 2. Consideration of Down To Earth Proposals
 - a. #141020 – Replace Crabgrass at Goldcrest Loop - \$36,470 **EXHIBIT 4**
 [LANDSCAPE - REPLENISHMENT/Encumber FIELD CONTINGENCY]

- E. Field Operations – *Michael Bush, Vesta District Services* **EXHIBIT 5**
 - 1. Presentation of Field Requests
 - 2. Presentation of Streetlight Requests
 - 3. Presentation of Hog Activity Report
 - 4. Consideration of Pressure Washing Proposals [HARDSCAPE REPAIRS & MAINT **EXHIBIT 6**
 /Encumber FIELD CONTINGENCY]
 - a. Outdoor Ninja #224 - \$10,800.00
 - b. Platinum Exterior Services #1606 - \$16,028.56
 - c. Splash and Dash #26-026 - \$32,182.00 (Plus \$625 for Equipment
 Soft Wash Option)
 - d. Tampa SWAP #26-027 - \$28,000.00

- F. District Counsel – *Bennett Davenport, Kutak Rock*
 - 1. Adoption of **Resolution 2026-05, Setting Public Hearing on Revised** **EXHIBIT 7**
 Rules of Procedure (June 25, 2026)
 - Revised Rules of Procedure

- G. District Manager – *Heath Beckett, Vesta District Services*
 - 1. Update on Blazing Star Lift Station Landscape (\$9,548.31) **EXHIBIT 8**
 - a. Sunshine Water Meter Installation Proposal - \$3,425.72
 - b. Backflow Installation Estimate - \$1,500.00 (per Vail Plumbing)
 - c. #142915 - Blazing Star Lift Station Irrigation Rebuild - \$2,524.05
 [LANDSCAPE - REPLENISHMENT]
 - d. #138715 - Shrub Infill at Blazing Star Lift Station - \$2,098.54
 [LANDSCAPE - REPLENISHMENT]
 - 2. Update on Edgemont Fence Conveyance/Disposal



FIFTH ORDER OF BUSINESS: CONSENT AGENDA

- A. Approval of the Minutes of the Board of Supervisors Regular Meeting Held March 26, 2026 **EXHIBIT 9**
- B. Acceptance of the Minutes of the Board of Supervisors Workshop Held April 9, 2026 **EXHIBIT 10**
- C. Acceptance of the March 2026 Unaudited Financial Report **EXHIBIT 11**

SIXTH ORDER OF BUSINESS: LIAISON REPORTS

- A. Landscape and Environmental – *John Holden/Gabriel Ruperez/Carl Weston*
 - 1. Review of Landscape Scoresheets **EXHIBIT 12**
- B. Amenities and Infrastructure – *John Holden/Gene Mastrangeli*
- C. Public Safety – *Carl Weston/Robert Wolski*
- D. Finance – *Gene Mastrangeli/Robert Wolski*

SEVENTH ORDER OF BUSINESS: SUPERVISOR REQUESTS

- A. Discussion on Improving Field Service Requests (Holden)
- B. Next Workshop Agenda Items
- C. Next Meeting Agenda Items

EIGHTH ORDER OF BUSINESS: AUDIENCE COMMENTS – Non-Agenda Items and New Business (Limited to 3 Minutes Per Person)

NINTH ORDER OF BUSINESS: NEXT WORKSHOP ATTENDANCE CHECK

	In Person	Not
Carl Weston (1-VC)		
John Holden (2)		
Gabriel Ruperez (3)		
Robert Wolski (4)		
Gene Mastrangeli (5-C)		

Thursday, May 14, 2026
at 10:00 a.m.
Palms at Serenoa Clubhouse
17244 Bay Cedar Way
Clermont, FL 34714

TENTH ORDER OF BUSINESS: NEXT MEETING QUORUM CHECK

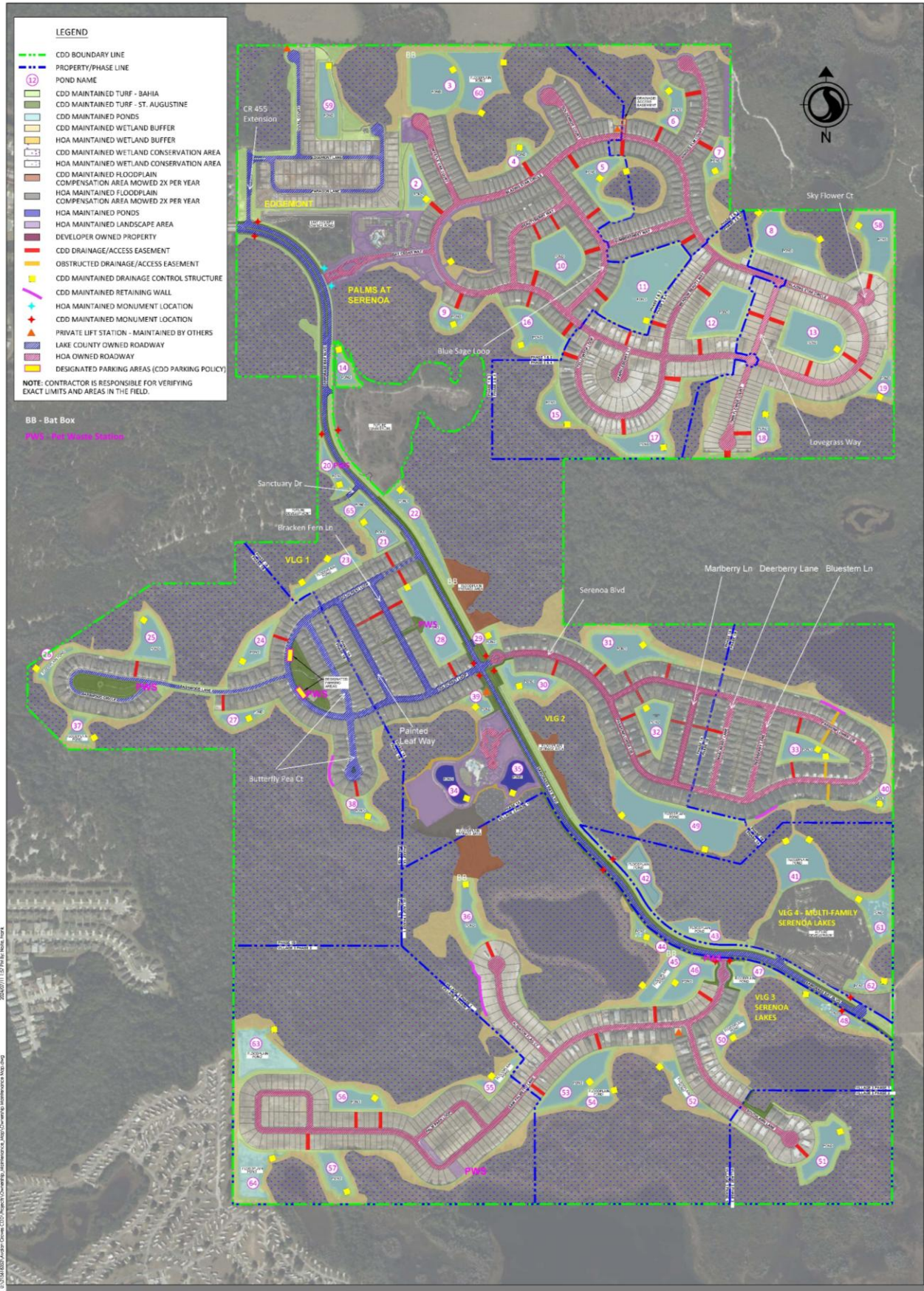
	In Person	Virtually	Not
Carl Weston (1-VC)			
John Holden (2)			
Gabriel Ruperez (3)			
Robert Wolski (4)			
Gene Mastrangeli (5-C)			

Thursday, May 28, 2026
at 10:00 a.m.
Serenoa Club Amenity Center
17555 Sawgrass Bay Blvd.,
Clermont, FL 34714

ELEVENTH ORDER OF BUSINESS: ACTION ITEMS SUMMARY **EXHIBIT 13**

(To be Included in the Meeting Minutes)

TWELFTH ORDER OF BUSINESS: ADJOURNMENT



**AVALON GROVES
OWNERSHIP AND MAINTENANCE MAP
CLERMONT, FLORIDA
JULY, 2024**

Revision	By	App'd	TY/DATE
AVALON GROVES CDD	JRF/N		23/12/21
Issued	TY	APR	23/12/21

Stantec
 Stantec Consulting Services Inc.
 777 S. Harbour Island Blvd, Suite 600
 Tampa, Florida 33602 Tel: 813.223.8800
 www.stantec.com Fax: 813.223.0009
 Certificate of Authorization #27013
 FL Lic. # IC-000170
The Contractor shall verify and be responsible for all drawings, DDCADs and the drawings. Any errors or omissions shall be reported to Stantec without delay. The Contractor shall design and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.



EXHIBIT 1





AVALON GROVES

COMMUNITY DEVELOPMENT DISTRICT

c/o Vesta District Services

250 International Parkway, Suite 208

Lake Mary, FL 32746

321-263-0132

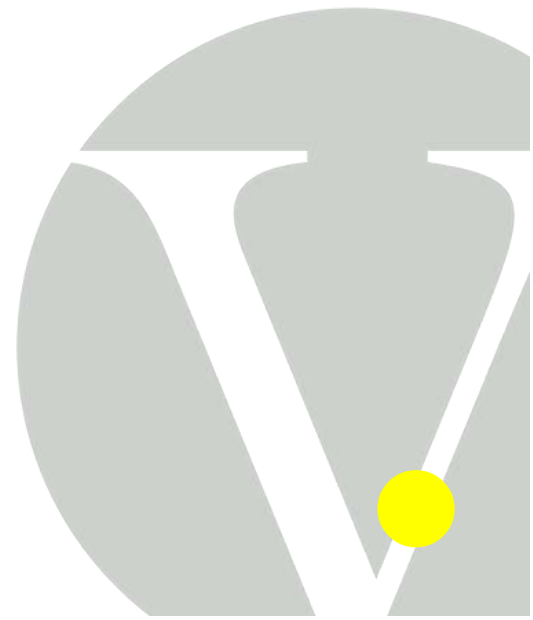
The Purpose and Benefit of a Reserve Study

A Reserve Study is an independent long-term analysis of common property created by an accredited analyst. It documents the current condition of District assets, estimates their repair/replacement costs and sets a schedule for repairs and replacements. A Reserve Study provides a stable and equitable funding plan to offset these anticipated future expenditures as major common area infrastructure wears out over its predicted useful life.

Reserve Studies help the Board of Supervisors fulfill their fiduciary responsibility during the budget adoption process as they can make informed decisions on fund allocations utilizing the up-to-date information on replacement/maintenance costs and the recommendations on reasonable and appropriate revenue allocations to offset the future anticipated costs associated with maintaining and replacing District infrastructure and property.

While in reality the actual expenditures and replacements can and will vary from the Reserve Study schedule, by allocating a portion of the District's revenue to a reserve account each year, the Board of Supervisors is proactively ensuring funds will be available for predicted repairs and replacements when required which by extension prevents the need for an additional large special assessment in any given year.

District Management Team
Vesta District Services





Office: (888) 927-7865
Fax: (813) 200-8448
Contact@customreserves.com
5470 E Busch Blvd., Unit 171
Tampa, FL 33617

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT RESERVE STUDY



For 30-Year Projection Period: FY 2026 through FY 2056

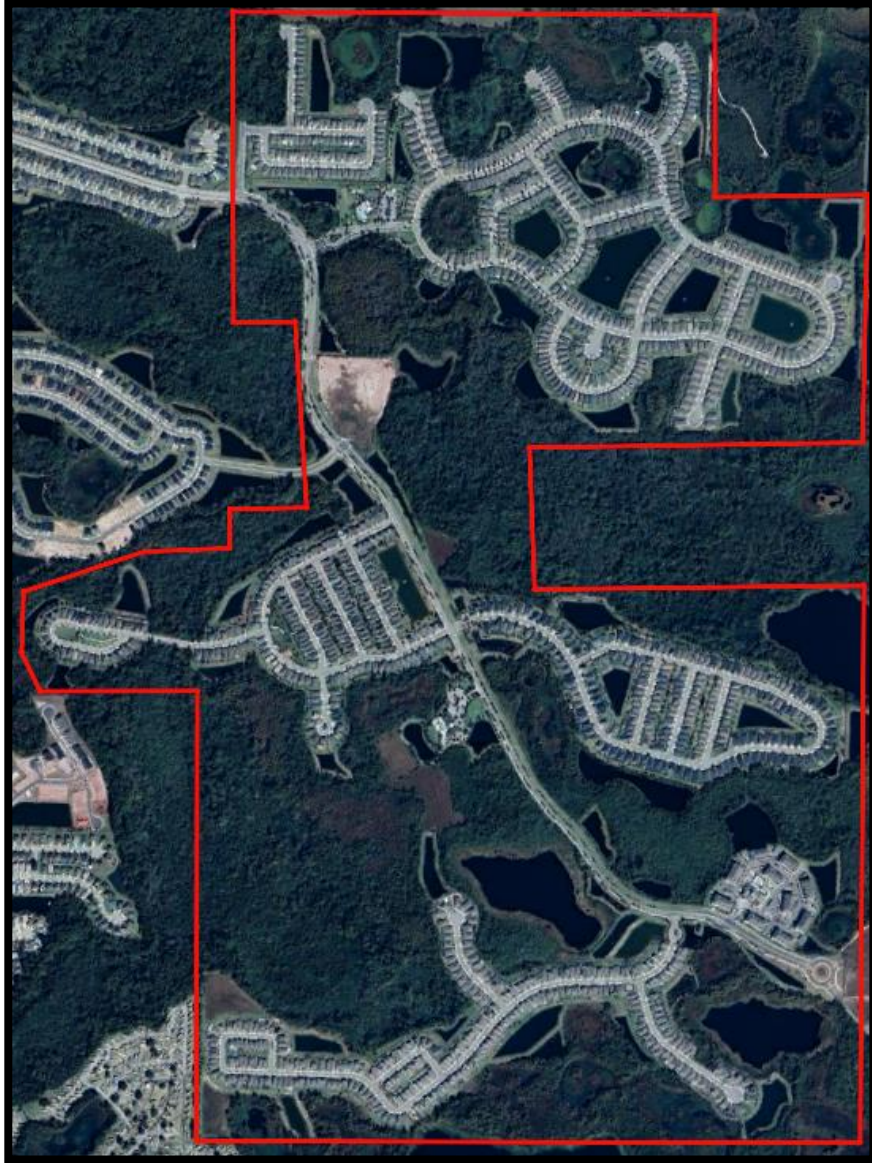
This report contains intellectual property developed by Custom Reserves, LLC specific to this engagement and cannot be reproduced or distributed to those who conduct reserve studies without the written consent of Custom Reserves, LLC. See the proposal for details concerning the use of this report.



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Property Overview



Clermont, FL

Latitude: 28°23'20.85"N

Longitude: 81°40'2.88"W

Executive Summary

Custom Reserves conducted a site visit on February 11, 2026. There are 12 common area reserve components identified comprising 16 line items that require reserve funding during the noninvasive, visual inspection of the community. Supplemental information to the physical inspection typically includes the following sources:

1. District board members, management and staff
2. Client's vendors
3. Declaration
4. Maintenance records of the reserve components where available
5. Project plans where available

Avalon Groves Community Development District (Avalon Groves) is a local unit of special purpose government built in 2016, located in Clermont, FL and is responsible for the common elements shared by 1745 owners. The development contains Property Site components.

A Reserve Study comprises two parts:

Physical Analysis	Financial Analysis
<ul style="list-style-type: none">• Component Inventory• Condition Assessment• Estimated Useful Life• Remaining Useful Life• Replacement Cost	<ul style="list-style-type: none">• Fund Status• Funding Plan

The intention of this Reserve Study is to forecast the District's ability to replace major components as they wear out in future years. This Reserve Study complies with or exceeds all applicable **statutes** and national standards. Reserve Studies are a guide and should be used for budgetary purposes. Actual expenditures and times of replacements can and/or will vary.

Reference #: 1555.26

Inspection and Report by:

Paul Grifoni, PRA, RS

Financial Analysis

The pooling method or cash flow funding plan is included to project and illustrate the reserve funding plan as depicted in **Table B**. The unaudited cash status of the District's combined reserve funds, as of September 30, 2025, as reported by Management is zero dollars. Avalon Groves budgeted \$30,940 for combined reserve contributions in FY¹ 2026. The District can continue this reserve contribution of \$30,940 from 2027 through 2030 to adequately fund reserves based on this analysis utilizing threshold funding in the high risk year. The District should anticipate an update by 2030 but can budget inflationary increases each year thereafter.

External market factors incorporated in this Reserve Study are an inflation rate of 3.0% based on the Consumer Price Index published by the Bureau of Labor Statistics and an interest rate of 3.0%. Most community bylaws provide that funds shall be held in a bank, with FDIC or similar insurance to cover all funds.

The actual timing of the events depicted may not occur exactly as projected. Internal changes such as deferred or accelerated projects, and external changes such as interest and inflation rates, are likely. Updates to the Reserve Study will incorporate these changes. To ensure equity in the adopted funding plan, ongoing annual reviews and either a Non Site visit or Site Visit update of this Reserve Study is recommended in two- to three-years respectively depending on the complexity of the community, and changes in external and internal factors. It is recommended by the American Institute of Certified Public Accountants (AICPA) that your Reserve Study be updated annually.

¹ FY 2026 Begins October 1, 2025 and Ends September 30, 2026.

Property Component Definitions

The analysis began by separating the property components into specific areas of responsibility for replacement and repair. These classes of property are as follows:

1. **Reserve Components** are defined as follows:
 - District responsibility
 - Limited useful life expectancies
 - Predictable remaining useful life expectancies
 - Replacement cost above a minimum threshold
2. **Operating Budget Components** are defined as follows:
 - Common area components historically funded through operating funds rather than reserve funds
 - Common area components whose replacement or repair costs fall below a specific dollar amount
3. **Long-Lived Components** are defined as follows:
 - Common area components without a predictable remaining useful life
 - Common area components with a remaining useful life beyond the 30-year scope of this reserve study
4. **Owner Components** are defined as follows:
 - Components that are not the responsibility of the District to maintain, repair or replace
5. **Other Components** are defined as follows:
 - Components that are neither the responsibility of the District nor the Owner to maintain, repair or replace

Property Component Model

COMPONENT	COMMON COMPONENTS (X)			REMAINING COMPONENTS (O)	
	RESERVES	OPERATING	LONG-LIVED	OWNER	OTHER
Asphalt Pavement, Repaving	X				
Expenses Less Than \$1,000		X			
Fence, Aluminum, Edgemont	X				
Fence, Vinyl, Edgemont	X				
Fences, Vinyl, Three Rail, Edgemont	X				
Fences, Wood, Paint Finishes	X				
Fences, Wood, Replacement, Phased	X				
Foundation(s)			X		
Irrigation System, Controls, Phased	X				
Irrigation System, Pumps	X				
Landscaping		X			
Light Fixtures, Phased	X				
Light Poles and Fixtures					O
Mailbox Stations, Edgemont	X				
Other Repairs Normally Funded Through the Operating Budget		X			
Playground Equipment, Edgemont	X				
Playground Equipment, Village 1	X				
Pond Fountain	X				
Shade Structure	X				
Sidewalks, Concrete, Common		X			
Signage, Phased	X				
Site Furniture		X			
Stormwater System, Partial	X				
Structural Frame(s)			X		
Subsurface Utilities, Sanitary Waste					O
Subsurface Utilities, Water Supply					O



Reserve Expenditures

Avalon Groves Community Development District

Line Item	Reserve Components	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
		2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056
	Property Site Components																					
1	Asphalt Pavement, Repaving				\$13,466																	
2	Fence, Aluminum, Edgemont														\$6,908							
3	Fence, Vinyl, Edgemont									\$53,371												
3.1	Fences, Vinyl, Three Rail, Edgemont									\$15,662												
4	Fences, Wood, Paint Finishes	\$10,513					\$12,188					\$14,129					\$16,379					\$18,988
4.1	Fences, Wood, Replacement, Phased	\$31,683					\$36,729															\$57,223
5	Irrigation System, Controls, Phased						\$9,348	\$9,628	\$9,917								\$12,563	\$12,940	\$13,328			
5.1	Irrigation System, Pumps				\$29,371																	
6	Light Fixtures, Phased	\$14,353					\$16,639					\$19,289					\$22,362					\$25,923
7	Mailbox Stations, Edgemont												\$26,044									
8	Playground Equipment, Edgemont							\$56,165														
8.1	Playground Equipment, Village 1		\$103,818																			\$176,742
9	Pond Fountain								\$16,528													\$23,566
10	Shade Structure									\$25,536												
11	Signage, Phased	\$10,751					\$12,464					\$14,449					\$16,750					\$19,418
12	Stormwater System, Partial														\$197,359							
	Total Expenditures	\$67,300	\$103,818	\$0	\$42,837	\$0	\$87,367	\$65,793	\$26,446	\$94,570	\$0	\$47,867	\$26,044	\$0	\$204,266	\$0	\$68,054	\$12,940	\$13,328	\$0	\$200,308	\$121,552





Table B

Pooling (Cash Flow) Funding Plan

Avalon Groves Community Development District

	FY	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
Beginning of Year Reserves	Note 2	\$0	\$4,437	\$35,510	\$67,515	\$100,480	\$134,434	\$121,095	\$150,464	\$181,498	\$95,166	\$133,921	\$107,639	\$45,150	\$85,705	\$85,839	\$130,014
Recommended Reserve Contributions	Note 2	30,940	30,940	30,940	30,940	30,940	31,900	32,900	33,900	34,900	35,900	37,000	38,100	39,200	40,400	41,600	42,800
Anticipated Interest Earned	3.0%	0	133	1,065	2,025	3,014	4,033	3,633	4,514	5,445	2,855	4,018	3,229	1,355	2,571	2,575	3,900
Projected Expenditures		(26,503)	0	0	0	0	(49,272)	(7,164)	(7,379)	(126,677)	0	(67,300)	(103,818)	0	(42,837)	0	(87,367)
Projected Year End Reserves		4,437	35,510	67,515	100,480	134,434	121,095	150,464	181,498	95,166	133,921	107,639	45,150	85,705	85,839	130,014	89,347
		Threshold/ Risk Year															

		2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056
Beginning of Year Reserves		\$89,347	\$70,334	\$91,399	\$46,370	\$95,961	\$100,573	\$128,646	\$185,105	\$40,592	\$97,610	\$89,985	\$138,945	\$190,785	\$259,309	\$131,480
Recommended Reserve Contributions		44,100	45,400	46,800	48,200	49,600	51,100	52,600	54,200	55,800	57,500	59,200	61,000	62,800	64,700	66,600
Anticipated Interest Earned	3.0%	2,680	2,110	2,742	1,391	2,879	3,017	3,859	5,553	1,218	2,928	2,700	4,168	5,724	7,779	3,944
Projected Expenditures		(65,793)	(26,446)	(94,570)	0	(47,867)	(26,044)	0	(204,266)	0	(68,054)	(12,940)	(13,328)	0	(200,308)	(121,552)
Projected Year End Reserves		70,334	91,399	46,370	95,961	100,573	128,646	185,105	40,592	97,610	89,985	138,945	190,785	259,309	131,480	80,472
									Threshold/ Risk Year							

Financial Notes:	
1) FY 2026 Begins October 1, 2025 and Ends September 30, 2026	
2) FY 2026 Beginning Reserve Balance and Remaining Contributions are as of September 30, 2025	
3) Interest Earned is compounded on the Beginning Year Reserve Balance, the first year is a partial amount earned	
4) Taxes on the interest earned are considered negligible	

Property Site Components

1. Asphalt Pavement, Repaving

The District maintains approximately 262 square yards of asphalt pavement. The asphalt pavement is and in good overall condition at an age of seven years. The estimated useful life of the asphalt pavement surface course varies from 15- to 25-years due to design, quality of construction, materials and maintenance. Avalon Groves should budget for a mill and overlay of the pavement by 2039.



Figure 1



Figure 2

2. Fence, Aluminum

The District maintains 140 linear feet of aluminum fence located at the playground within the Edgemont neighborhood. The fence is in good condition at an age of two years. Aluminum fences have an estimated useful life of up to 25 years. The finish on aluminum fences is relatively maintenance free. While aluminum doesn't rust, it does corrode over time. The District can maximize the useful life of the fences by repairing connections and fasteners promptly if they fail. This activity should be funded through the operating budget on an as needed basis. In addition, the District should budget for replacement of the fence by 2049.



Figure 1



Figure 2

3. Fences, Vinyl

There are approximately 1,045 linear feet of vinyl fence located at the southeast perimeters of the Edgemont neighborhood. This fence is in good condition at an age of approximately two years. There are also 460 linear feet of vinyl three rail fences located at the entrance of the Edgemont neighborhood. As vinyl ages it becomes brittle and susceptible to damage. The estimated useful life of vinyl fences is from 20- to 25-years. Avalon Groves should budget for replacement of these fences by 2044.



Figure 1 - Privacy Fence



Figure 2 – Three Rail Fence

4. Fences, Wood

There are approximately 1,885 linear feet of wood fences located at the entrances to Villages 1 through 3. These fences are original and in good overall condition. The estimated useful life of wood fences is from 15- to 20-years. The District painted the fences in 2026. Subsequent cycles

are likely every four- to six-years. Avalon Groves should budget for phased replacement of these fences beginning by 2036 and concluding by 2041.



Figure 1



Figure 2

5. Irrigation System

The District maintains irrigation throughout the communities' common areas. Irrigation system components typically include pumps, controls, valves, heads, piping and wiring. The system is mostly original and in satisfactory operation condition. The system has a long useful life with the benefit of ongoing maintenance. The Association should fund interim head and partial pipe replacements through the operating budget as needed.



Figure 1



Figure 2

The three controls are in fair reported condition at various ages and have an estimated useful life from 8- to 12-years. Avalon Groves should budget for phased replacements beginning by 2031 and concluding by 2033. There are two active well pumps. The wells are original and have an

estimated useful life from 15- to 20-years. The District should budget for replacement of the two well pumps by 2039.

6. Light Fixtures

The District maintains 16 solar light fixtures. The light fixtures are in fair to poor reported condition. Light fixtures have an estimated useful life of up to 10 years. Avalon Groves should budget for phased replacement of the light fixtures beginning in 2026 and every five years thereafter.



Figure 1



Figure 2

7. Mailbox Stations

Avalon Groves maintains seven mailbox stations located within the Edgemont neighborhood. The mailboxes are in good condition at an age of four years. Metal mailboxes have an estimated useful life of up to 25 years. The District should budget for replacements by 2047.



Figure 1

8. Playground Equipment

Avalon Groves maintains a playground located within the Edgemont neighborhood and Village 1. The Edgemont playground equipment is in good condition at an age of two years. The Village 1 playground equipment is in fair overall condition at an age of seven years. Playground equipment has an estimated useful life of 15- to 20-years. The major concern with playground equipment is safety. The District should budget for replacement of the Edgemont and Village 1 playgrounds by 2042 and by 2037 respectively. Avalon Groves should consult with a professional to ensure proper space between each apparatus and a proper landing area.



Figure 1 - Edgemont



Figure 2 – Village 1

9. Pond Fountain

Avalon Groves maintains a pond fountain which provides aesthetic benefits as well as increase the overall water quality of the pond that it is located in.



Figure 1

The fountain is in satisfactory operation condition. The District should budget for replacement of the fountain every 12 years beginning by 2031.

10. Shade Structure

There is a powder coated aluminum shade pavilion with integrated bench seating located at Pond 28. This shade structure is in good overall condition at an age of seven years. This shade structure has an estimated useful life of up to 25 years. Avalon Groves should budget for replacement of the shade structure by 2044.



Figure 1



Figure 2

11. Signage

The District maintains signage located throughout the community. The signage is original and in fair condition. Entrance monuments contribute to the overall aesthetic appeal of the property. Renovations are based on the desire to update the perceived identity of the community.



Figure 1



Figure 2

The District should budget for paint and partial replacements of warped boards every four-to six-years beginning in 2026. Avalon Groves should replace the wood boards with fiber cement.



Figure 3



Figure 4 – Warped Boards.

12. Stormwater System

The District maintains the stormwater system. The system includes a series of drains connected to pipes throughout the property designed to carry storm water directly to a pond system for processing. Avalon Groves utilizes a wet pond system. Wet ponds treat storm water runoff by utilizing sunlight and vegetation which breaks down, filters and cleanses pollutants.

The pond shorelines comprise over 53,000 linear feet. The ponds are original and in fair overall condition. Areas of shoreline erosion are noted. Shoreline erosion can be caused by a variety of natural factors including steep slopes, changes in water elevation and storm water runoff. Erosion can lead to partial dredging of the ponds particularly near the drainage inlet and outlet structures.

Stormwater systems are low maintenance and often overlooked. However, overlooking these systems can lead to problems. Over time, drains can become clogged with leaves and other debris. Maintenance of storm water systems is required in every municipality as a condition for use of the land to prevent adverse impacts on adjoining properties. Avalon Groves should routinely keep drains clear.

CustomReserves

A stormwater system has a long useful life. Achieving this typically requires interim capital repairs or partial replacements. The District should anticipate occasional displacement of a catch basin and the surrounding pavement from erosion as time goes on. Erosion causes settlement of stormwater structures. The structures can shift and need replacement if left unrepaired. The District should plan to repair any displaced structures and concurrent partial pipe replacements. The exact times and amount of capital repairs or replacements varies upon natural forces. Avalon Groves should budget for stormwater maintenance every 15 years or by 2034 and again by 20XX.



Figure 1 - Shoreline Erosion



Figure 2 - Shoreline Erosion



Figure 3 - Pond 28 Shoreline Erosion



Figure 4 - Pond Structure

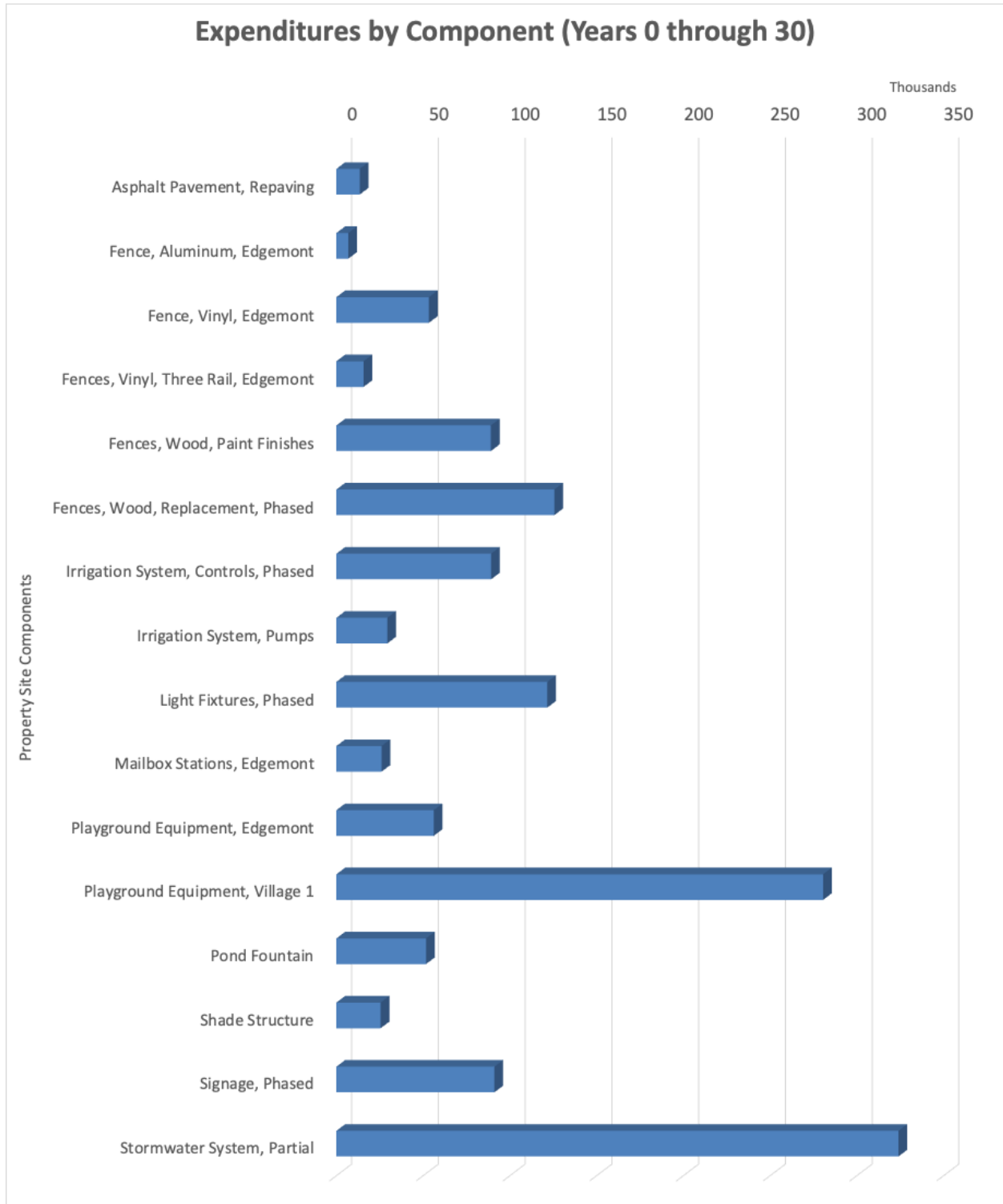
CustomReserves

Condition Model

Condition	Good	Fair to Good	Fair	Fair to Poor	Poor
Rank	9 to 10	7 to 8	5 to 6	3 to 5	1 to 2
Urgency	5	4	3	2	1

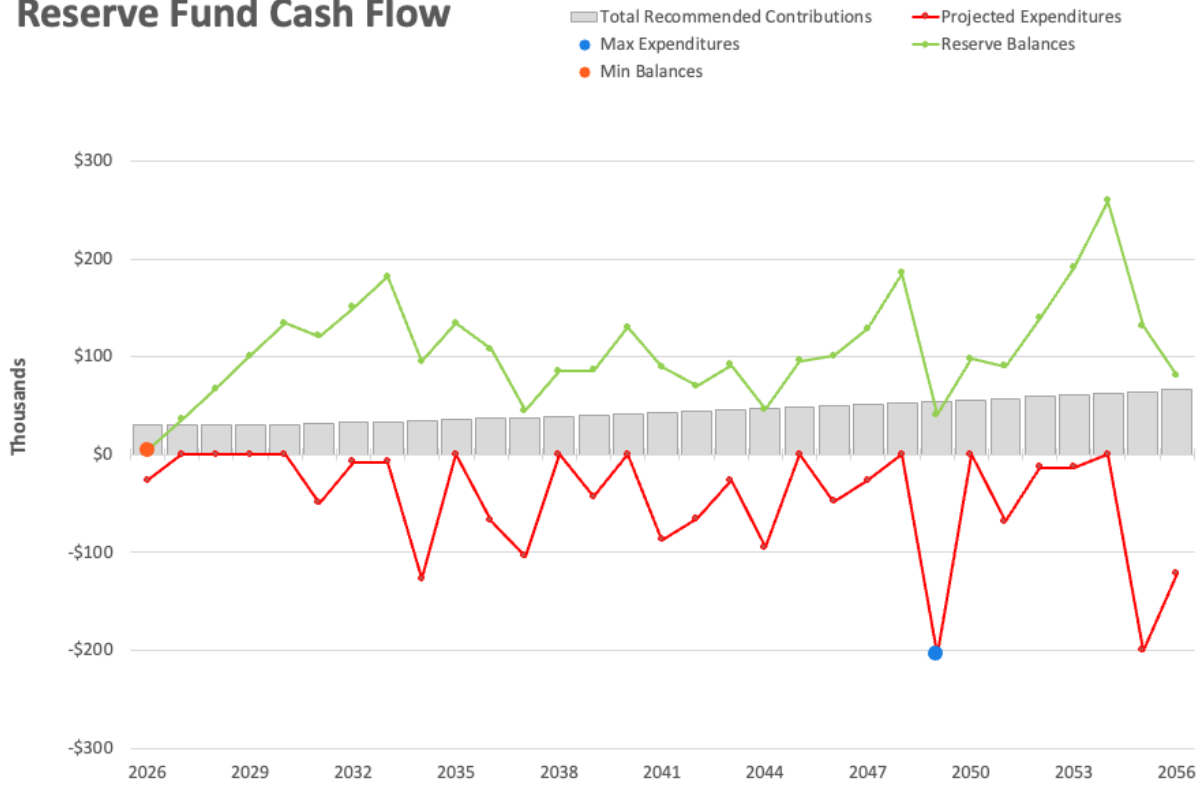
Component Name	Condition	Urgency	1st Year of Replacement
Asphalt Pavement, Repaving	8	✓	2039
Fence, Aluminum, Edgemont	9	✓	2049
Fence, Vinyl, Edgemont	9	✓	2044
Fences, Vinyl, Three Rail, Edgemont	9	✓	2044
Fences, Wood, Paint Finishes	10	✓	2026
Fences, Wood, Replacement, Phased	7	✓	2036
Irrigation System, Controls, Phased	7	✓	2031
Irrigation System, Pumps	8	✓	2039
Light Fixtures, Phased	6	⚠	2026
Mailbox Stations, Edgemont	8	✓	2047
Playground Equipment, Edgemont	9	✓	2042
Playground Equipment, Village 1	7	✓	2037
Pond Fountain	6	✓	2031
Shade Structure	7	✓	2044
Signage, Phased	7	✓	2026
Stormwater System, Partial	8	✓	2026

Expenditure Chart



Funding Graph

Reserve Fund Cash Flow



Terms and Definitions

Adequate Reserves - A replacement reserve fund and stable and equitable multiyear funding plan that together provide for the reliable and timely execution of the association's major repair and replacement projects as defined herein without reliance on additional supplemental funding.

Capital Improvements - Additions to the association's common area that previously did not exist. While these components should be added to the reserve study for future replacement, the cost of construction or installation cannot be taken from the reserve fund.

Cash Flow Method (also known as pooling) - A method of calculating Reserve contributions where contributions to the Reserve fund are designed to offset the variable annual expenditures from the Reserve fund. Different Reserve Funding Plans are tested against the anticipated schedule of Reserve expenditures until the desired Funding Goal is achieved.

Common Area - The areas identified in the community association's master deed or declarations of covenant easements and restrictions that the association is obligated to maintain and replace or based on a well-established association precedent.

Component - An individual line item in the Reserve Study developed or updated in the Physical Analysis. These elements form the building blocks of the Reserve Study. Components typically are: 1) Association responsibility, 2) The need and schedule for this project can be reasonably anticipated, 3) The total cost for the project is material to the association, can be reasonably estimated, and includes all direct and related costs.

Component Inventory - The task of selecting and quantifying Reserve Components. This task is accomplished through onsite visual observations, review of association design and organizational documents, and a review of established association precedents, and discussion with appropriate representative(s) of the association.

Component Method (also known as Straight Line) - A method of developing a reserve funding plan where the total funding is based on the sum of funding for individual components.

Condition Assessment - The task of evaluating the current condition of the component based on observed or reported characteristics. The assessment is limited to a visual, non-invasive evaluation.

Effective Age - The difference between Useful Life and Remaining Useful Life. Not always equivalent to chronological age since some components age irregularly. Used primarily in computations.

Financial Analysis - The portion of a reserve study in which the current status of the reserves (measured as cash or percent funded) and a recommended reserve funding plan are derived, and the projected reserve income and expense over a period of time are presented. The financial analysis is one of the two parts of a reserve study. A minimum of 30 years of income and expense are to be considered.

Fully Funded - 100% Funded. When the actual (or projected) Reserve balance is equal to the Fully Funded Balance.

Fully Funded Balance (FFB) - An indicator against which the actual (or projected) reserve balance can be compared. The reserve balance that is in direct proportion to the fraction of life “used up” of the current repair or replacement cost. This number is calculated for each component, and then summed for an association total.

Fund Status - The status of the reserve fund reported in terms of cash or percent funded.

Funding Goals - The three funding goals listed below range from the most aggressive to most conservative:

Baseline Funding - Establishing a reserve funding goal of allowing the reserve cash balance to approach but never fall below zero during the cash flow projection. This is the funding goal with the greatest risk of being prepared to fund future repair and replacement of major components, and it is not recommended as a long-term solution/plan. Baseline funding may lead to project delays, the need for a special assessment, and/or a line of credit for the community to fund needed repairs and replacement of major components.

Threshold Funding - Establishing a reserve funding goal of keeping the reserve balance above a specified dollar or percent funded amount. Depending on the threshold selected, this funding goal may be weaker or stronger than “fully funded” with respective higher risk or less risk of cash problems. In determining the threshold, many variables should be considered, including things such as investment risk tolerance, community age, building type, components that are not readily inspected, and components with a remaining useful life of more than 30 years.

Fully Funding - Setting a reserve funding goal to attain and maintain reserves at or near 100 percent funded. Fully funded is when the actual or projected reserve balance is equal to the fully funded balance.

It should be noted that, in certain jurisdictions, there may be statutory funding requirements that would dictate the funding requirements. In all cases, these standards are considered the minimum to be referenced.

Funding Plan - An Association’s plan to provide income to a Reserve fund to offset anticipated expenditures from that fund. The plan must be a minimum of 30 years of projected income and expenses.

Funding Principles - A funding plan addressing these principles. These funding principles are the basis for the recommendations included within the reserve study:

- Sufficient funds when required.
- Stable funding rate over the years.
- Equitable funding rate over the years.
- Fiscally responsible.

Initial Year - The first fiscal year in the financial analysis or funding plan.

Life Estimates - The task of estimating useful life and remaining useful life of the reserve components.

Life Cycle Cost - The ongoing cost of deterioration which must be offset in order to maintain and replace common area components at the end of their useful life. Note that the cost of preventive maintenance and corrective maintenance determined through periodic structural inspections (if required) are included in the calculation of life cycle costs and often result in overall net lower life cycle costs.

Maintenance - Maintenance is the process of maintaining or preserving something, or the state of being maintained. Maintenance is often defined in three ways: preventive maintenance, corrective maintenance, and deferred maintenance. Maintenance projects commonly fall short of “replacement” but may pass the defining test of a reserve component and be appropriate for reserve funding. Maintenance types are categorized below:

Preventive Maintenance - Planned maintenance carried out proactively at predetermined intervals, aimed at reducing the performance degradation of the component such that it can attain, at minimum, its estimated useful life.

Deferred Maintenance - Maintenance which is not performed and leads to premature deterioration to the common areas due to lack of preventive maintenance. This results in a reduction in the remaining useful life of the reserve components and the potential of inadequate funding. Typically, deferred maintenance creates a need for corrective maintenance.

Corrective Maintenance - Maintenance performed following the detection of a problem, with the goal of remediating the condition such that the intended function and life of the component or system is restored, preserved, or enhanced. Many corrective maintenance projects could be prevented with a proactive, preventive maintenance program. Note that when the scope is minor, these projects may fall below the threshold of cost significance and thus are handled through the operational budget. In other cases, the cost and timing should be included within the reserve study.

Percent Funded - The ratio, at a particular point in time clearly identified as either the beginning or end of the association’s fiscal year, of the actual (or projected) reserve balance to the fully funded balance, expressed as a percentage. While percent funded is an indicator of an association’s reserve fund size, it should be viewed in the context of how it is changing due to the association’s reserve funding plan, in light of the association’s risk tolerance and is not by itself a measure of “adequacy.”

Periodic Structural Inspection - Structural system inspections aimed at identifying issues when they become evident.

Additional information and recommendations are included within the Condominium Safety Public Policy Report. www.condosafety.com

Physical Evaluation - The portion of the reserve study where the component inventory, condition assessment, and life and valuation estimate tasks are performed. This represents one of the two parts of the reserve study.

Preventive Maintenance Schedule - A summary of the preventive maintenance tasks included within a maintenance manual which should be performed such that the useful lives of the components are attained or exceeded. This schedule should include both the timing and the estimated cost of the task(s).

Remaining Useful Life (RUL) - Also referred to as “remaining life” (RL). The estimated time, in years, that a component can be expected to serve its intended function, presuming timely preventive maintenance. Projects expected to occur in the initial year have zero remaining useful life. Replacement Cost: The cost to replace, repair, or restore the component to its original functional condition during that particular year, including all related expenses (including but not limited to shipping, engineering, design, permits, installation, disposal, etc.).

Reserve Balance - Actual or projected funds, clearly identified as existing either at the beginning or end of the association’s fiscal year, which will be used to fund reserve component expenditures. The source of this information should be disclosed within the reserve study.

Also known as beginning balance, reserves, reserve accounts, or cash reserves. This balance is based on information provided and not audited.

Reserve Study - A reserve study is a budget planning tool which identifies the components that a community association is responsible to maintain or replace, the current status of the reserve fund, and a stable and equitable funding plan to offset the anticipated future major common area expenditures.

This limited evaluation is conducted for budget and cash flow purposes. Tasks outside the scope of a reserve study include, but are not limited to, design review, construction evaluation, intrusive or destructive testing, preventive maintenance plans, and structural or safety evaluations.

Reserve Study Provider - An individual who prepares reserve studies. In many instances, the reserve study provider will possess a specialized designation such as the Reserve Specialist. (RS) designation administered by Community Associations Institute (CAI). This designation indicates that the provider has shown the necessary skills to perform a reserve study that conforms to these standards. In some instances, qualifications in excess of the RS designation will be required if supplemental subject matter expertise is required.

Reserve Study Provider Firm - A company that prepares reserve studies as one of its primary business activities.

Responsible Charge - A Reserve Specialist (RS) in responsible charge of a reserve study shall render regular and effective supervision to those individuals’ performing services that directly and materially affect the quality and competence of services rendered by the Reserve Specialist. A Reserve Specialist shall maintain such records as are reasonably necessary to establish that the Reserve Specialist exercised regular and effective supervision of a reserve study of which he or she was in responsible charge. A Reserve Specialist engaged in any of the following acts or practices shall be deemed not to have rendered the regular and effective supervision required herein:

1. The regular and continuous absence from principal office premises from which professional services are rendered; except for performance of field work or presence in a field office maintained exclusively for a specific project;
2. The failure to personally inspect or review the work of subordinates where necessary and appropriate;

3. The rendering of a limited, cursory or perfunctory review of plans or projects in lieu of an appropriate detailed review; and
4. The failure to personally be available on a reasonable basis or with adequate advance notice for consultation and inspection where circumstances require personal availability.

Site Visit - A visual assessment of the accessible areas of the components included within the reserve study.

The site visit includes tasks such as, but not limited to, on-site visual observations, a review of the association's design and governing documents, review of association precedents, and discussion with appropriate representative(s) of the association.

Special Assessment - A temporary assessment levied on the members of an association in addition to regular assessments. Note that special assessments are often regulated by governing documents or local statutes.

Special assessments, when used to make up for unplanned reserve fund shortfalls, may be an indicator of deferred maintenance, improper reserve project planning, and unforeseen catastrophes and accidents, as well as other surprises.

Structural System - The structural components within a building that, by contiguous interconnection, form a path by which external and internal forces, applied to the building, are delivered to the ground. This is generally a combination of structural beams, columns, and bracing and is not included within the reserve study, although it is reviewed as part of the recommended periodic structural inspections.

It is important to recognize that individual structural components which are not a part of the structural system, such as decks, balconies, and podium deck components may be included for reserve funding if they otherwise satisfy the three-part test.

Useful Life (UL) - The estimated time, in years, that a reserve component can be expected to serve its intended function if properly constructed presuming proactive, planned, preventive maintenance. Best practice is that a component's Useful Life should reflect the actual preventive maintenance being performed (or not performed).

Valuation Estimates - The task of estimating the current repair or replacement costs for the reserve components.

Disclosures and Limitations

No destructive testing was performed. Latent defects in design or construction are excluded from this report. There are no material issues to our knowledge that have not been disclosed to the client that would affect the integrity of this Reserve Study report. Custom Reserves has no interests with the client other than this Reserve Study. The Reserve Specialist or other reserve study provider for this project has no familial or marital relationship with the client, no ownership interest in the client, and no ongoing business relationship with the client.

Clear recommendations appear within the reserve study where the association has been advised to retain outside expertise to supplement the evaluation of the Reserve Specialist.

Component quantities and estimates of costs indicated in this Report were developed by Custom Reserves unless otherwise noted in our “Condition Assessment” comments. The sources for the costs outlined in the study include experience, historical information and ChatGPT 5.2. This report should be used for budget and planning purposes only. The Reserve Specialist shall incur no civil liability for performing the physical or financial portions of a reserve study performed in accordance with these standards.

Inspection and Report Credentials

PAUL GRIFONI – Senior Engineer, Licensed Home Inspector

EDUCATION - University of Massachusetts - Bachelor of Science in Engineering

PROFESSIONAL AFFILIATIONS / DESIGNATIONS

Professional Reserve Analyst (PRA)
Association of Professional Reserve Analysts

Reserve Specialist (RS)
Community Associations Institute



EXHIBIT 2





Avalon Groves CDD Aquatics

Inspection Date:

4/15/2026 12:26 PM

Prepared by:

Matt Goldrick

Account Manager

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



Inspection Report

SITE: 7

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Technicians will monitor submerged algae for surfacing and treat if needed. No nuisance grass observed.

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

SITE: 8

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Filamentous algae is clinging to submerged vegetation near the banks. An herbicide/algacide blend catered to growth like this will be employed during maintenance events to begin clearing. No shoreline nuisance grasses observed.

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



Inspection Report

SITE: 9

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Filamentous algae present on the surface. It looks new and can be treated next visit.

The patches of nuisance grasses will also be addressed at that time.

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

SITE: 10

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Pennywort present around the perimeter. Ongoing treatments will continue until conditions improve.

No algae observed.

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



Inspection Report

SITE: 11

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Mild growth of mixed nuisance vegetation present. The blend mentioned earlier will be highly effective against this and thus will be used promptly.
No algae observed.

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

SITE: 12

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Very mild nuisance growth amid beneficial plants. Carefully targeted treatments will be done to control this without harming the beneficials.
No algae observed.

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



Inspection Report

SITE: 13

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Were it not for a few small patches of nuisance grasses on the banks, this pond would be pristine. A technician will treat these next week to bring the pond as close to perfect as possible.

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

SITE: 14

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Any algae present was treated last week and is decaying. A technician will follow up next visit and re-treat if needed. Nuisance gasses were also treated and need more time for visible decay to set in.

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



Inspection Report

SITE: 15

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Mixed algal and submerged vegetative growth present. The technician we typically send here has learned what this type of growth responds well to and will be employing it next service. Follow ups to be administered as needed.

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

SITE: 16

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Notable nuisance grass growth around the perimeter. I have a note for the tech next week to bring specialized herbicide to treat this. Multiple rounds will likely be needed and will be done during subsequent visits. No algae observed.

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



MANAGEMENT SUMMARY



Waterways are in a unique state right now. An historic drought combined with a hearty start to growing season are creating optimal conditions for vegetative and algal growth. Many invasive aquatic plants require very little water to thrive. Now that daily temperatures are holding in the 80's, any bit of rain is bringing rapid growth. These conditions have also begun raising water temperatures to ideal algal bloom range. Many ponds are basically large, hot puddles of standing water. With nothing to replenish ponds, full algae blooms can appear in under 72 hours and may not decay within the normal 7-10 days when treated. All technicians are running seasonal mixes for these conditions. The continued use of phosphorous abatement products in these mixes will slowly build potency in ponds and help keep rapid algal growth under control.

All ponds were in good or better condition today. Algal blooms are still minimal for the time and mostly contained within patches of submerged grasses. Continued use of phosphorous mitigation products will help maintain this until we reach the height of summer.

Grasses are coming back strong now that growing season has started. Fortunately, they are all only present on or near shorelines where treatments are more effective. Technicians will maintain an herbicide regiment to clear growth and prevent spread further into ponds.

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



Avalon Groves CDD
Sawgrass Bay Blvd, Clermont

Gate Code:



EXHIBIT 3





Avalon Groves Community Development District March 2026 Landscape Report

- **2/23-2/26** Tree work continued on basins. Turf still shut down with no new growth. Pond 17 dead trees removed, straps removed. Removed advertising signage and daily litter patrol.



- **3/2-3/6** Tree work completed on basins. Spot mowed ponds for weed growth. Removed advertising signage and daily litter patrol.
- **3/9-3/12** Began freeze damage cutbacks to encourage new growth and recovery. Mowed, edged, string trimmed all St Augustine areas. Spot mowed ponds for weed growth.



- 3/16-3/19 Mowed, string trimmed, edged, blown all St Augustine areas. Spot mowed bahia areas. Continued to cut back freeze damaged plant material.





Down To Earth Lawn & Ornamental Report

Property: Amelon Groves

Date: 2/24/12

Applicator Information:
Name - Paul Daley

Turf Application

Time in

I.D. Card # - JE25116

Ornamental Application

Time out

Turf Application Information

Ornamental Application Information

Turf Application Information			Ornamental Application Information	
Fertilization	Weed Control	Disease & Insect	Fertilization	Disease & Insect
Liquid: <input type="checkbox"/>	Liquid: <input type="checkbox"/>	Insect Control: (per 1000 Sq. Ft.)	Liquid: <input type="checkbox"/>	Products used per 100gal:
Granular: <input type="checkbox"/>	Herbicide(s) Used: 1) <u>Speed Zone 1.5</u> Rate/ M _____	1) _____ Rate/ M _____	Granular: <input type="checkbox"/>	1) _____ Rate/100 gal _____
Analysis: _____	2) <u>Emplo-1-33-02</u> Rate/ M _____	2) _____ Rate/ M _____	1) Analysis: _____	2) _____ Rate/100 gal _____
Application Rate: (lbs. N or K / 1000 Sq. Ft.)	3) _____ Rate/ M _____	3) _____ Rate/ M _____	2) Analysis: _____	3) _____ Rate/100 gal _____
Analysis: _____	(Per 1000 Sq. Ft.)	Target Pest: _____	3) Analysis: _____	4) _____ Rate/100 gal _____
Application Rate: (lbs. N or K / 1000 Sq. Ft.)	Area(s) Treated: _____	Disease Control (Per 1000 Sq. Ft.)	4) Analysis: _____	5) _____ Rate/100 gal _____
Analysis: _____	Granular: <input type="checkbox"/>	1) _____ Rate/ M _____	5) Analysis: _____	6) _____ Rate/100 gal _____
Application Rate: (lbs. N or K / 1000 Sq. Ft.)	Herbicide Used:	2) _____ Rate/ M _____	6) Analysis: _____	Target Pest: _____
Area(s) Treated: _____	1) _____	3) _____ Rate/ M _____	Palms: <input type="checkbox"/>	Plants(s) Treated: _____
sqFt Treated: _____	Area(s) Treated: _____	Target Pest: _____	Annuals: <input type="checkbox"/>	Plants(s) Treated: _____
Gal/Lbs. _____	Total Sq.Ft. Treated _____	Total Sq.Ft. Treated _____	Plants: All <input type="checkbox"/>	Plants(s) Treated: _____
	Total Gal/Lbs. <u>100A</u>	Total Lbs. _____	Selected <input type="checkbox"/>	Plants(s) Treated: _____
			Total usage: _____	Total gallons used _____

Comments & Observations:
Broadleaf weeds and sedge spot treated along the BLVD.
Paul Daley
Technician's Signature

Wind Direction/Speed _____

Irrigation Service Report

General Information

Technician: Ladams

Customer: Avalon Groves CDD

Branch: Mt Dora

Report Type: Monthly

Controller Name: Edgemont

Date: March 3, 2026

Programs Needed: Yes

Weather Sensor Checked: Yes

Weather Sensor Working: Yes

Controller Status: Working

Controller Make/Model: Hunter Hybrid

POC Info: Potable

Pump Status Type: Meter POC

Programs

Program Name: A

Start Time: midnight

Seasonal Adjustment: 60

Run Days: tuesday,friday



Irrigation Zones

Attribute	1	2	3	4	5	6	8
Zone Type	Drip	Drip	Spray	Bubbler	Spray	Bubbler	Drip
Program Type	A	A	A	A	A	A	
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	Battery
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 45 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	Yes	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	Billable Items: 1. Drip Line Item Type: Feet Used Qty: 1 2. Drip Line Item Type: Fittings Used Qty: 2	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	9	10	11	12	13	14	15
Zone Type	Bubbler	Bubbler	Drip	Bubbler	Drip	Bubbler	Drip
Program Type							
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	Battery	Battery	Battery	Battery	Battery	Battery	Battery
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 45 mins	0 hrs 45 mins	0 hrs 45 mins	0 hrs 45 mins	0 hrs 45 mins	0 hrs 45 mins	0 hrs 45 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	16	17
Zone Type	Bubbler	Drip
Program Type		
Run Time Schedule	None	None
Run Days	None	None
Power Type	Battery	Battery
Zone Faults	No	No
Zone Runtime	0 hrs 45 mins	0 hrs 45 mins
Checked Filters	No	No
Clogged Nozzles	No	No
Head Adjusted	No	No
Billable Repairs	No	No
Proposed Repairs	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>



Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: Spoke

Additional Comments:



Irrigation Service Report

General Information

Technician: Ladams

Customer: Avalon Groves CDD

Branch: Mt Dora

Report Type: Monthly

Controller Name: 3

Date: March 3, 2026

Programs Needed: Yes

Weather Sensor Checked: Yes

Weather Sensor Working: Yes

Controller Status: Working

Controller Make/Model: Hunter ACC2

POC Info: Well

Pump Status Type: Pressurized

Programs

Program Name: A

Start Time: 4 p.m.

Seasonal Adjustment: 60

Run Days: tuesday,friday



Irrigation Zones

Attribute	1	2	5	6	7	8	9
Zone Type	MP	MP	MP	MP	MP	MP	MP
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	Yes	No	No	Yes	Yes	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	Billable Items: 1. Irrigation Spray Head Repaired/Replaced/Relocated Item Type: 6" Qty: 2 2. Irrigation Nozzle Replaced Item Type: MP Qty: 1	<i>No repair items available</i>	<i>No repair items available</i>	Billable Items: 1. Irrigation Spray Head Repaired/Replaced/Relocated Item Type: 6" Qty: 2 2. Irrigation Nozzle Replaced Item Type: MP Qty: 2	Billable Items: 1. Irrigation Nozzle Replaced Item Type: MP Qty: 1	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	12	13	14
Zone Type	MP	MP	MP
Program Type	A	A	A
Run Time Schedule	None	None	None
Run Days	None	None	None
Power Type	None	None	None
Zone Faults	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 20 mins	0 hrs 20 mins
Checked Filters	No	No	No
Clogged Nozzles	No	No	No
Head Adjusted	No	No	No
Billable Repairs	No	No	No
Proposed Repairs	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: Spoke

Additional Comments:



Irrigation Service Report

General Information

Technician: Ladams

Customer: Avalon Groves CDD

Branch: Mt Dora

Report Type: Monthly

Controller Name: Village 3

Date: March 3, 2026

Programs Needed: Yes

Weather Sensor Checked: Yes

Weather Sensor Working: Yes

Controller Status: Working

Controller Make/Model: Hunter ICC2

POC Info: Well

Pump Status Type: Pressurized

Programs

Program Name: A

Start Time: midnight

Seasonal Adjustment: 60

Run Days: tuesday,friday



Irrigation Zones

Attribute	2	5	6	10
Zone Type	MP	MP	MP	MP
Program Type	A	A	A	A
Run Time Schedule	None	None	None	None
Run Days	None	None	None	None
Power Type	None	None	None	None
Zone Faults	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins
Checked Filters	No	No	No	No
Clogged Nozzles	Yes	No	Yes	No
Head Adjusted	No	No	No	No
Billable Repairs	No	No	No	No
Proposed Repairs	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: Spoke

Additional Comments:



Irrigation Service Report

General Information

Technician: Ladams

Customer: Avalon Groves CDD

Branch: Mt Dora

Report Type: Monthly

Controller Name: Basswood

Date: March 3, 2026

Programs Needed: Yes

Weather Sensor Checked: Yes

Weather Sensor Working: Yes

Controller Status: Working

Controller Make/Model: Hunter ICC2

POC Info: Reclaimed

Pump Status Type: Meter POC

Programs

Program Name: A

Start Time: 8 p.m.

Seasonal Adjustment: 60

Run Days: tuesday,friday



Irrigation Zones

Attribute	1	2	3	4	5	6	7
Zone Type	Rotor	Spray	Spray	Spray	Spray	Spray	Spray
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 35 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	Yes	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	Billable Items: 1. DBYR Waterproof Wire Connector Item Type: Size-Detail in Notes 2. Solenoid Replaced Item Type: Quantity Qty: 1	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	8	9	10	11	12	13	14
Zone Type	Spray	Spray	Rotor	Rotor	Rotor	Rotor	Rotor
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 20 mins	0 hrs 20 mins	0 hrs 45 mins	0 hrs 45 mins	0 hrs 45 mins	1 hrs 0 mins	0 hrs 45 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	15
Zone Type	Rotor
Program Type	A
Run Time Schedule	None
Run Days	None
Power Type	None
Zone Faults	No
Zone Runtime	0 hrs 45 mins
Checked Filters	No
Clogged Nozzles	No
Head Adjusted	No
Billable Repairs	No
Proposed Repairs	No
Zone Repair Items	<i>No repair items available</i>



Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: Spoke

Additional Comments:



Irrigation Service Report

General Information

Technician: Ladams

Customer: Avalon Groves CDD

Branch: Mt Dora

Report Type: Monthly

Controller Name: 1

Date: March 11, 2026

Programs Needed: Yes

Weather Sensor Checked: Yes

Weather Sensor Working: Yes

Controller Status: Working

Controller Make/Model: Hunter ACC2

POC Info: Lake

Pump Status Type: Pressurized

Programs

Program Name: A

Start Time: midnight

Seasonal Adjustment: 60

Run Days: tuesday,friday



Irrigation Zones

Attribute	6	7	9	11	12	13	15
Zone Type	MP	MP	MP	MP	MP	MP	MP
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 20 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 10 mins	0 hrs 30 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	16	17	18	20	22	23	25
Zone Type	MP	MP	MP	MP	Spray	Spray	MP
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 10 mins	0 hrs 30 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	Yes
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	Billable Items: 1. Irrigation Spray Head Repaired/Replaced/Relocated Item Type: 6" Qty: 2 2. Irrigation Nozzle Replaced Item Type: MP Qty: 1



Irrigation Zones

Attribute	27	28	31	32	33	34	35
Zone Type	MP	MP	MP	MP	Spray	Spray	Spray
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 20 mins	0 hrs 30 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: Spoke

Additional Comments:



Irrigation Service Report

General Information

Technician: Ladams

Customer: Avalon Groves CDD

Branch: Mt Dora

Report Type: Monthly

Controller Name: 2

Date: March 20, 2026

Programs Needed: Yes

Weather Sensor Checked: Yes

Weather Sensor Working: Yes

Controller Status: Working

Controller Make/Model: Hunter ACC2

POC Info: Well

Pump Status Type: Pressurized

Programs

Program Name: A

Start Time: 6 p.m.

Seasonal Adjustment: 60

Run Days: tuesday,friday

Program Name: B

Start Time: 8 p.m.

Seasonal Adjustment: 60

Run Days: monday,thursday



Irrigation Zones

Attribute	2	3	4	6	7	8	9
Zone Type	Rotor	MP	MP	MP	Rotor	Rotor	Rotor
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 20 mins	1 hrs 20 mins	0 hrs 20 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	10	11	14	15	18	20	22
Zone Type	Rotor	Rotor	Rotor	MP	MP	MP	MP
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	33	34	35	36	37	38	40
Zone Type	MP	MP	MP	MP	MP	MP	MP
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 20 mins	0 hrs 30 mins	0 hrs 20 mins	0 hrs 30 mins	0 hrs 20 mins	0 hrs 30 mins	0 hrs 20 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	41	42	43	44	45	46	47
Zone Type	MP	MP	MP	MP	MP	MP	MP
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 20 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	48	51	54	55	57	59	60
Zone Type	MP	MP	MP	MP	MP	Rotor	Rotor
Program Type	A	B	B	B	B	B	B
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 30 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	Yes	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	Billable Items: 1. Irrigation Spray Head Repaired/Replaced/Relocated Item Type: 6" Qty: 2 2. Irrigation Nozzle Replaced Item Type: MP Qty: 1 3. Decoder Replaced Item Type: Station-1 Qty: 1 4. DBYR Waterproof Wire Connector Item Type: Size-Detail in Notes	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	61	64	65	66	67	68	69
Zone Type	Rotor	Rotor	Rotor	Rotor	MP	Rotor	Rotor
Program Type	B	B	B	B	B	B	B
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	70	71	72	73	75
Zone Type	Rotor	MP	MP	MP	MP
Program Type	B	B	B	B	B
Run Time Schedule	None	None	None	None	None
Run Days	None	None	None	None	None
Power Type	None	None	None	None	None
Zone Faults	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No
Head Adjusted	No	No	No	No	No
Billable Repairs	No	No	No	No	No
Proposed Repairs	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: Spoke

Additional Comments:





Avalon Groves Community Development District March 2026 Landscape Report

- **2/23-2/26** Tree work continued on basins. Turf still shut down with no new growth. Pond 17 dead trees removed, straps removed. Removed advertising signage and daily litter patrol.



- **3/2-3/6** Tree work completed on basins. Spot mowed ponds for weed growth. Removed advertising signage and daily litter patrol.
- **3/9-3/12** Began freeze damage cutbacks to encourage new growth and recovery. Mowed, edged, string trimmed all St Augustine areas. Spot mowed ponds for weed growth.



- 3/16-3/19 Mowed, string trimmed, edged, blown all St Augustine areas. Spot mowed bahia areas. Continued to cut back freeze damaged plant material.





- **3/23-3/27** Mowed, string trimmed, edged, blown all CDD areas. Continued to cut back freeze damaged plant material. Sprayed bed weeds in section 1. Removed litter, advertising signs along CDD property.



- **3/30-4/3** Mowed, string trimmed, edged, blown all St Augustine areas. Spot mowed bahia areas. Completed all cutbacks of freeze damaged plant material. Sprayed bed weeds in section 2. Removed litter, advertising signs along CDD property.
- **4/6-4/10** Mowed, string trimmed, edged, blown all CDD Property. Sprayed bed weeds in section 3. Removed litter, advertising signs along CDD property. Starting to see plant material show signs of recovery.



Irrigation Service Report

General Information

Technician: Ladams

Customer: Avalon Groves CDD

Branch: Mt Dora

Report Type: Monthly

Controller Name: 2

Date: March 20, 2026

Programs Needed: Yes

Weather Sensor Checked: Yes

Weather Sensor Working: Yes

Controller Status: Working

Controller Make/Model: Hunter ACC2

POC Info: Well

Pump Status Type: Pressurized

Programs

Program Name: A

Start Time: 6 p.m.

Seasonal Adjustment: 60

Run Days: tuesday,friday

Program Name: B

Start Time: 8 p.m.

Seasonal Adjustment: 60

Run Days: monday,thursday



Irrigation Zones

Attribute	2	3	4	6	7	8	9
Zone Type	Rotor	MP	MP	MP	Rotor	Rotor	Rotor
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 20 mins	1 hrs 20 mins	0 hrs 20 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	10	11	14	15	18	20	22
Zone Type	Rotor	Rotor	Rotor	MP	MP	MP	MP
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	33	34	35	36	37	38	40
Zone Type	MP	MP	MP	MP	MP	MP	MP
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 20 mins	0 hrs 30 mins	0 hrs 20 mins	0 hrs 30 mins	0 hrs 20 mins	0 hrs 30 mins	0 hrs 20 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	41	42	43	44	45	46	47
Zone Type	MP	MP	MP	MP	MP	MP	MP
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 20 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	48	51	54	55	57	59	60
Zone Type	MP	MP	MP	MP	MP	Rotor	Rotor
Program Type	A	B	B	B	B	B	B
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 30 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	Yes	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	Billable Items: 1. Irrigation Spray Head Repaired/Replaced/Relocated Item Type: 6" Qty: 2 2. Irrigation Nozzle Replaced Item Type: MP Qty: 1 3. Decoder Replaced Item Type: Station-1 Qty: 1 4. DBYR Waterproof Wire Connector Item Type: Size-Detail in Notes	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	61	64	65	66	67	68	69
Zone Type	Rotor	Rotor	Rotor	Rotor	MP	Rotor	Rotor
Program Type	B	B	B	B	B	B	B
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	70	71	72	73	75
Zone Type	Rotor	MP	MP	MP	MP
Program Type	B	B	B	B	B
Run Time Schedule	None	None	None	None	None
Run Days	None	None	None	None	None
Power Type	None	None	None	None	None
Zone Faults	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No
Head Adjusted	No	No	No	No	No
Billable Repairs	No	No	No	No	No
Proposed Repairs	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: Spoke

Additional Comments:



Irrigation Service Report

General Information

Technician: Ladams

Customer: Avalon Groves CDD

Branch: Mt Dora

Report Type: Monthly

Controller Name: 1

Date: March 11, 2026

Programs Needed: Yes

Weather Sensor Checked: Yes

Weather Sensor Working: Yes

Controller Status: Working

Controller Make/Model: Hunter ACC2

POC Info: Lake

Pump Status Type: Pressurized

Programs

Program Name: A

Start Time: midnight

Seasonal Adjustment: 60

Run Days: tuesday,friday



Irrigation Zones

Attribute	6	7	9	11	12	13	15
Zone Type	MP	MP	MP	MP	MP	MP	MP
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 20 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 10 mins	0 hrs 30 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	16	17	18	20	22	23	25
Zone Type	MP	MP	MP	MP	Spray	Spray	MP
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 10 mins	0 hrs 30 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	Yes
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	Billable Items: 1. Irrigation Spray Head Repaired/Replaced/Relocated Item Type: 6" Qty: 2 2. Irrigation Nozzle Replaced Item Type: MP Qty: 1



Irrigation Zones

Attribute	27	28	31	32	33	34	35
Zone Type	MP	MP	MP	MP	Spray	Spray	Spray
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 20 mins	0 hrs 30 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: Spoke

Additional Comments:



Irrigation Service Report

General Information

Technician: Ladams

Customer: Avalon Groves CDD

Branch: Mt Dora

Report Type: Monthly

Controller Name: Basswood

Date: March 3, 2026

Programs Needed: Yes

Weather Sensor Checked: Yes

Weather Sensor Working: Yes

Controller Status: Working

Controller Make/Model: Hunter ICC2

POC Info: Reclaimed

Pump Status Type: Meter POC

Programs

Program Name: A

Start Time: 8 p.m.

Seasonal Adjustment: 60

Run Days: tuesday,friday



Irrigation Zones

Attribute	1	2	3	4	5	6	7
Zone Type	Rotor	Spray	Spray	Spray	Spray	Spray	Spray
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 35 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins	0 hrs 20 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	Yes	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	Billable Items: 1. DBYR Waterproof Wire Connector Item Type: Size-Detail in Notes 2. Solenoid Replaced Item Type: Quantity Qty: 1	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	8	9	10	11	12	13	14
Zone Type	Spray	Spray	Rotor	Rotor	Rotor	Rotor	Rotor
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 20 mins	0 hrs 20 mins	0 hrs 45 mins	0 hrs 45 mins	0 hrs 45 mins	1 hrs 0 mins	0 hrs 45 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	15
Zone Type	Rotor
Program Type	A
Run Time Schedule	None
Run Days	None
Power Type	None
Zone Faults	No
Zone Runtime	0 hrs 45 mins
Checked Filters	No
Clogged Nozzles	No
Head Adjusted	No
Billable Repairs	No
Proposed Repairs	No
Zone Repair Items	<i>No repair items available</i>



Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: Spoke

Additional Comments:



Irrigation Service Report

General Information

Technician: Ladams

Customer: Avalon Groves CDD

Branch: Mt Dora

Report Type: Monthly

Controller Name: Village 3

Date: March 3, 2026

Programs Needed: Yes

Weather Sensor Checked: Yes

Weather Sensor Working: Yes

Controller Status: Working

Controller Make/Model: Hunter ICC2

POC Info: Well

Pump Status Type: Pressurized

Programs

Program Name: A

Start Time: midnight

Seasonal Adjustment: 60

Run Days: tuesday,friday



Irrigation Zones

Attribute	2	5	6	10
Zone Type	MP	MP	MP	MP
Program Type	A	A	A	A
Run Time Schedule	None	None	None	None
Run Days	None	None	None	None
Power Type	None	None	None	None
Zone Faults	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins
Checked Filters	No	No	No	No
Clogged Nozzles	Yes	No	Yes	No
Head Adjusted	No	No	No	No
Billable Repairs	No	No	No	No
Proposed Repairs	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: Spoke

Additional Comments:



Irrigation Service Report

General Information

Technician: Ladams

Customer: Avalon Groves CDD

Branch: Mt Dora

Report Type: Monthly

Controller Name: 3

Date: March 3, 2026

Programs Needed: Yes

Weather Sensor Checked: Yes

Weather Sensor Working: Yes

Controller Status: Working

Controller Make/Model: Hunter ACC2

POC Info: Well

Pump Status Type: Pressurized

Programs

Program Name: A

Start Time: 4 p.m.

Seasonal Adjustment: 60

Run Days: tuesday,friday



Irrigation Zones

Attribute	1	2	5	6	7	8	9
Zone Type	MP	MP	MP	MP	MP	MP	MP
Program Type	A	A	A	A	A	A	A
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	None
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	Yes	No	No	Yes	Yes	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	Billable Items: 1. Irrigation Spray Head Repaired/Replaced/Relocated Item Type: 6" Qty: 2 2. Irrigation Nozzle Replaced Item Type: MP Qty: 1	<i>No repair items available</i>	<i>No repair items available</i>	Billable Items: 1. Irrigation Spray Head Repaired/Replaced/Relocated Item Type: 6" Qty: 2 2. Irrigation Nozzle Replaced Item Type: MP Qty: 2	Billable Items: 1. Irrigation Nozzle Replaced Item Type: MP Qty: 1	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	12	13	14
Zone Type	MP	MP	MP
Program Type	A	A	A
Run Time Schedule	None	None	None
Run Days	None	None	None
Power Type	None	None	None
Zone Faults	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 20 mins	0 hrs 20 mins
Checked Filters	No	No	No
Clogged Nozzles	No	No	No
Head Adjusted	No	No	No
Billable Repairs	No	No	No
Proposed Repairs	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: Spoke

Additional Comments:



Irrigation Service Report

General Information

Technician: Ladams

Customer: Avalon Groves CDD

Branch: Mt Dora

Report Type: Monthly

Controller Name: Edgemont

Date: March 3, 2026

Programs Needed: Yes

Weather Sensor Checked: Yes

Weather Sensor Working: Yes

Controller Status: Working

Controller Make/Model: Hunter Hybrid

POC Info: Potable

Pump Status Type: Meter POC

Programs

Program Name: A

Start Time: midnight

Seasonal Adjustment: 60

Run Days: tuesday,friday



Irrigation Zones

Attribute	1	2	3	4	5	6	8
Zone Type	Drip	Drip	Spray	Bubbler	Spray	Bubbler	Drip
Program Type	A	A	A	A	A	A	
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	None	None	None	None	None	None	Battery
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 30 mins	0 hrs 45 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	Yes	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	Billable Items: 1. Drip Line Item Type: Feet Used Qty: 1 2. Drip Line Item Type: Fittings Used Qty: 2	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	9	10	11	12	13	14	15
Zone Type	Bubbler	Bubbler	Drip	Bubbler	Drip	Bubbler	Drip
Program Type							
Run Time Schedule	None	None	None	None	None	None	None
Run Days	None	None	None	None	None	None	None
Power Type	Battery	Battery	Battery	Battery	Battery	Battery	Battery
Zone Faults	No	No	No	No	No	No	No
Zone Runtime	0 hrs 45 mins	0 hrs 45 mins	0 hrs 45 mins	0 hrs 45 mins	0 hrs 45 mins	0 hrs 45 mins	0 hrs 45 mins
Checked Filters	No	No	No	No	No	No	No
Clogged Nozzles	No	No	No	No	No	No	No
Head Adjusted	No	No	No	No	No	No	No
Billable Repairs	No	No	No	No	No	No	No
Proposed Repairs	No	No	No	No	No	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>	<i>No repair items available</i>



Irrigation Zones

Attribute	16	17
Zone Type	Bubbler	Drip
Program Type		
Run Time Schedule	None	None
Run Days	None	None
Power Type	Battery	Battery
Zone Faults	No	No
Zone Runtime	0 hrs 45 mins	0 hrs 45 mins
Checked Filters	No	No
Clogged Nozzles	No	No
Head Adjusted	No	No
Billable Repairs	No	No
Proposed Repairs	No	No
Zone Repair Items	<i>No repair items available</i>	<i>No repair items available</i>



Account Manager Contact

Contacted Manager: Yes

Contact Time: None

Communication Type: Spoke

Additional Comments:



Avalon Groves CDD

Landscape

Entry #	Date Created	Name	Address	Message	Response	Resolution / Date
256	2026-04-13	Crayne	3649 blue sage loop	One of the sprinkler pipes has a hole in it. It is in the front bed of the yard. It has red tape holding it together. Ty	4/13 Beckett Email: Thank you for sharing about the irrigation. Based on your comments, the irrigation line is in your yard. You would need to contact the HOA to take care of this for you as the CDD does not maintain residents landscaping or irrigation.	13-Apr
255	2026-04-13	Hoepper	17865 Blazing Star Circle	Please look at tall Florida pine at back of property. Concern that it would damage house if it fell over. Thank you	See email	13-Apr
254	2026-04-09	Bennette	17787 Blazing Star	storm drainage left hand side of Blazing Star on map its 3914074. The bushes are overgrown and need to be inspected.		
253	2026-04-08	McElroy	17047 Basswood Lane	Hello, It appears that the landscape company has not mowed the green space behind our house in well over a month. They are also not treating the weeds. The weeds in the grass behind our house are 2ft tall. Has there been a change in the SOW they are to perform? Is anyone addressing this? My wife sent in a request a week or two ago and has heard nothing back.		
249	2026-03-30	McElroy	17047 Basswood Ln	The conservation area directly behind our home is becoming overgrown with weeds.	<i>Conservation areas to be left in natural state. Treatment of invasives need to be performed according to permit by authorized vendor</i>	16-Apr



From: Charlie Hoepper <charliehoepper@gmail.com>
Sent: Monday, April 13, 2026 11:54 AM
To: Heath Beckett <hbeckett@vestapropertyservices.com>
Subject: Re: CDD - Avalon Groves Field Maintenance Request [#255]

Thank you for your prompt response. I appreciate the restrictions for trees in conservation and wetland areas. However, I wanted it on record that I submitted my concerns about the potential threat and damage to my residence if the tree was to fall over in the direction of my house. It would definitely damage the roof and building structure. Again, thank you for your timely response.

Regards,

Charlie Hoepper

On Mon, Apr 13, 2026 at 11:09 AM Heath Beckett <hbeckett@vestapropertyservices.com> wrote:

Thank you for reaching out,

After review, the tree you referenced is located within a designated wetland and/or conservation area. Under the Lake County Land Development Regulations (LDRs), wetland trees, native vegetation, and conservation areas are classified as protected, and the removal of a live, healthy tree in these areas are not permitted.

Wetlands and conservation areas are protected because they provide essential environmental functions, including flood protection, erosion control, water quality improvement, and wildlife habitat. As a result, any clearing, removal, or disturbance of vegetation within these areas is highly regulated.

In addition to Lake County requirements, activities within wetlands are regulated at the state level and fall under the jurisdiction of the St. Johns River Water Management District (SJRWMD) through the Environmental Resource Permit (ERP) program. Removal of vegetation within a wetland typically requires approval from SJRWMD and/or the Florida Department of Environmental Protection, even when a tree appears to be located on or adjacent to private property.

At this time:

- The tree is alive and located within a protected wetland/conservation area
- It does not meet the criteria for removal under County or state regulations
- Removal without authorization is prohibited and may result in enforcement action, fines, and mandatory restoration

Removal may only be considered in very limited circumstances, such as when a tree is:

- Dead,
- An approved invasive species, or
- An immediate and documented safety hazard, supported by a report from a certified arborist

Please note that even in those cases, approval from the St. Johns River Water Management District and other regulatory agencies may still be required, and authorization is not guaranteed due to the environmental protections in place.

We appreciate your understanding as Avalon Groves CDD works to comply with state and regional environmental regulations and protect environmentally sensitive areas for the community.

Heath Beckett



From: MachForm <mailer@forms-db.com>
Sent: Monday, April 13, 2026 10:28 AM
Subject: CDD - Avalon Groves Field Maintenance Request [#255]

Your Name	Charles Hoepper
Address	17865 Blazing Star Circle
Email	charliehoepper@gmail.com
Maintenance Category	Landscape and Irrigation
Located in/along	- Palms at Serenoa
Landscape/Irrigation - Specifically:	- Trees & Palms

Message

Please look at tall Florida pine at back of property. Concern that it would damage house if it fell over.
Thank you

Terms and Conditions

Please read the [Terms and Conditions](#) prior to communicating electronically.

Acceptance - I have read and agree with the Terms and Conditions.

Upload a File (Limit 5)



EXHIBIT 4





Down to Earth Landscape & Irrigation

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

Estimate: #141020

Customer Address

Shirley Conley

sconley@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

Goldcrest Loop Sod
Replacement.

Estimated Job Start Date

March 30, 2026

Proposed By

Justin Sarka

Due Date

Estimate Details				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
St. Augustine "Floritam"	Square Foot	20000	\$1.78	\$35,600.00
Disposal Fee	Each	1	\$700.00	\$700.00
Irrigation	Each	2	\$85.00	\$170.00
Subtotal				\$36,470.00
Estimated Tax				\$0.00
Job Total				\$36,470.00

Scope of Work;

- Village 1 Kids park and mailbox area.
- Replace turf that was taken over by crabgrass due to lack of irrigation.

Proposed By:

Justin Sarka
Down to Earth

02/17/2026

Date

Agreed & Accepted By:

Avalon Groves CDD

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 5



The background of the page features a series of thin, light-colored lines that form various overlapping geometric shapes, including triangles and polygons, creating a complex, abstract pattern.

**FIELD OPERATIONS REPORT
FOR
AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT
APRIL 2026**

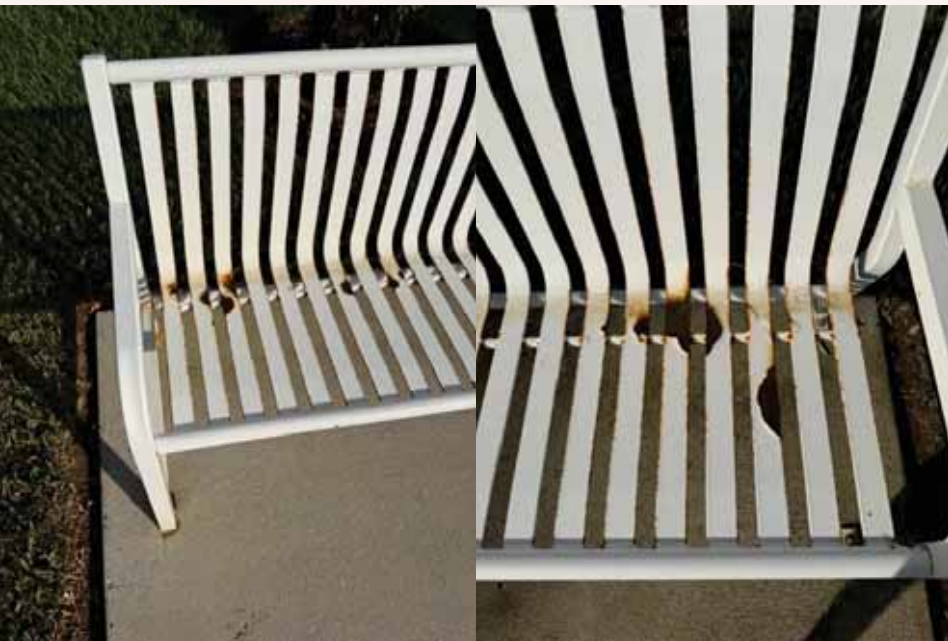


AVALON GROVE

- Pressure Washing.
 - Outdoor Ninja.
 - Tampa Swap.
 - Splash and Dash.
 - Platinum Pressure Washing.
- Miscellaneous Signs.
 - Removed a handful of signs on CDD property.
- Playground.
 - Removed old, damaged drum set from playground.
 - Waiting for the new part to be delivered.
 - Water fountain.
 - Ark Plumbing will be performing the repairs.
 - Equipment inspected for any loose hardware.
 - Mulch barrier spikes hammered down if needed.
- Outdoor Ninja.
 - Juan is continuing the Monument enhancements.



- Village 1 Basswood Circle.
 - Current Benches





Heritage 6' Recycled Plastic Bench With Back - Commercial Outdoor Bench

★★★★★ (3)

SKU: CD-409-728

10% Commercial Quality

~~\$4,309.00~~ \$599.00



Product options for color and material. Includes sections for 'Recycled Plastic' and 'Recycled Wood' with various color swatches and material selection options.

Total

\$2,396.00 USD

Freight-PTE: 322.88USD

Subtotal	\$3,356.00
Shipping	FREE
Estimated taxes	\$234.92
Total	USD \$3,590.92

- Bench Replacement Ideas.

Recycled Plastic Bench with Back - 6', Gray

- 100% recycled (UV-protected) plastic won't rot, splinter or crack. Withstands harsh weather.
- Natural-looking wood material never needs sanding, staining, painting or staining.
- Durable 2" thick planks pre-drilled for easy assembly.
- Comfortable and durable.
- Multiple hardware will separate.

<p>Shipping Method</p> <p>Drop Ship - Freight \$606.93</p> <p>- Liftgate Service applies to this shipment.</p>	<p>Delivery Time</p> <p>---</p>	<p>Estimated Ship Date</p> <p>4/20/2026</p> <p>Warehouse</p> <p>Ships from Manufacturer</p>	<p>ORDER SUMMARY</p> <p><input type="checkbox"/> Inside Delivery</p> <p><input checked="" type="checkbox"/> Liftgate Service (\$45)</p> <p><input type="checkbox"/> Delivery Appointment (Adds 1 day)</p>						
<table border="1"> <thead> <tr> <th>Model #</th> <th>Description</th> <th>Qty</th> </tr> </thead> <tbody> <tr> <td>H-2889GR</td> <td>Recycled Plastic Bench with Back - 6', Gray</td> <td>4</td> </tr> </tbody> </table>			Model #	Description	Qty	H-2889GR	Recycled Plastic Bench with Back - 6', Gray	4	<p>Order Summary</p> <p># of Shipments: 1</p> <p># of Items: 1</p> <p>Subtotal: \$2,860.00</p> <p>Shipping: \$606.93</p>
Model #	Description	Qty							
H-2889GR	Recycled Plastic Bench with Back - 6', Gray	4							





Pond 59



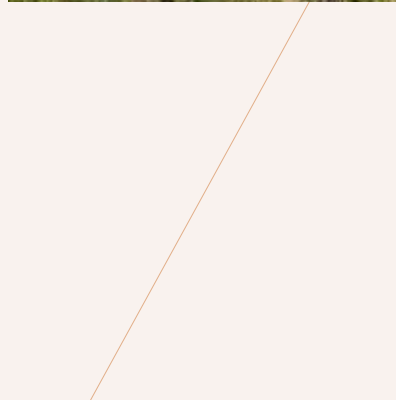
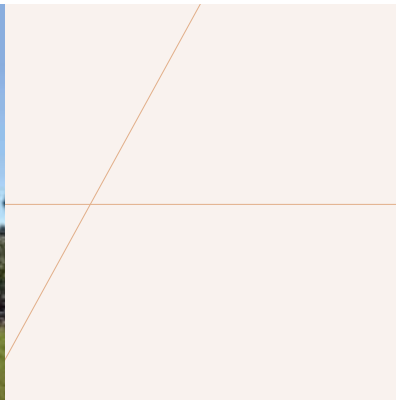
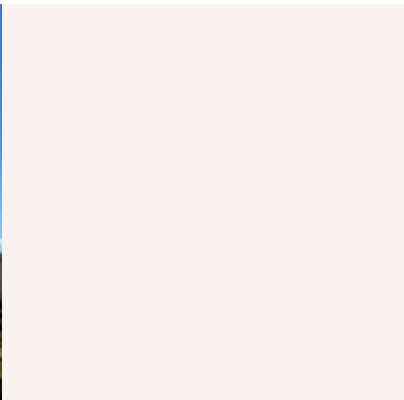
Greenspace near Playground



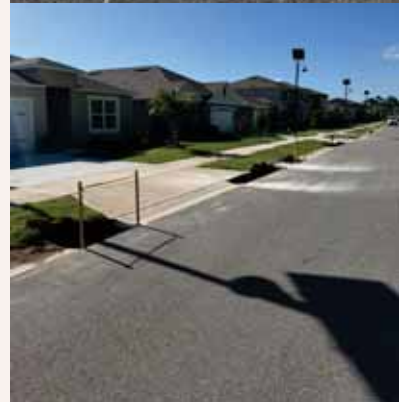
AVALON GROVE

Edgemont Entrance





Edgemont
Repairs



Pond 20



Pond 21



- Light Pole Damage Repaired.



AVALON GROVE

- Ark Plumbing is completing the repairs. Parts are on order and currently waiting for delivery.
 - Handle.
 - Bubbler.



Pond 36 and Easement Access.



Pond 15



Sawgrass Bay Blvd Islands.



Pond 20.



Pond 28





THANK YOU

Michael Bush

Mbush@VESTAPROPERTSERVICES.COM



Avalon Groves CDD

Field Operations

Entry #	Date Create	Name	Address	Message	Response	Resolution / Date
252	2026-04-02	Torre	17692 Saw Palmetto Ave	Request to install a fountain in pond 46 along Sawgrass Bay Blvd near the entrance to Village 3. It would improve the overall appearance of the Village 3 entrance which lacks aesthetic appeal. The fountain could be similar or identical to the fountain in pond 28.	<i>4/16 additional note - SWFWMD is restricting fountain operations to 4 hrs/day due to water shortages. SJRWMD has not moved to this phase yet, but District may wish to consider future water shortage restrictions that may impact fountain use in the future. District may also consider a license agreement with the POA that would allow them to install and maintain a fountain in the District's ponds that would benefit predominantly Village 3 residents.</i>	
See attached emails						
251	2026-04-02	West	3860 Goldenrod Court	Behind our property at 3860 Goldenrod Court, someone has disposed of shrubbery and palm trimmings along the edge of the CDD property. The dead vegetation is unsightly. What is the process to have this removed?	Holden email: Good afternoon. Thank you for bringing this to my attention. I inspected the area and could not determine who is doing the dumping. It is CDD policy that dumping is not allowed on conservation property or any CDD property for that matter. Enforcement of our rules is problematic because we would need a witness to come forward, a credible witness at that, and point out the offender. Mr. Sarka or Mr. Beckett have the experience and expertise to determine same after they survey and remove the debris. Our District manager, Heath Beckett, will address this matter with an answer to you. I am one of five board members and one of our fiduciary duties is oversight of the conservation area. Mr. Beckett is responsible for the day-to-day operation and ensuring all field service requests are timely and properly addressed. If you have anything further, kindly contact me again	



Avalon Groves CDD

Entry #	Date Create	Name	Address	Message	Response	Resolution / Date
246	2026-03-22	Schneider	3605 Skyflower Ct	Young children are riding bikes through the houses at At 3605 skyflower Court. And leaving rutts in the grass. Is there anything you can do to stop this. If it's public property how come there are no trespassing signs and why isn't there one on the easement by my house? They are coming from Orange County and riding through the development at Palms.		
242	2026-03-15	Mastrangeli	17908 Passionflower Cir	Yesterday, the drinking fountain in the V1 playground had to be shut off at the supply controls because the water was running continuously, likely due to a faulty valve handle.	3/19 Outdoor Ninja to repair	
238	2026-02-23	LANDRY	17555 SAWGRASS BAY BLVD	Broken equipment	2/24 Reached out to vendor Broken Equipment removed 3/8 Replacement equipment ordered - with shipment date of 3/24 4/16 Equipment installation to be scheduled	



Shirley M. Conley

From: John Torre <johnjtorre@yahoo.com>
Sent: Thursday, April 2, 2026 5:02 PM
To: Seat2
Cc: Shirley M. Conley; Heath Beckett; Michael P. Bush; MachForm; Matt Goldrick
Subject: Re: CDD - Avalon Groves Field Maintenance Request [#252]

External Sender - From: (John Torre <johnjtorre@yahoo.com>)

This message came from outside your organization.

You don't often get email from johnjtorre@yahoo.com. [Learn why this is important](#)

Mr. Holden,

Thank you for the response. The numbers provided are interesting in that it appears to be a relatively minimal expense for this type of enhancement for the Village 3 entrance. The estimated ongoing costs are also far lower than I expected. I will bring this proposal to the full Board in the very near future. I appreciate you sharing this information.

John Torre

Sent from my iPhone

On Apr 2, 2026, at 12:42 PM, Seat2 <Seat2@avalongrovescdd.com> wrote:

Mr. Torre,

Good morning and thank you for your suggestion. I am free to discuss this with you at your convenience.

The board has discussed your suggestion at a previous board meeting. Here is my condensed take on the discussion and installation of a pond fountain. I speak for myself and not the board.

Installing a pond fountain typically costs between \$3,700 and \$14,500 for professional installation. Smaller or floating units can range from \$225 to \$1,500 for the unit alone, while larger, custom, or deeply submerged fountains can exceed \$20,000.

Key Cost Factors

Fountain Type & Size: Larger fountains (5+ HP) and those with intricate lighting cost more to purchase and install.

Electrical Work: Running underwater cables to a likely new, dedicated outlet requires an electrician, significantly impacting price.

Installation Difficulty: Larger, deeper ponds may require specialized equipment to set the fountain.

Additional Features: Adding custom lighting kits (\$200–\$1,500) or extra nozzles increases total costs.

Long-Term Costs

Maintenance: Annual servicing costs average \$200 to \$600.

Electricity: Costs depend on daily run time and local rates.

If you have any questions, please email me here and I will answer within 24 hours if not sooner. We have two meetings a month and I hope you come to present your proposal and concerns. All board members are concerned and well versed in such issues and you can discuss this matter with any board member, too.

Our District manager, Heath Beckett, will address this matter with an answer to you. I am one of five board members and one of our fiduciary duties is oversight of pond health. Mr. Beckett, is responsible for the day-to-day operation and ensuring all field service requests are timely and properly addressed.

Sincerely,

<Outlook-myxp2hsi.png>

John Holden
Seat 2, Supervisor
Avalon Groves CDD
250 International Parkway, Suite 208,
Lake Mary, FL 32746
407-434-1460

DISTRICT COMMUNICATIONS REMINDER: Florida has a very broad public records law. Your email and all other communications may be subject to public disclosure. This communication is not intended to, nor may it, communicate Avalon Groves CDD Board policy or form a contractual obligation with same. The Florida Sunshine Laws, as I interpret them, specifically prohibit direct or indirect contact with other board members except at properly noticed board meetings, consequently, I ask this communication not be forwarded to any Avalon Groves CDD Supervisor (except on your own initiative).

TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION DO NOT "REPLY ALL" whenever prudent to this email and reply directly to the person you wish to contact. If you have questions or comments, please direct them to the sending party and/or pertinent staff members only. I am not a licensed or practicing lawyer in Florida and I do not hold myself out as same. This E-mail message is confidential, intended only for the named recipient(s) above, and may contain information that is privileged or otherwise protected by applicable law. If you have received this message in error, please notify the sender at this email and at 407-434-1460. Then delete this E-mail message instantly. Thank you.



From: MachForm <mailer@forms-db.com>
Sent: Thursday, April 2, 2026 7:53 AM
To: sconley@vestapropertyservices.com <sconley@vestapropertyservices.com>; Seat5 <Seat5@avalongrovescdd.com>; hbeckett@vestapropertyservices.com <hbeckett@vestapropertyservices.com>; Seat2 <Seat2@avalongrovescdd.com>; mbush@vestapropertyservices.com <mbush@vestapropertyservices.com>
Subject: CDD - Avalon Groves Field Maintenance Request [#252]

Your Name	John Torre
Address	17692 Saw Palmetto Ave
Email	Johnjtorre@yahoo.com
Maintenance Category	Other/Multiple
Located in/along	- Village 3 - Serenoa Lakes
Message	Request to install a fountain in pond 46 along Sawgrass Bay Blvd near the entrance to Village 3. It would improve the overall appearance of the Village 3 entrance which lacks aesthetic appeal. The fountain could be similar or identical to the fountain in pond 28.
Terms and Conditions	Please read the Terms and Conditions prior to communicating electronically.
Acceptance	- I have read and agree with the Terms and Conditions.

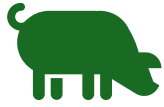


Avalon Groves CDD

Streetlights

Entry #	Date Create	Name	Message	Response	Resolution / Date
62	2026-04-14	Noyes	Hi I reported several streetlights out and hanging over a month ago and nothing has been done Can you explain why it takes so long to repair street lights? the one just b beyond the gate has not been working for months and it is a security concern along with others throughout village 3 can you please provide a reason why this takes so long to repair. thanks	Under Investigation – Update Pending	
61	2026-04-13	borges	Street light in front of 2400 palm Park loop out of service since September 2025, I first reported on September 26, 2026 . They took the solar panel but still has not been replaced.	Under Investigation – Update Pending	
60	2026-04-07	Baker	First light on the left a you pass the gate entering the community. On the pole, it is listed as Pole #4. No light on at all as I passed around 9pm.	Under Investigation – Update Pending	
59	2026-03-13	Borges	Pole in front of 2400 Palm Park Loop out of service since September 2026 . First reported on 2026 and panel was remove but not replaced. This has been reported multiple times.	Under Investigation – Update Pending	
58	2026-03-13	Middlebrook	pole #22 on Edgemont Drive right behind our house at 3800 Paragon Lane	Under Investigation – Update Pending	
56	2026-02-19	Noyes	#51 on Palm Park Loop	The contractor couldn't check it as the gate code was required. Please provide the gate code. 4/1 Admin received request & provided code	
54	2026-02-17	Ceri	17395 Saw Palmetto Ave - Not working - Hanging/Detached Component	Under Investigation – Update Pending	
227	2026-02-11	Corona	Pole #143 at the Serenoa Clubhouse not working.	Please send the pictures of the back of the panel and whole light. 4/1 Forwarded to FM for requested photos	
52	2026-02-06	Wright	Two lights are out on corner of Goldcrest and Basswood in front of 17136 Goldcrest Loop. Thank you.	The contractor's report states that the lights at the given address have been repaired. Please add pole number/s to confirm. 4/1 Admin emailed requester for repair confirmation or pole #s	
47	2026-01-19	Borges	Pole #55 near 2400 Palm Park Loop, Clermont, FL still out of service . First reported on Sept 2025 and they took the panel but has not been replaced. this situation has been reported several times.	The contractor couldn't check it as the gate code was required. Please provide the gate code. 4/1 Admin received request & provided code	





Avalon Groves Hog Trapping Update

Swine Solutions, FL

April 2024 – December 2024 – **36**

April 2025 – December 2025 – **45**

April 2025 – **21**

May 2025 – **6**

June 2025 – **2**

July 2025 – **1**

August 2025 – **0**

September 2025 – **2**

October 2025 – **4**

November 2025 – **3**

December 2025 – **6**

January 2025 – **0**

January 2026 – **0**

February 2025 – **0**

February 2026 – **0**

March 2025 – **2**

March 2026 – **1**

We caught one behind the club house at the end of last month. I have been twice since and ran the dogs around the preserves. We were not able to locate any.

Thomas Sewell

4/16/2026



EXHIBIT 6



OUTDOOR NINJA LLC

17615 Saw Palmetto Ave
Clermont, FL, 34714
(407) 800-4335



Estimate

Estimate No: 224
Date: 03/25/2026

For: Avalon Groves Community
Development District
sconley@vestapropertyservices.com,
hbeckett@vestapropertyservices.com,
mbush@vestapropertyservices.com
250 International Pkwy #208
Lago Mary, FL 32746

Description	Quantity	Rate	Amount
Pressure washing services Pressure washing services for all sidewalks from Edgemont through the end of Villa 3, including the roundabout in the new development area, in accordance with the provided diagram.	1	\$10,800.00	\$10,800.00*

*Indicates non-taxable item

Payment Instructions

A **50%** deposit of **\$5,400.00** is required by **03/25/2026**.



Subtotal	\$10,800.00
Total	\$10,800.00

Total	\$10,800.00
--------------	--------------------

Deposit due 03/25/2026	\$5,400.00
------------------------	------------

Terms and Conditions

Outdoor Ninja LLC – Payment Terms & Project Conditions

Thank you for choosing Outdoor Ninja LLC.

By submitting a deposit, you agree to the following:

A deposit of 50% to 70% of the total project cost is required to secure materials, submit permits, and schedule your project. The exact deposit amount will be specified on the invoice or proposal and depends on the scope, materials, and complexity of the project.

The remaining balance is due immediately upon completion of the work.

All deposits are non-refundable.

All materials used during the project remain the property of Outdoor Ninja LLC until full payment is received.

Any modifications or changes requested after the deposit will be billed separately and must be approved in writing.

If full payment is not received upon completion, Outdoor Ninja LLC reserves the right to remove installed materials and to pursue legal action if necessary.



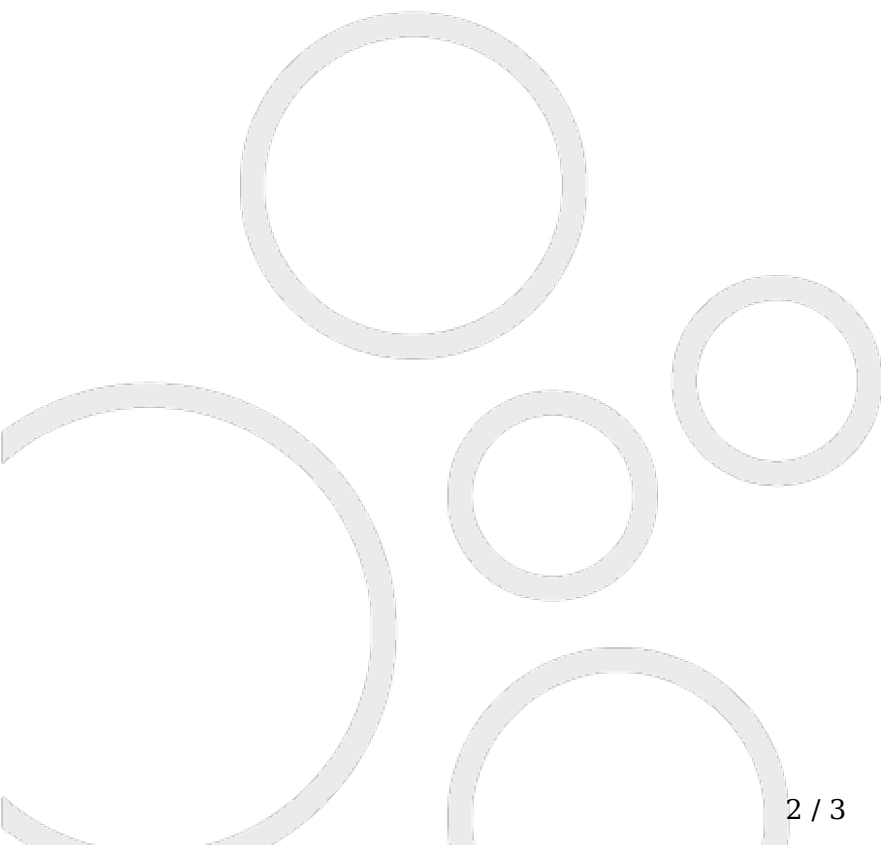
OUTDOOR NINJA LLC - Estimate 224 - 03/25/2026

A 3.5% processing fee applies to credit card payments.

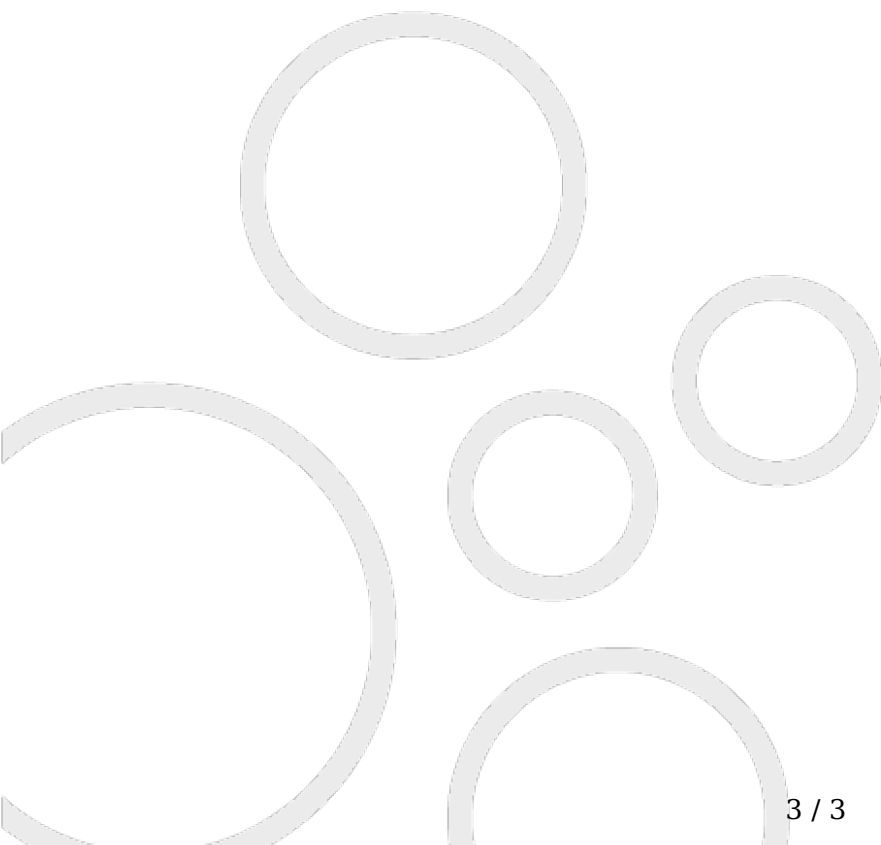
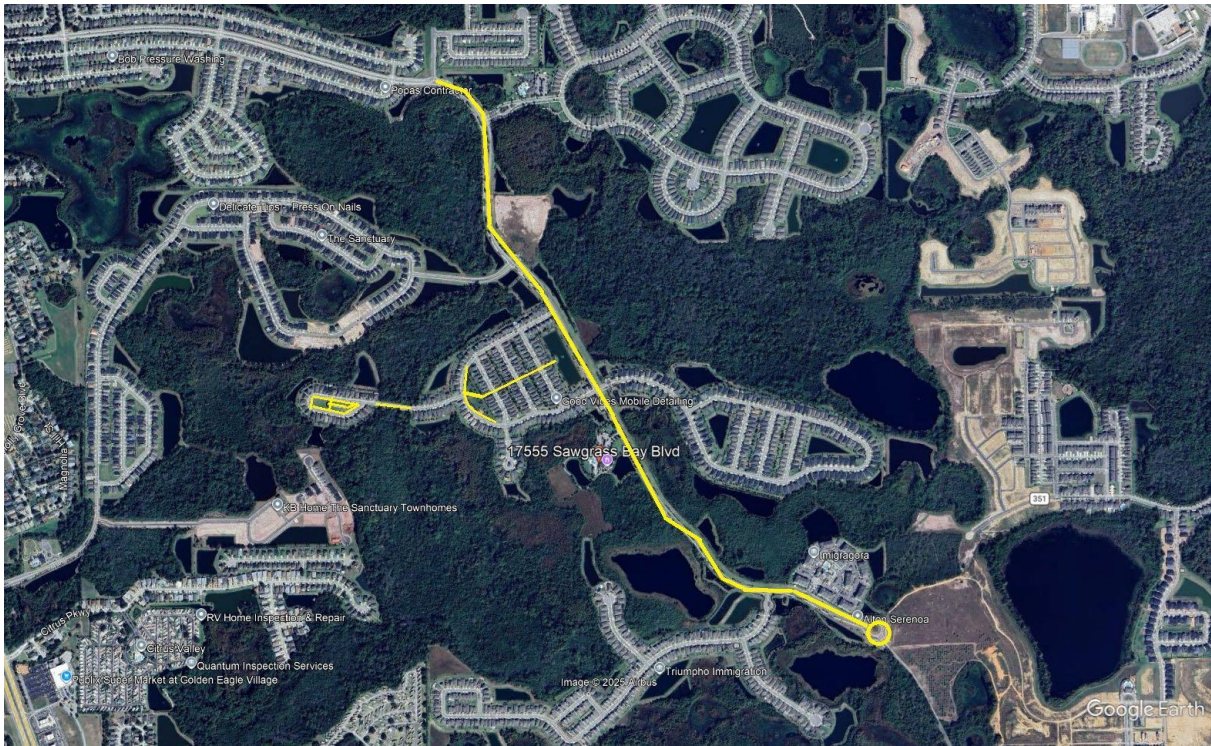
Zelle payments are preferred for faster processing (Zelle details are provided on the invoice).

Any concerns must be reported within 72 hours of job completion; thereafter, work is considered accepted, and claims submitted beyond 5 business days may not be eligible for review.

By paying the deposit, you confirm acceptance of all terms and conditions.



Avalon Grove CDD.jpg



ESTIMATE

Platinum Exterior Services LLC
2295 Kaley Ridge Rd.
Clermont, FLORIDA 34715

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



Avalon Groves CDD

Bill to
Michael Bush
CDD
17345 Bracken Fern Lane
Clermont, FL 34714

Estimate details

Estimate no.: 1606
Estimate date: 08/07/2025

#	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 per the map provided. 3 Gold Sections Long strip of sidewalk along Sawgrass Bay Blvd from Sanctuary Drive to Village 3 entrance, and the Goldcrest Loop common area walkway from Goldcrest loop pond. This also includes the entry sidewalks on both sides down Edgemont Ln.	1	\$8,097.01	\$8,097.01
2.		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 per the map provided. Option Yellow Sections: Basswood Island, Basswood Roadway, Edgemont to Palms at Serenoa, and Edgemont to Sanctuary Blvd. This also includes the Goldcrest Loop playground equipment.	1	\$3,965.75	\$3,965.75
3.		Sidewalks and Curbs	Surface pressure cleaning is performed to the sidewalks followed by rinsing. Post treatment will be done as needed. Turbo tip pressure cleaning is	1	\$3,965.80	\$3,965.80



performed to the curbs. Post treatment will be done as needed.

Note: This is for the sidewalks at Village 2 and 4 entrance, the dirty curbs and medians on Sawgrass Bay Blvd from Edgemont Lane to Village 3 on both sides of the road. Any new/ clean curbs/ medians will not be cleaned.

Total

\$16,028.56

Note to customer

Thank you for allowing us the opportunity to serve you. If awarded the contract, we will require a 30% deposit of \$4,658.57 prior to the start date.

Accepted date

Accepted by



ESTIMATE/BID

NAME/ ADDRESS
Avalon Grove CDD c/o Vesta District Services 250 Internationa Pkwy, Suite 208 Lake Mary, FL 32746 Attn: Michael Bush, Field Manager

DATE
03/20/2021

ESTIMATE#
26-026 Revised

FINAL PAYMENT
Net 15 Day of Completion
1.5% Late Fee Charged After 30 Days

WORK LOCATION
GPS: 17555 Swaygrass Bay Blvd, Clermont

Splash & Dash, LLC will provide all the necessary water, material & labor to clean the areas listed below. Please note that no rust removal or efflorescence treatment is included in this bid. Unless listed below No Chemical is included in this bid. Soft wash is applied to any building structure. High pressure is only applied to concrete or pavers sidewalks and/or curbs. PLEASE NOTE: This bid is good for 60 days from the date provided.

WORK DESCRIPTION: Pressure Washing/ Surface Cleaning Areas Below:	PRICE
Suface clean all sidewalks, gutters, curbs, storm sewer covers in the areas marked in Yellow on map provided by Splash & Dash	\$32,182.00
This bid contains both Proprietary & Confidential information & images, representative/recipient agrees that it shall hold the Confidential Information in strict confidence.	SUBTOTAL \$32,182.00

ADDITIONAL WORK OPTION(S)	PRICE
Option A: Pressure wash/soft wash applied as necessary to the mail kiosk pad, car stops, benches, playground equipment, ect found in the areas marked above.	\$625.00
This bid contains both Proprietary & Confidential information & images, representative/recipient agrees that it shall hold the Confidential Information in strict confidence.	TOTAL TBD

OTHER PAYMENT TERMS NEGOTIATED
1 st Draw 25% due at start of project = N/A 2 nd Draw 25% due 7 days later = N/A Balance due upon completion = N/A

ACCEPTANCE
The above prices, specifications, and conditions are satisfactory and are hereby accepted. Splash & Dash, LLC. have authorization to perform the work as specified above.

CUSTOMER MESSAGE
Thank you for the opportunity to work with you. If you have any questions or modifications to the scope of work, please let us know. We will be glad to meet your needs.

Authorized By _____ Date _____

Splash & Dash, LLC.
1640 Sundance Drive
St. Cloud, Florida 34771
Email: SplashanDash@yahoo.com

Visit Our Website:
www.SplashanDash.com



407-957-6566



ESTIMATE / BID

Client: Avalon Grove CDD c/o Vesta District Services
250 International Pkwy, Suite 208
Lake Mary, FL 32746

Date	03/20/2026
Estimate #	26-027
Work Location	17555 Sawgrass Bay Blvd, Clermont
Estimated Coverage	6 - 8 Miles of Roadway

Scope of Work: Tampa S.W.A.P LLC will provide surface cleaning services including sidewalks, curbs, gutters, and storm drains across approximately 6–8 miles of roadway within the community.

Description	Price
Surface Cleaning Services (6–8 Miles Coverage)	\$28,000.00

TAMPA S.W.A.P LLC
Tampa, Florida



EXHIBIT 7



RESOLUTION 2026-05

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

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

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. A Public Hearing will be held to adopt the District’s Rules of Procedure on June 25, 2026, at 10:00 a.m., at the Serenoa Club Amenity Center, 17555 Sawgrass Bay Blvd, Clermont, FL.

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

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

PASSED AND ADOPTED this 23rd day of April, 2026.

ATTEST:

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors



**RULES OF PROCEDURE
AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT
RULE NO. AG-R0012**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

- (1) The Avalon Groves Community Development District (the “**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 (the “**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 e-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 (the “**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.
 - (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 within the county or counties 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) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) 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, 286.012, 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 within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the 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) of the 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 provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required 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 (561) 630-4922. 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 prior to such 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 i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) 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 comments
- 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
- 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 within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, 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. The portion of the meeting generally reserved for public comment shall be identified in the agenda. 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 or as otherwise provided in the resolution approving the annual budget(s). 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. For each agenda item, there shall be discussion permitted among the Board members during the meeting. 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: §§ 189.069(2)(a)16, 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),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) 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, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. 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. 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) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) 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 (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;



- (viii) A concise 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, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) 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;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.



- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, 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 of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
 - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
- (a) Technical Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of correction (“**Notice of Correction**”) if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
 - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.
 - (b) Substantive Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests



of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.



- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (a) 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. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county



or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) 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 of Rulemaking, 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. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. 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.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the



scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) 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 or if the Legislature authorizes the District to adopt emergency rules. 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.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.



- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
 - (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
 - (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
 - (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) 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 within the county or counties in which the District is located.



- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
 - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
 - (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
 - (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.
- (14) Petitions to Challenge Rules.
- (a) Any person substantially affected by a proposed or existing 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.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
 - (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 proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, 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 thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, 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) At the hearing, 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.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, 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. During the hearing, 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) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.
- (15) Variations 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. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations 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. The District shall maintain a record of the type and disposition of each petition filed.

(16) Review of Adopted Rules.

- (a) By January 1, 2026, District staff shall prepare a report that summarizes the District's existing rules anticipated to be reviewed during the current fiscal year, if any, and the recommended action on each rule (the "**Existing Rule Review Report**"). The Existing Rule Review Report shall be presented to the District's Board at a noticed Board meeting as soon as practicable after preparation by District staff. District staff shall continue to annually prepare an updated Existing Rule Review Report by January 1 of each year until all District rules have been reviewed. The District is not bound to review its existing rules in accordance with the schedule set forth in an Existing Rule Review Report, but is required to complete the review of at least twenty (20%) percent of its existing rules per year until all existing rules have been reviewed in accordance with this Section. In any event, all existing rules of the District shall be reviewed by July 1, 2030.
- (b) Any new rule adopted after July 1, 2025, must be reviewed in the fifth year following adoption. Such review must be completed before the day that marks the sixth year since the adoption of the rule.
- (c) In conducting its rule review process, the District shall determine whether each rule:
 - (i) Is a valid exercise of delegated legislative authority;
 - (ii) Has current statutory authority;
 - (iii) Reiterates or paraphrases statutory material;
 - (iv) Is in proper form;



- (v) Is consistent with expressed legislative intent pertaining to the specific provisions of law which the rule implements;
 - (vi) Requires a technical or substantive update to reflect current use; and
 - (vii) Requires updated references to statutory citations and incorporated materials.
- (d) By April 1 of each year in which a rule review is being undertaken, the District shall adopt a resolution evidencing the completion of rule review and authorizing one of the following actions relative to its rule review (the “**Rule Review Resolution**”):
- (i) If the District determines that no change is necessary, the District Rule Review Resolution shall include the following information:
 - 1. A copy of the reviewed rule;
 - 2. A written statement of its intended action; and
 - 3. Its assessment of factors specified in Section 16(c) of this Rule.
 - (ii) If the District determines that one or more technical changes are necessary, the District Rule Review Resolution shall include the following information:
 - 1. A copy of the reviewed rule and the recommended technical change or changes coded by underlining new text and striking through deleted text;
 - 2. A written statement of its intended action;
 - 3. Its assessment of the factors specified in Section 16(c) of this Rule; and
 - 4. The facts and circumstances justifying the technical change or changes to the reviewed rule.
 - (iii) If the District determines that the rule requires a substantive change, the District shall promptly initiate rulemaking in accordance with this Rule to make all changes, including any technical changes, and the District Rule Review Resolution shall include the following information:



1. A copy of the reviewed rule;
 2. The recommended change or changes coded by underlining new text and striking through deleted text;
 3. A written statement of its intended action; and
 4. Its assessment of factors specified in Section 16(c) of this Rule.
- (iv) If the District determines that the rule should be repealed, the District shall promptly initiate the repeal the rule in accordance with this Rule, and the District Rule Review Resolution shall include the following information:
1. A written statement of its intended action; and
 2. Its assessment of factors specified in subsection 16(c) of this Rule.
- (e) The rule review is completed upon the District’s adoption of the Rule Review Resolution and, if there is a substantive change or repeal of a rule approved the Board, the timely commencement of the rulemaking or rule repeal process set forth in this Rule. Promptly after completion of the rule review, the District shall publish a notice of the completed rule review (“**Notice of Completed Rule Review**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Completed Rule Review shall identify the action taken by the District with respect to the reviewed rule.
- (17) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 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 within the county or counties in which the District is located 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. 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. “**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. 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) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) 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.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) 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.

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) 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 within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) 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, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.



- (5) 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 (2)(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.
- (6) 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.

- (7) 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.
- (8) 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 e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. 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 county or counties in which the District is located. 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. 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 county or counties in which the project 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 e-mail, United States Mail, hand delivery, 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) 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.



- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. 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.

(2) 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 within the county or counties 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 e-mail (with a delivery and read receipt), United States Mail, hand delivery, 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 e-mail, United States Mail, hand delivery, or 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) 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.
- (k) 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.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. 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.
- (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 within the county in which the project 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 e-mail, United States Mail, hand delivery, 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of



the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. 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 shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, 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 or counties 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 e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;



- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of



Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. 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 county or counties 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 e-mail, United States Mail, hand delivery, 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. 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 or after posting on the District's website if so provided for in 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 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 and form 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 e-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 e-mail (with a delivery and read receipt), 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) 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.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) 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: §§ 120.69(2)(a), 190.033, Fla. Stat.



Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, 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 8



APPLICATION FOR SERVICE

Sunshine Water Services
200 Weathersfield Ave
Altamonte Springs, FL 32714
www.Sunshinewater.com

Applicant Information:

Name: Avalon Groves CDD
Service Address: 17530 Blazing Star Cir - Irrig
City/State/Zip: Cermont, FL 34714
Lot Number: _____
Billing Address (if different): _____
City/State/Zip: _____
Telephone Number: _____
Tax ID: _____
4 Digit Pin (*this is any 4 digits you select to identify yourself when calling*): _____
Email Address: _____
Paperless Billing: Yes No
**Is there a well located on this property? Yes No

Builder Information:

Name: Heath Beckett & John Holden
Address: _____
City/State/Zip: _____
Telephone Number: _____
Tax ID: _____
Email Address: hbeckett@vestapropertyservices & seat2@avalongrovescdd.com

Office Use Only

System Name: Lake Groves Service Class: Irrigation
Service Type: Water Only Meter Size: 5/8"

FL05
FS6N
1905

*Connection Fees & Charges

251-248

Meter Fee	<u>\$425.72</u>
Main Extension Charge	_____
Plant Capacity Charge	_____
Construction Fee	<u>\$3,000.00</u>
AFPI Fee	_____
Total Due	<u>\$3,425.72</u>

Applicant Signature _____ Date _____

Five working days' notice must be given to Sunshine Water Services for scheduling a new tap installation.

**Connection fees are non-refundable.*

***If you answered yes to the above question and there is an existing well on the property you will be responsible for installing a backflow prevention device which must be inspected prior to water being turned on. For more information visit our website at www.myutility.us/sunshinewater/water-safety/cross-connections*



04/07/2026



Down to Earth Landscape & Irrigation

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

Estimate: #142915

Customer Address

Shirley Conley
sconley@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

Irrigation Zone Rebuild by
Blazing Star lift station

Estimated Job Start Date

March 23, 2026

Proposed By

Bismark Quiles

Due Date

Estimate Details					
Description of Services & Materials	Unit	Quantity	Rate	Amount	
Irrigation Installation					
Irrigation Labor					\$1,530.00
12" Valve Box (Standard)	Each	1	\$45.98		\$45.98
1" RB PGA SERIES STR/ANG VALVE	Each	1	\$50.00		\$50.00
Rain Bird PGA PVC and Glass-Filled Nylon Globe/Angle Valve 1 in. FIPT					
1 in. PVC Ball Valve Slip x Slip.	Each	1	\$9.89		\$9.89
1" CL200 PVC (sold per foot)	Foot	80	\$0.98		\$78.40
3/4" CL200 PVC Non-Potable	Foot	80	\$0.92		\$73.44
1/2" Pipe	Foot	100	\$0.38		\$38.25
Rainbird TBOS 9V Potted Latching Solenoid	Each	1	\$73.03		\$73.03
1 Station Battery Node	Each	1	\$285.68		\$285.68
1806 6 in Pop-Up-No Slide Inlet	Each	12	\$10.31		\$123.72
HUNTER MP ROTAOTR 90-210 13'-21' BLACK MULTIPLE ROATATING NOZZLE 1000 SERIES 90-210 DEGREE 31'-21	Each	12	\$16.25		\$195.00
1/2" Fitting	EA	30	\$0.69		\$20.66
				Subtotal	\$2,524.05
				Estimated Tax	\$0.00
				Job Total	\$2,524.05

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/>.



Down to Earth Landscape & Irrigation

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

Estimate: #138715

Customer Address

Shirley Conley

sconley@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

Lift Station On Blazing Star Bed
Fill

Estimated Job Start Date

January 26, 2026

Proposed By

Justin Sarka

Due Date

Estimate Details				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Tree/Plant Installation				
Site Prep				\$585.00
Viburnum Odoratissimum "Sweet Viburnum"	7 Gallon Plant	22	\$60.07	\$1,321.54
Pine Bark Mulch	Cubic Yard	3	\$64.00	\$192.00
			Subtotal	\$2,098.54
			Estimated Tax	\$0.00
			Job Total	\$2,098.54

Scope of Work;

- Install viburnum to complete hedge around lift station.
- Irrigation repairs are on separate proposal. **The irrigation water is being supplied by the Palms Hoa Meter.**

Proposed By:

Justin Sarka
Down to Earth

01/21/2026
Date

Agreed & Accepted By:

Avalon Groves CDD

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 9



1 **MINUTES OF MEETING**

2 **AVALON GROVES**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Avalon Groves Community
5 Development District was held on Thursday, March 26, 2026 at 10:00 a.m., at the Serenoa
6 Club Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida 34714. The actions taken
7 are summarized as follows:

8 **FIRST ORDER OF BUSINESS:**

ROLL CALL

9 Mr. Beckett called the meeting to order at 10:03 a.m. and conducted roll call.

10 Present and constituting a quorum were:

11 Carl Weston (S1)	Board Supervisor, Vice Chair
12 John Holden (S2)	Board Supervisor, Assistant Secretary
13 Robert Wolski (S4)	Board Supervisor, Assistant Secretary
14 Eugene Mastrangeli (S5)	Board Supervisor, Chair

15 Also present were:

16 Heath Beckett	District Manager, Vesta District Services
17 Michael Bush	Field Manager, Vesta District Services
18 Bennett Davenport	District Counsel, Kutak Rock LLP
19 Greg Woodcock	District Engineer, Stantec (<i>Virtually</i>)
20 Justin Sarka	Account Manager, Down to Earth Landscape & 21 Irrigation
22 Matt Goldrick	Account Manager, Steadfast Environmental

23 **SECOND ORDER OF BUSINESS:**

AUDIENCE COMMENTS – AGENDA ITEMS
(*Limited to 3 minutes per individual for agenda items*)

26 There being none, the next item followed.

27 **THIRD ORDER OF BUSINESS:**

OPERATIONS AND MAINTENANCE

28 A. Community Managers

29 1. Palms at Serenoa HOA Update – *Jasmin Correa/John Holden*

30 Ms. Correa noted that a service request was submitted for the pond 11
31 fountain lights.

32 2. Serenoa POA Update – *David Landry/Gene Mastrangeli*

33 There were no updates from Serenoa POA.

34 B. EXHIBIT 1: Aquatic Maintenance Report – *Steadfast Environmental*



35 Mr. Goldrick presented the Aquatic Maintenance Report. He explained that
36 growing season had started now the weather was warmer and algae and
37 vegetation is growing fast. He provided an explanation on a new
38 algaecide/herbicide treatment that was being used on the ponds and responded
39 to a recent Field Request (#244) which referred to vegetation in the conservation
40 area. There being no substantial invasive species to be removed at this time, no
41 treatment is required. The erosion repair was completed last week.

42 Supervisor Holden asked about the floating algae on pond 17, reported in Field
43 Request (#250). Mr. Goldrick stated it could take a few weeks for the dead algae
44 to sink and rain events help the process. Floating algae helps shade the ponds to
45 inhibit further algae growth. He advised that pulling algae out of the ponds was
46 considered dangerous on a number of levels. It was concluded that algae
47 blooms are an ongoing issue for stormwater ponds due to nutrient influx and
48 heat, and treatments are ongoing.

49 Supervisors were encouraged to present questions and concerns regarding
50 maintenance services to the District Manager.

51 Mr. Goldrick clarified that the maintenance scope includes removal of debris
52 from the ponds if the debris is within 1 ft from the water's edge and no more
53 than 1 ft below the surface. Debris is removed during the maintenance visits
54 which occur every two weeks.

- 55 1. Presentation of Pond Requests - None
56 2. EXHIBIT 2: Consideration of Steadfast Proposal #SCA3500 to Install
57 Dragonfly-Attracting Aquatic Plants at 3 Ponds - \$19,650.00 [POND
58 PLANTINGS & EROSION CONTROL /FIELD CONTINGENCY]

59 Mr. Goldrick explained the factors that impacted the plant and pond
60 selections and the planting pattern.

61 Supervisor Holden requested the proposal be tabled due to cost. Mr.
62 Goldrick noted the number of ponds could be adjusted. Supervisor
63 Wolski suggested planting one pond this year and considering budgeting
64 for two more ponds next year.

65 On a MOTION by Supervisor Weston, SECONDED by Supervisor Wolski, OPPOSED by Supervisor
66 Holden, the Board approved Steadfast proposal #SCA3500 as revised, to install dragonfly-
67 attracting aquatic plants at pond 2 in the amount of \$5,100.00, for Avalon Groves Community
68 Development District.

- 69 C. EXHIBIT 3: Landscape Maintenance Report – *Justin Sarka, Down To Earth*

70 Mr. Sarka presented the Landscape Maintenance Report. He noted the cutback
71 of frost-damaged vegetation had begun and some recovery was observed.
72 Discussion followed on plants and trimming schedules.



73 A summary of the plants that did not come back after the freeze and a quote for
74 their replacement was requested for the next meeting. It was noted that the
75 application of mulch helped insulate the plants at the soil level, and most of the
76 palms should recover, although it'll take more time than some of the other
77 plants.

78 Mr. Sarka responded to questions on the irrigation report. Mr. Beckett advised
79 that the POA has not responded to his request to allow District irrigation to be
80 connected to their well to water in order to water the bamboo in Village 3.

81 In response to a question regarding Field Request #240, Mr. Sarka advised that a
82 certified arborist would need to be hired to professionally certify whether a tree
83 in a conservation area is a safety hazard. Supervisor Weston added that the
84 homeowner had been previously advised that the tree was in the conservation
85 area and did not pose a direct safety concern. Mr. Davenport added that
86 homeowners may trim back to their property line any trees/vegetation
87 overhanging their property.

88 The irrigation around the Village 1 playground was discussed. It was noted that
89 soaker hoses allow for beds to be irrigated when there are restrictions on other
90 types of irrigation, but there may be liability considerations due to children
91 continually relocating the mulch and pulling up the staked hoses.

92 1. Presentation of Landscape Requests

93 2. Consideration of Down To Earth Proposal(s) – *Pending*

94 Supervisor Mastrangeli reiterated the request for the frost-damaged
95 plant replacement proposal and requested proposals for both the
96 removal of the soaker hoses around the Village 1 playground and
97 replacement with spray irrigation.

98 A proposal to replace crab grass at Goldcrest Loop was discussed.
99 Supervisor Wolski discussed holding off on considering the proposal until
100 a proposal for the frost-damaged plants is presented.

101 D. EXHIBIT 4: Field Operations – *Michael Bush, Vesta District Services*

102 Mr. Bush reviewed the Field Operations Report. The timer for the fountain in
103 pond 28 will be adjusted to turn off at 9 p.m. Replacement of four benches the
104 Village 1 water fountain repair, and replacement of conservation area signs were
105 discussed.

106 1. Presentation of Field Requests

107 2. Presentation of Streetlight Requests

108 Mr. Beckett explained the vendor has received a copy of the field request
109 forms and he will follow up with them when he returns from vacation.



110 Supervisors discussed a deficiency letter and the streetlight contract
111 terms with Mr. Davenport.

112 3. Presentation of Hog Activity Reports

113 Mr. Beckett reviewed the report from Swine Solutions. It was noted that
114 the hog activity reports submitted by residents will not receive any
115 documented closure due to the nature of the service.

116 4. EXHIBIT 5: Consideration of Pressure Washing Proposals [*HARDSCAPE*
117 *REPAIRS & MAINT / FIELD CONTINGENCY*]

118 a. Outdoor Ninja - *Pending*

119 b. Platinum Exterior Services – 3-Yr Agreement - \$15,528.56/Yr –
120 *Previously Presented*

121 c. Splash and Dash – *Pending*

122 d. Tampa Swap – *Pending*

123 Consideration of this item was deferred to the next meeting when all
124 proposals will be available for review.

125 E. District Engineer – *Greg Woodcock, Stantec*

126 Mr. Woodcock relayed that the approved Edgemont punch list items were
127 completed by Site Masters. A couple of stormwater operation and maintenance
128 certificates are due and the reports with any repair proposals should be ready
129 for presentation at the May meeting.

130 Supervisor Holden will forward information on PVC pipes leading into some of
131 the stormwater ponds for the District Engineer to review.

132 F. District Counsel – *Bennett Davenport, Kutak Rock*

133 1. EXHIBIT 6: Discussion on Pond Policy Draft

134 Mr. Davenport reviewed the updates to the draft pond policy. It was
135 noted that the stormwater tracts were not intended for recreational
136 purposes, they serve the purpose of drainage. Discussion followed on
137 walking dogs in the stormwater tracts, privacy and erosion concerns.

138 On a MOTION by Supervisor Holden, SECONDED by Supervisor Weston, OPPOSED by Supervisor
139 Wolski, the Board approved the presented pond policy draft, for Avalon Groves Community
140 Development District.

141 Mr. Davenport stated the next steps if for staff to reach out to the
142 Sheriff's office to discuss requirements to implement a trespass
143 agreement.



- 144 G. District Manager – *Heath Beckett, Vesta District Services*
- 145 1. Update on Surplus Property Disposal (Edgemont Fence)
- 146 Mr. Beckett advised that the Bills of Sale had been forwarded from
- 147 District Counsel and he is working with the POA CAM to obtain contact
- 148 information for distribution to the Paragon Lane property owners
- 149 2. Update for April Workshop
- 150 Mr. Beckett advised he will attend the April Workshop to discuss the
- 151 Reserve Study.
- 152 3. Update on Water Meter at Blazing Star Circle Lift Station
- 153 Mr. Beckett advised that the TAP application was submitted to Sunshine
- 154 Water and he is waiting for their construction quote.
- 155 Supervisor Holden advised that he had learned that the HOA had
- 156 requested Sunshine Water disconnect and/or remove the inactive meters
- 157 under their name. Discussion followed on Supervisor Holden’s contact
- 158 with Sunshine Water and the information he had received.

159 **FOURTH ORDER OF BUSINESS: CONSENT AGENDA**

- 160 A. EXHIBIT 7: Approval of the Minutes of the Board of Supervisors Regular Meeting
- 161 Held February 26, 2026
- 162 B. EXHIBIT 8: Acceptance of the Minutes of the Board of Supervisors Workshop
- 163 Held March 12, 2026
- 164 C. EXHIBIT 9: Acceptance of the February 2026 Unaudited Financial Report
- 165 A question was raised on why the budget didn’t allocate sufficient funds for the
- 166 Miscellaneous (Appraisal, Mailing, Etc.) line item.
- 167 D. EXHIBIT 10: Ratification of Down To Earth Invoice #169603 for February
- 168 Irrigation Repairs - \$1,085.00

169 On a MOTION by Supervisor Wolski, SECONDED by Supervisor Weston, WITH ALL IN FAVOR, the

170 Board approved Consent Agenda – items A-D as presented, for Avalon Groves Community

171 Development District.

172 **FIFTH ORDER OF BUSINESS: LIAISON REPORTS**

- 173 Board consensus was to table the Liaison Reports.
- 174 A. Landscape and Environmental – *John Holden/Gabriel Ruperez/Carl Weston*
- 175 1. Review of Landscape Scoresheets - *Pending*
- 176 2. EXHIBIT 11: Discussion on Formation of a Landscape Subcommittee
- 177 B. Amenities and Infrastructure – *John Holden/Gene Mastrangeli*



178 C. Public Safety – *Carl Weston/Robert Wolski*

179 D. Finance – *Gene Mastrangeli/Robert Wolski*

180 **SIXTH ORDER OF BUSINESS:** **SUPERVISOR REQUESTS** (*Includes Next Meeting*
181 *Agenda Item Requests*)

182 A. Next Workshop Agenda Items

- 183 • Reserve study
- 184 • Preliminary FY 27 budget review
- 185 • Evaluation of dead trees
- 186 • Soakers in Edgemont

187 B. Next Meeting Agenda Items

188 Board consensus was to set the regular meeting length at a maximum of two
189 hours. Mr. Davenport suggested Supervisors submit questions to District
190 Manager to allow vendors to come prepared to respond.

191 Discussion followed regarding establishing an emergency contact.

192 **SEVENTH ORDER OF BUSINESS:** **AUDIENCE COMMENTS – NEW BUSINESS**
193 (*Limited to 3 minutes per individual for non-*
194 *agenda items*)

195 There being none, the next item followed.

196 **EIGHTH ORDER OF BUSINESS:** **EXHIBIT 12: ACTION ITEMS SUMMARY**

197 **Down To Earth**

- 198 • Summary & quote for plants that failed due to freeze - for the April
199 meeting

200 **District Manager**

- 201 • Streetlights - Call RJ on Monday 4/6/26
- 202 • Get trespass agreement
- 203 • Financial Report – check why “Misc” is high
- 204 • End regular meetings at max of 2 hours

205 **April Workshop Agenda**

- 206 • Discussion on Reserve Study & Budget
- 207 • Evaluate Dead Trees
- 208 • Soakers at Edgemont area

209 **April Agenda**

- 210 • Consideration of Pressure Washing Proposals [*HARDSCAPE REPAIRS & MAINT /*
211 *FIELD CONTINGENCY*] (Outdoor Ninja, Platinum Exterior Services, Splash and
212 Dash, Tampa SWAP)



213 **NINTH ORDER OF BUSINESS: NEXT WORKSHOP ATTENDANCE CHECK**

214 *The next Avalon Groves Community Development District workshop is scheduled for 10 a.m. on*
215 *April 9, 2026 at Palms at Serenoa Clubhouse, 17244 Bay Cedar Way, Clermont, Florida 34714.*

216 All Supervisors present indicated their plan to attend the workshop.

217 **TENTH ORDER OF BUSINESS: NEXT MEETING QUORUM CHECK**

218 *The next Avalon Groves Community Development District meeting is scheduled for 10 a.m. on*
219 *April 23, 2026 at Serenoa Club Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida*
220 *34714.*

221 All Supervisors present affirmed their intent to attend the next meeting in person.

222 Supervisor Holden thanked Ms. Conley for a prompt and efficient response to a record
223 request.

224 **ELEVENTH ORDER OF BUSINESS: Adjournment**

225 On a MOTION by Supervisor Holden, SECONDED by Supervisor Weston, WITH ALL IN FAVOR, the
226 Board adjourned the meeting at 1:06 p.m., for Avalon Groves Community Development District.

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

231 **Meeting Minutes were approved by vote of the Board of Supervisors at a publicly noticed**
232 **meeting held on April 23, 2026.**

233 _____
234 Heath Beckett, Assistant Secretary

_____ Eugene Mastrangeli, Chair



EXHIBIT 10



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, April 9, 2026, 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
7 behalf of the CDD at this workshop.

8 **FIRST ORDER OF BUSINESS: Call to Order**

9 Present were:

10 Carl Weston (S1)	Board Supervisor, Vice Chair
11 John Holden (S2)	Board Supervisor, Assistant Secretary
12 Gabriel Ruperez (S3)	Board Supervisor, Assistant Secretary
13 Robert Wolski (S4)	Board Supervisor, Assistant Secretary
14 Eugene Mastrangeli (S5)	Board Supervisor, Chair
15 Heath Beckett	District Manager, Vesta
16 Sam Jones	Resident

17 **SECOND ORDER OF BUSINESS: Selection of Workshop Secretary**

18 Mr. Beckett was designated as secretary to record the workshop Minutes.

19 **THIRD ORDER OF BUSINESS: Audience Comments**

20 Supervisor Mastrangeli requested the budget and reserve study be prioritized and discuss
21 D. Finance first.

22 Supervisor Wolski asked the audience to bear with the Board as this is their first
23 opportunity to discuss the FY 27 budget draft and details of the Reserve Study, due to
24 Sunshine laws. The presented budget is only the initial draft and further discussions and
25 amendments will take place at the next meeting.

26 Comments were on a homeowner posting information about the workshop on social
27 media and the growing interest in plantings for pollinators.

28 **FOURTH ORDER OF BUSINESS: Discussion Items**

29 A. Landscape and Environmental – *John Holden/Gabriel Ruperez/Carl Weston*

30 Supervisor Weston noted pond mowing was done this week and vendor focus
31 has been on clean up and cutbacks.

32 Supervisor Holden discussed creating a consistent tree policy, specifically
33 regarding dead trees within the conservation areas. Supervisor Weston
34 responded that any policy should not be complicated and should be posted on
35 the District’s website. Supervisor Wolski stated that a policy should be drafted
36 and reviewed by District Counsel for liability concerns. He added that people
37 walking in the conservation areas could violate regulations regarding no



38 disrupting the natural habitat. Supervisor Weston noted that St. Johns River
39 Water Management District is the governing authority on the conservation
40 areas; homeowners could contact them and request permission to remove trees
41 they consider a safety hazard. Supervisor Holden volunteered to draft a position
42 statement regarding requests for tree removal in conservation areas. Supervisor
43 Mastrangeli added that there needs to be a distinction between a dead tree
44 being a safety concern and the resident not liking the aesthetics of a dead tree.
45 He also recommended distinguishing between conservation area and District-
46 maintained common areas.

47 Comments were heard on a dead tree in the conservation area, trimming
48 encroaching limbs at property lines, and the condition of property at Myrtle Oak
49 and Blazing Star. Supervisor Mastrangeli suggested considering the addition of a
50 line item in the budget for trimming of encroaching trees from the conservation
51 area.

52 Supervisors discussed staking drip lines and adding mulch at the Village 1
53 playground beds, irrigation in Edgemont, Sunshine Water not offering a
54 reclaimed water service within the District, the requested landscape project at
55 the Blazing Star lift station. A comment was heard on the condition of the
56 shrubs at the Blazing Star lift station.

57 A comment was heard on skimming and manual removal of the dead algae on
58 pond 17.

59 Supervisor Mastrangeli commented on residents dumping landscape debris in
60 the conservation area. He suggested the POA and HOA be engaged to encourage
61 self-management by residents, and for residents be more pro-active when they
62 see their neighbors not disposing of yard waste appropriately. A comment was
63 heard on the HOA/POA sending a reminder to residents to advise their landscape
64 companies of the proper procedure for disposing of yard waste. Comments
65 were heard on the HOA landscape committee's distribution of "Landscape 101"
66 information.

67 Mr. Beckett advised that irrigation at 63 and 64 is not working and he has not yet
68 asked the POA whether the District can connect to the POA meter.

69 B. Amenities and Infrastructure – *John Holden/Gene Mastrangeli*

70 Supervisor Holden asked for an update on the erosion repair approved for the
71 pond 12 mitered end section.

72 C. Public Safety – *Carl Weston/Robert Wolski*

73 It was observe that power had been run to the stoplights on Sawgrass Bay Blvd.

74 Mr. Beckett advised he plans to reach out to a Lake County contact to see if they
75 can provide some answers on when the dirt piles left by the gas line installation
76 will be removed.



77 D. Finance – *Gene Mastrangeli/Robert Wolski*

78 *This item was discussed out of order prior to IV.A. Landscape and Environmental.*

79 1. EXHIBIT 1: Discussion on FY 2027 Budget

80 a. EXHIBIT 2: September 2025 Financials

81 b. EXHIBIT 3: YTD FY 2026 Financials

82 Mr. Beckett advised the preliminary draft of the FY 2027 budget is being
83 presented to allow Supervisors time to review before the May 14
84 workshop which will focus primarily on the budget.

85 Supervisor Wolski added that comparisons of previous years allow
86 Supervisors to follow trends.

87 Mr. Beckett added that the high-water mark budget would be acceptance
88 at the May 28 meeting, and the public hearing and budget adoption will
89 take place on August 20 (6 p.m.). The Board can continue to discuss the
90 budget and agree to reduce line items until the budget is adopted, but
91 they will not be able to increase the total budget amount after the
92 preliminary budget is accepted on May 28th. Mr. Beckett is anticipating
93 cost of living increases between 3-5% and is working with staff and
94 vendors to have those increases factored into the presented draft for the
95 next budget discussion.

96 c. EXHIBIT 4: Reserve Study

97 Mr. Beckett responded to Supervisor questions regarding the
98 Reserve Study. He explained that items such as the pet waste
99 stations are not major infrastructure items and were not included
100 in the reserve study. The expenditures noted for FY 2026 are the
101 items the District had already approved – Sawgrass Bay Blvd wood
102 fence painting and repairs, monument and monument lighting
103 repairs which impact the depreciation value of those assets.

104 Supervisors Holden raised concerns about expending funds on
105 monuments in the Lake County Right-of-Way which may at some
106 point be removed.

107 Mr. Beckett has reached out to the Postmaster and confirmed the
108 Village 1 mailboxes are maintained by USPS. He will follow up
109 with the Postmaster regarding whether the Edgemont mailboxes
110 are also maintained by USPS.

111 Supervisor Mastrangeli noted that the “Asphalt Pavement,
112 Repaving” line refers to the Goldcrest Loop parking spaces.



113 Mr. Beckett clarified that new infrastructure would be funded as a
114 capital improvement project and once installed it could be added
115 to the Reserve Study to calculate costs and schedules for
116 anticipated refurbishment and replacement costs outside of
117 normal operations and maintenance. He stated that a Reserve
118 Study should be updated at least every 5 years to re-align with
119 current inflation rates and new infrastructure would be added
120 when with the update. He also noted that cost of living increases
121 are projected in the presented values at 3.0% and confirmed that
122 landscape vegetation including trees are not considered District
123 assets.

124 The Reserve Fund Cash Flow Graph was discussed.

125 Mr. Beckett advised that an account would be set up for the
126 Reserve Fund to earn as much interest possible in line with the
127 laws governing use of public funds.

128 The Edgemont vinyl fence and mailboxes will be removed.

129 Mr. Beckett explained that typically District Management send the
130 analyst a list of the District's assets, budget and financial
131 statement, and the analyst visits the site and reviews the
132 condition of the assets. The analyst will contact the Management
133 team with questions.

134 Supervisor Holden noted that no Supervisors were contacted for
135 supplemental information. Mr. Beckett noted the verbiage on the
136 report lists potential sources of information, not that they were
137 specifically contacted. Supervisor Mastrangeli acknowledged the
138 text is a boilerplate and Supervisor input is being provided at the
139 workshop and will be forwarded by Mr. Beckett to the analyst for
140 the final revision.

141 Mr. Beckett explained that the Board could assign funds for
142 capital improvement projects and landscape projects as part of
143 the budget.

144 Supervisor Weston raised a concern about additional items such
145 as tree replacements that he would like to fund.

146 Supervisor Holden opined that all sources used to draft the
147 Reserve Study should be included in the report. Supervisor Wolski
148 disagreed. Supervisor Mastrangeli opined that the end results of
149 the study are of more value than reviewing the documents used
150 and verifying the conversations held as part of the production
151 process.



152 A comment was heard on confirming details and research.
153 Supervisor Ruperez added that Vesta is hired to vet vendors and
154 the documents used. Supervisors can ask Mr. Beckett for a copy
155 of the documents that were provided to the analyst without it
156 having to be part of the study.

157 In response to a question on funding for the next Reserve Study,
158 that expense would be included in the operating budget rather
159 than the reserve fund.

160 Supervisor Mastrangeli summarized that the Reserve Study is a
161 baseline for building adequate reserves to offset major
162 expenditures in the future.

163 A comment was heard on funding for consumable items.
164 Supervisor Ruperez stated those emergency repair/replacement
165 items would be funded from Contingency. Mr. Beckett added
166 that unspent funds from previous years remain as unassigned
167 funds in the District's account and can be utilized for projects in
168 future years, either as emergency funding or for capital
169 improvement projects, or a part of it can be assigned to the
170 Reserve Fund.

171 A comment was heard on supporting evidence for the Reserve
172 Study and the budget.

173 E. Other Items

174 Supervisor Holden requested Field Request responses identify the source of the
175 update (i.e. who performed the work and considered it complete).

176 In response to Supervisor Mastrangeli's request for agenda items for the next
177 meeting, Supervisor Holden requested a discussion on Field Service Requests.
178 Mr. Beckett advised that approval of the Reserve Study was not required, the
179 analyst will attend the next meeting and respond to Supervisor questions prior
180 to the revision.

181 **FIFTH ORDER OF BUSINESS: Next Meeting Announcements**

182 *The next Avalon Groves Community Development District meeting is scheduled for 10 a.m. on*
183 *April 23, 2026 at Serenoa Club Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida*
184 *34714.*

185 *The next Avalon Groves Community Development District workshop is scheduled for 10 a.m. on*
186 *May 14, 2026 at Palms at Serenoa Clubhouse, 17244 Bay Cedar Way, Clermont, Florida 34714.*

187 **SIXTH ORDER OF BUSINESS: Adjournment**

188 The workshop was adjourned at 12:21 p.m.



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

193 **Workshop Minutes were accepted by vote of the Board of Supervisors at a publicly noticed**
194 **meeting held on April 23, 2026.**

195 _____
196 Heath Beckett, Assistant Secretary

_____ Eugene Mastrangeli, Chair

DRAFT



EXHIBIT 11



*Avalon Groves
Community Development District*

*Financial Statements
(Unaudited)*

March 31, 2026



Avalon Groves CDD
Balance Sheet
March 31, 2026

	<u>General Fund</u>	<u>Debt Service 2017</u>	<u>Debt Service 2017 A-1</u>	<u>Debt Service 2019</u>	<u>Debt Service 2021 Ph 3/4</u>	<u>Debt Service 2021</u>	<u>Debt Service 2022</u>	<u>TOTAL</u>
1 ASSETS								
2 Operating Account	\$ 2,658,897	\$ -	\$ 20.00	\$ -	\$ -	\$ -	\$ -	2,658,917
3 Trust Accounts:								
4 Revenue Fund	-	12,404	55,435	42,019	12,009	23,163	11,158	156,188
5 Interest Fund	-	40	123	142	46	172	29	552
6 Reserve Fund	-	206,415	610,925	105,297	19,310	168,200	12,868	1,123,015
7 Prepayment Fund	-	19	14,922	1,623	-	255	-	16,819
8 Sinking Fund	-	33	92	58	30	35	18	267
9 Principal	-	-	-	106	-	-	-	106
10 Cost Of Issuance	-	-	-	-	-	-	(1)	(1)
11 Bond Redemption	-	-	-	54	-	0	-	54
12 Acquisition & Construction	-	0	1	19,592	5	93,408	30,767	143,773
13 Accounts Receivable	-	-	-	-	-	-	-	-
14 On-Roll Assessments Receivable	47,067	6,075	17,853	7,498	6,887	11,997	4,589	101,965
15 Due From Other Funds	-	164,519	483,499	203,067	186,503	324,908	124,279	1,486,776
16 Undeposited Funds	-	-	-	-	-	-	-	-
17 Prepaid Expenses	-	-	-	-	-	-	-	-
18 Deposits	541	-	-	-	-	-	-	541
19 TOTAL ASSETS	2,706,504	389,505	1,182,870	379,456	224,790	622,139	183,708	5,688,972
20 LIABILITIES								
21 Accounts Payable	(4,440)	-	-	-	-	-	-	(4,440)
22 On-Roll Deferred Revenue	47,067	6,075	17,853	7,498	6,887	11,997	4,589	101,965
23 Accrued Expenses	-	-	-	-	-	-	-	-
24 Due To Other Funds	1,486,776	-	-	-	-	-	-	1,486,776
25 TOTAL LIABILITIES	1,529,403	6,075	17,853	7,498	6,887	11,997	4,589	1,584,301
26 FUND BALANCE								
27 Nonspendable								
28 Prepaid & Deposits	-	-	-	-	-	-	-	-
29 Capital Reserves	-	-	-	-	-	-	-	-
30 Operating Capital	220,425	-	-	-	-	-	-	220,425
31 Unassigned	956,676	383,431	1,165,017	371,958	217,904	610,142	179,119	3,884,246
32 TOTAL FUND BALANCE	1,177,102	383,431	1,165,017	371,958	217,904	610,142	179,119	4,104,671
33 TOTAL LIABILITIES & FUND BALANCE	2,706,504	389,505	1,182,870	379,456	224,790	622,139	183,708	5,688,972



Avalon Groves CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 to March 31, 2026

	FY 2026 Adopted Budget	FY 2026 Month of March	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
1 REVENUES					
2 Special Assessment	\$ 1,319,762	\$ 40,988	\$ 1,272,695	\$ (47,067)	96%
3 Serenoa POA Cost Share Agreement	2,790	-	-	(2,790)	0%
4 Interest Income	-	-	-	-	0%
5 Light Pole Restitution	-	-	-	-	0%
6 Misc. Revenue	-	540	9,509	9,509	0%
7 TOTAL REVENUES	\$ 1,322,552	\$ 41,528	\$ 1,282,205	\$ (40,347)	96.43%
8 EXPENDITURES					
9 GENERAL ADMINISTRATIVE					
10 Supervisor Compensation	\$ 12,000	\$ 1,000	\$ 4,000	\$ (8,000)	33%
11 District Management Services	36,338	3,028	18,169	(18,169)	50%
12 Bank Fees	150	-	-	(150)	0%
13 Auditing	3,400	-	-	(3,400)	0%
14 Regulatory and Permit Fees	175	-	175	-	100%
15 Legal Advertisements	4,000	-	428	(3,572)	11%
16 Engineering Services	40,000	1,687	6,127	(33,873)	15%
17 Legal Services	45,000	-	14,233	(30,767)	32%
18 Technology & Website Admin.	2,015	-	1,671	(344)	83%
19 Miscellaneous (Appraisal, Mailing, Etc.)	1,500	-	6,069	4,569	405%
20 TOTAL GENERAL ADMINISTRATIVE	144,578	5,715	50,871	(93,707)	35.19%
21 INSURANCE			-		
22 Insurance	35,181	-	32,326	(2,855)	92%
23 TOTAL INSURANCE	35,181	-	32,326	(2,855)	91.88%
24 DEBT SERVICE ADMIN.					
25 Disclosure Report	6,624	-	7,624	1,000	115%
26 Arbitrage Rebate Report	2,000	-	-	(2,000)	0%
27 Trustee Fees	24,500	-	17,500	(7,000)	71%
28 TOTAL DEBT SERVICE ADMINISTRATION	33,124	-	25,124	(8,000)	75.85%
29 UTILITIES:					
30 Utilities-Electricity	12,000	757	4,344	(7,656)	36%
31 Streetlights	295,000	-	111,440	(183,561)	38%
32 Utility Water	35,000	485	5,981	(29,019)	17%
33 TOTAL UTILITIES:	342,000	1,242	121,764	(220,236)	35.60%
34 PHYSICAL ENVIRONMENT:					
35 Lake & Pond Maintenance	60,000	3,460	20,760	(39,240)	35%
36 Landscape Maintenance	314,715	27,672	166,030	(148,685)	53%
37 Landscape - Replenishment	76,000	1,085	61,257	(14,743)	81%
38 Wetland Mitigation & Monitoring	45,000	-	4,400	(40,600)	10%
39 Field Management	6,814	568	3,407	(3,407)	50%
40 Field Contingency	88,900	14,890	43,918	(44,982)	49%
41 Hardscape Repairs & Maint.	15,000	-	750	(14,250)	5%
42 Stormwater Reporting	25,000	-	-	(25,000)	0%
43 Porter Services	10,000	640	3,210	(6,790)	32%
44 Pond Plantings and Erosion Control	15,000	1,200	1,200	(13,800)	8%



	FY 2026 Adopted Budget	FY 2026 Month of March	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
45 Fountain Repair	2,700	-	187	(2,513)	7%
46 Midge Fly Treatment	45,000	-	-	(45,000)	0%
47 Playground Repairs & Maint.	9,000	-	-	(9,000)	0%
48 Wildlife Removal	18,600	1,650	9,800	(8,800)	53%
48 TOTAL PHYSICAL ENVIRONMENT	731,729	51,164	314,919	(657,265)	43.04%
49 RESERVE:					
50 Reserve Study	5,000	-	5,150	150	103.00%
51 Reserve Contribution	30,940	-	-	(30,940)	0%
50 TOTAL RESERVE	35,940	-	5,150	(1,074,075)	14.33%
51 TOTAL EXPENDITURES	1,322,552	58,121	550,154	(1,398,873)	41.60%
52 REVENUES OVER (UNDER) EXPENDITURES	-	(16,593)	732,051	1,358,526	
53 OTHER FINANCING SOURCES & USES					
54 Transfers In	-	-	-	-	
55 Transfers Out	-	-	-	-	
56 TOTAL OTHER FINANCING SOURCES & USES	-	-	-	-	
57 NET CHANGE IN FUND BALANCE	-	(16,593)	732,051	732,051	
58 Fund Balance - Beginning			445,051	445,051	
59 FUND BALANCE - ENDING - PROJECTED	\$ -		\$ 1,177,102	\$ 1,177,102	



Avalon Groves CDD
Debt Service 2017 (AA1)
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 to March 31, 2026

	FY 2026 Adopted Budget	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUES			
2 Special Assessments	\$ 170,338	\$ 164,263	\$ (6,075)
3 Lot Closings	-	-	-
4 Interest	-	4,516	4,516
5 Prepayments	-	-	-
6 TOTAL REVENUES	170,338	168,779	(1,559)
7 EXPENDITURES			
8 Interest Expense			
9 * November 1, 2025	60,981	60,138	(844)
10 May 1, 2026	60,981	-	(60,981)
11 November 1, 2026	59,856	-	(59,856)
12 Principal Retirement			
13 May 1, 2026	45,000	-	(45,000)
14 Principal Prepayment	-	-	-
15 TOTAL EXPENDITURES	165,838	60,138	(105,700)
16 REVENUES OVER (UNDER) EXPENDITURES	4,500	108,641	104,141
17 OTHER FINANCING SOURCES (USES)			
18 Transfers In	-	-	-
19 Transfers Out	-	-	-
20 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-
21 NET CHANGE IN FUND BALANCE	4,500	108,641	104,141
22 Fund Balance - Beginning		274,789	
23 FUND BALANCE - ENDING - PROJECTED	\$ 4,500	\$ 383,430	\$ 378,930

** 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, 2025 to March 31, 2026

	FY 2026 Adopted Budget	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUES			
2 Special Assessments	\$ 500,600	\$ 482,747	\$ (17,853)
3 Lot Closings	-	14,732	14,732
4 Interest	-	13,826	13,826
5 Prepayments	-	-	-
6 TOTAL REVENUES	500,600	511,305	10,705
7 EXPENDITURES			
8 Interest Expense			
9 * November 1, 2025	185,303	184,419	(884)
10 May 1, 2026	185,303	-	(185,303)
11 November 1, 2026	181,809	-	(181,809)
12 Principal Retirement			
13 May 1, 2026	130,000	-	(130,000)
14 Principal Prepayment	-	-	-
15 TOTAL EXPENDITURES	497,113	184,419	(312,694)
16 REVENUES OVER (UNDER) EXPENDITURES	3,487	326,887	323,399
17 OTHER FINANCING SOURCES (USES)			
18 Transfers In	-	-	-
19 Transfers Out	-	-	-
20 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-
21 NET CHANGE IN FUND BALANCE	3,487	326,887	323,399
22 Fund Balance - Beginning		838,109	
23 FUND BALANCE - ENDING - PROJECTED	\$ 3,487	\$ 1,164,996	\$ 1,161,508

** 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, 2025 to March 31, 2026

	FY 2026 Adopted Budget	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUES			
2 Special Assessments	\$ 210,250	\$ 202,752	\$ (7,498)
3 Lot Closings	-	-	-
4 Interest	-	3,860	3,860
5 Prepayments	-	-	-
6 TOTAL REVENUES	210,250	206,612	(3,638)
7 EXPENDITURES			
8 Interest Expense			
9 * November 1, 2025	66,074	66,074	0
10 May 1, 2026	64,686	-	(64,686)
11 November 1, 2026	64,686	-	(64,686)
12 Principal Retirement			
13 * November 1, 2025	75,000	-	(75,000)
14 November 1, 2026	80,000	-	(80,000)
15 Principal Prepayment	-	75,000	75,000
16 TOTAL EXPENDITURES	209,373	141,074	(68,299)
17 REVENUES OVER (UNDER) EXPENDITURES	878	65,539	64,661
18 OTHER FINANCING SOURCES (USES)			
19 Transfers In	-	-	-
20 Transfers Out	-	(2,013)	(2,013)
21 TOTAL OTHER FINANCING SOURCES (USES)	-	(2,013)	(2,013)
22 NET CHANGE IN FUND BALANCE	878	63,525	62,648
23 Fund Balance - Beginning		288,840	
24 FUND BALANCE - ENDING - PROJECTED	\$ 878	\$ 352,366	\$ 351,488

** financed by prior year revenues*



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, 2025 to March 31, 2026

	FY 2026 Adopted Budget	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUES			
2 Special Assessments	\$ 193,100	\$ 186,213	\$ (6,887)
3 Lot Closings	-	-	-
4 Interest	-	975	975
5 Prepayments	-	-	-
6 TOTAL REVENUES	193,100	187,189	(5,911)
7 EXPENDITURES			
8 Interest Expense			
9 * November 1, 2025	55,469	55,469	-
10 May 1, 2026	55,470	-	(55,470)
11 November 1, 2026	54,569	-	(54,569)
12 Principal Retirement			
13 May 1, 2026	80,000	-	(80,000)
14 Principal Prepayment	-	-	-
15 TOTAL EXPENDITURES	190,039	55,469	(134,570)
16 REVENUES OVER (UNDER) EXPENDITURES	3,062	131,720	128,658
17 OTHER FINANCING SOURCES (USES)			
18 Transfers In	-	-	-
19 Transfers Out	-	-	-
20 TOTAL OTHER FINANCING SOURCES (USES)	-	-	-
21 NET CHANGE IN FUND BALANCE	3,062	131,720	128,658
22 Fund Balance - Beginning		86,179	
23 FUND BALANCE - ENDING - PROJECTED	\$ 3,062	\$ 217,899	\$ 214,838

* 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, 2025 to March 31, 2026

	FY 2026 Adopted Budget	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUES			
2 Special Assessments	\$ 336,400	\$ 324,403	\$ (11,997)
3 Lot Closings	-	-	-
4 Interest	-	4,354	4,354
5 Prepayments	-	-	-
6 TOTAL REVENUES	336,400	328,757	(7,643)
7 EXPENDITURES			
8 Interest Expense			
9 * November 1, 2025	99,622	99,622	-
10 May 1, 2026	99,623	-	(99,623)
11 November 1, 2026	98,019	-	(98,019)
12 Principal Retirement			
13 May 1, 2026	135,000	-	(135,000)
14 Principal Prepayment	-	-	-
15 TOTAL EXPENDITURES	332,642	99,622	(233,020)
16 REVENUES OVER (UNDER) EXPENDITURES	3,758	229,135	225,377
17 OTHER FINANCING SOURCES (USES)			
18 Transfers In	-	-	-
19 Transfers Out	-	(3,216)	(3,216)
20 TOTAL OTHER FINANCING SOURCES (USES)	-	(3,216)	(3,216)
21 NET CHANGE IN FUND BALANCE	3,758	225,920	222,161
22 Fund Balance - Beginning		290,814	
23 FUND BALANCE - ENDING - PROJECTED	\$ 3,758	\$ 516,734	\$ 512,976

* 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, 2025 to March 31, 2026

	FY 2026 Adopted Budget	FY 2026 Actual Year-to-Date	VARIANCE Over (Under) to Budget
1 REVENUES			
2 Special Assessments	\$ 128,675	\$ 124,086	\$ (4,589)
3 Lot Closings	-	-	-
4 Interest	-	983	983
5 Prepayments	-	-	-
6 TOTAL REVENUES	128,675	125,069	(3,606)
7 EXPENDITURES			
8 Interest Expense			
9 * November 1, 2025	43,838	43,838	0
10 May 1, 2026	43,838	-	(43,838)
11 November 1, 2026	43,038	-	(43,038)
12 Principal Retirement			
13 May 1, 2026	40,000	-	(40,000)
14 Principal Prepayment	-	-	-
15 TOTAL EXPENDITURES	126,875	43,838	(83,037)
16 REVENUES OVER (UNDER) EXPENDITURES	1,800	81,231	79,431
17 OTHER FINANCING SOURCES (USES)			
18 Transfers In	-	-	-
19 Transfers Out	-	(19,404)	(19,404)
20 TOTAL OTHER FINANCING SOURCES (USES)	-	(19,404)	(19,404)
21 NET CHANGE IN FUND BALANCE	1,800	61,827	60,027
22 Fund Balance - Beginning		86,524	
23 FUND BALANCE - ENDING - PROJECTED	\$ 1,800	\$ 148,351	\$ 146,551

* 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, 2025 to March 31, 2026

	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	-	-	323	0	1,678	350	2,351
5 TOTAL REVENUES	-	-	323	0	1,678	350	2,351
6 EXPENDITURES							
7 Dissemination Agent	-	-	-	-	-	-	-
8 Trust Fund Accounting	-	-	-	-	-	-	-
9 Arbitrage	-	-	-	-	-	-	-
10 Trustee Fees	-	-	-	-	-	-	-
11 Requisitions	-	-	-	-	-	-	-
12 TOTAL EXPENDITURES	-	-	-	-	-	-	-
13 REVENUES OVER (UNDER) EXPENDITURES	-	-	323	0	1,678	350	2,351
14 OTHER SOURCES (USES)							
15 Transfer In	-	-	2,013	-	3,216	19,404	24,632
16 Transfer Out	-	-	-	-	-	-	-
17 TOTAL OTHER SOURCES (USES)	-	-	2,013	-	3,216	19,404	24,632
18 NET CHANGE IN FUND BALANCE	-	-	2,336	0	4,894	19,754	26,984
19 Fund Balance - Beginning	0	21	17,256	5	88,514	11,013	116,809
20 FUND BALANCE - ENDING - PROJECTED	\$ 0	\$ 21	\$ 19,592	\$ 5	\$ 93,408	\$ 30,767	\$ 143,793



Avalon Groves Community Development District
Check Register
FY2026

Date	Number	Name	Memo	Deposit	Payments	Balance
9/30/2025		Beginning of Year				469,001.20
10/01/2025	100443	Down to Earth	Invoice: 152177 (Reference: Landscape Maintenance Sept 25.)		27,110.25	441,890.95
10/01/2025	100444	Steadfast Alliance	Invoice: SA-14921 (Reference: Routine Aquatic Maintenance Sept 25.)		3,460.00	438,430.95
10/02/2025	100445	Down to Earth	Invoice: 156096 (Reference: Main line repairs.)		330.11	438,100.84
10/02/2025	100447	Down to Earth	Invoice: 156243 (Reference: Mulch installation.)		21,000.00	417,100.84
10/02/2025	100225ACH1	Sunshine Water Services	Goldcrest Loop Playground 7/22/25 - 8/19/25		23.43	417,077.41
10/02/2025	100225ACH2	Sunshine Water Services	Butterfly Pea Ct Cul-De-Sac 7/23/25 - 8/20/25		20.59	417,056.82
10/02/2025	100225ACH3	SECO Energy	16920 Sawgrass Bay Blvd 08/14/2025 TO 09/15/2025		198.00	416,858.82
10/02/2025	100225ACH4	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 08/14/2025 TO 09/15/2025		48.00	416,810.82
10/02/2025	100225ACH5	SECO Energy	17325 Sawgrass Bay Blvd 08/14/2025 TO 09/15/2025		384.00	416,426.82
10/02/2025	100225ACH6	SECO Energy	17052 Basswood Lane 08/14/2025 TO 09/15/2025		50.00	416,376.82
10/02/2025	100225ACH7	SECO Energy	17650 Sawgrass Bay Blvd 08/14/2025 TO 09/15/2025		139.00	416,237.82
10/07/2025	100448	Kutak Rock LLP	Invoice: 3628584 (Reference: General Counsel Aug 25.)		3,582.02	412,655.80
10/07/2025	100449	Vesta District Services	Invoice: 428923 (Reference: Management Fees Oct 25.)		3,596.00	409,059.80
10/08/2025	1779	Egis Insurance and Risk Advisors	Insurance FY 10/1/25 - 10/1/26 Policy # 100125288		32,326.00	376,733.80
10/10/2025	100450	HV Solar Lighting	Invoice: 517 (Reference: Street Lights Oct 25.) Invoice: 518 (Reference: Street Light Project...		21,990.40	354,743.40
10/10/2025	100451	Vesta District Services	Invoice: 429040 (Reference: Billable Expenses - Sept 2025.)		43.64	354,699.76
10/14/2025	1780	Custom Reserves, LLC	Reference: Reserve Study.		2,350.00	352,349.76
10/14/2025	100452	Vesta District Services	Invoice: 428971 (Reference: FY?2026 Disssmination Agent Fee.)		6,624.00	345,725.76
10/14/2025	100453	Orlando Sentinel	Invoice: 124788662000 (Reference: Legal Advertising.)		331.93	345,393.83
10/14/2025	100454	Fountain Design Group, Inc.	Invoice: 37376A (Reference: QUARTERLY CLEANING OF ONE LAKE FOUNTAIN.)		175.00	345,218.83
10/14/2025	100455	Down to Earth	Invoice: 156530 (Reference: Irrigation Repairs.)		25,631.77	319,587.06
10/14/2025	101425ACH1	Sunshine Water Services	Paragon Ln - Playground Irrigation 7/29/25 - 8/28/25		303.29	319,283.77
10/16/2025	100456	Stantec Consulting Services,Inc	Invoice: 2466262 (Reference: Engineering Services Sept 25.)		1,139.11	318,144.66
10/23/2025	100457	Clean Star Services	Invoice: 16342 (Reference: Monthly Trash Service for Oct 25.)		610.00	317,534.66
10/23/2025	100458	Kutak Rock LLP	Invoice: 3641617 (Reference: General Counsel Sept 25.)		4,549.69	312,984.97
10/28/2025	1781	SchoolNow	Reference: ADA Website Management.		1,515.00	311,469.97
10/28/2025	1782	Disclosure Technology Services LLC	DTS MUNI - CDASaaS, 1 Year Subscription FY25/26		1,000.00	310,469.97
10/30/2025	100459	Mighty Clean Pressure Washing	Invoice: 1421 (Reference: Pressure washing.)		750.00	309,719.97
10/30/2025	103025ACH1	Sunshine Water Services	17344 Blazing Star Circle Irrigation 8/27/25 - 9/24/25		16.61	309,703.36
10/30/2025	103025ACH2	Sunshine Water Services	17735 Blazing Star Circle Irrigation 8/26/25 - 9/23/25		41.53	309,661.83
10/30/2025	103025ACH3	Sunshine Water Services	17851 Blazing Star Circle Irrigation 8/27/25 - 9/24/25		16.61	309,645.22
10/30/2025	103025ACH4	Sunshine Water Services	Butterfly Pea Ct Cul-De-Sac 8/20/25 - 9/18/25		20.61	309,624.61
10/30/2025	103025ACH5	Sunshine Water Services	Goldcrest Loop Playground 8/19/25 - 9/18/25		24.13	309,600.48
10/31/2025	103125ACH5	SECO Energy	17650 Sawgrass Bay Blvd 09/15/2025 TO 10/14/2025		115.00	309,485.48
10/31/2025	103125ACH4	SECO Energy	17052 Basswood Lane 09/15/2025 TO 10/14/2025		46.00	309,439.48
10/31/2025	103125ACH3	SECO Energy	17325 Sawgrass Bay Blvd 09/15/2025 TO 10/14/2025		336.00	309,103.48
10/31/2025	103125ACH2	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 09/15/2025 TO 10/14/2025		44.00	309,059.48
10/31/2025	103125ACH1	SECO Energy	16920 Sawgrass Bay Blvd 08/14/2025 TO 09/15/2025		148.00	308,911.48
10/31/2025	100460	Steadfast Alliance	Invoice: SA-15960 (Reference: Routine Aquatic Maintenance Oct 25.)		3,460.00	305,451.48
10/31/2025	100461	Down to Earth	Invoice: 155382 (Reference: Landscape Maintenance Oct 25.) Invoice: 156271 (Reference: Landsc...		27,671.59	277,779.89
10/31/2025			Deposit	2,308.26		280,088.15
10/31/2025			Deposit	1,985.35		282,073.50
10/31/2025		End of Month		4,293.61	191,221.31	282,073.50
11/03/2025	100462	HV Solar Lighting	Invoice: 539 (Reference: Light Installation Nov 25.) Invoice: 537 (Reference: Light Installat...		21,990.40	260,083.10
11/04/2025	1783	Carl M. Weston	BOS Meeting 10/30/25		200.00	259,883.10
11/04/2025	1784	Eugene J. Mastrangeli	BOS Meeting 10/30/25		200.00	259,683.10
11/04/2025	1785	Gabriel Ruperez	BOS Meeting 10/30/25		200.00	259,483.10
11/04/2025	1786	Robert J. Wolski	BOS Meeting 10/30/25		200.00	259,283.10
11/04/2025	110425ACH1	Sunshine Water Services	Paragon Ln - Playground Irrigation 8/28/25 - 9/24/25		277.69	259,005.41
11/06/2025	100463	Down to Earth	Invoice: 158847 (Reference: Erosion Control Project.)		6,280.05	252,725.36



Date	Number	Name	Memo	Deposit	Payments	Balance
11/06/2025	100464	HV Solar Lighting	Invoice: 552 (Reference: Street Light Poles.)		550.00	252,175.36
11/07/2025			Deposit	7,350.00		259,525.36
11/10/2025	100465	Vesta District Services	Invoice: 429491 (Reference: Management Fees Nov 25.)		3,596.00	255,929.36
11/10/2025	100466	Swine Solutions, LLC	Invoice: 658 (Reference: Monthly Trapping Services.)		1,550.00	254,379.36
11/10/2025	100467	Down to Earth	Invoice: 159181 (Reference: Irrigation Repairs.)		1,337.00	253,042.36
11/12/2025	100468	Orlando Sentinel	Invoice: 126446648000 (Reference: Legal Advertising.)		230.75	252,811.61
11/12/2025	100469	Deeson Outdoor Solutions	Invoice: 240 (Reference: Light Replacement.)		7,300.00	245,511.61
11/18/2025			Deposit	31,084.70		276,596.31
11/18/2025			Deposit	27,624.69		304,221.00
11/21/2025	1787	David Jordan Lake County Tax Collector	Account #2424260001-000-01800		5,184.00	299,037.00
11/21/2025	1789	DEPT OF ECONOMIC OPPORTUNITY	Special District Annual Filing Fee FY 25/26		175.00	298,862.00
11/25/2025	100470	Stantec Consulting Services,Inc	Invoice: 2481859 (Reference: Engineering Services Oct 25.)		454.77	298,407.23
11/25/2025	100471	Vesta District Services	Invoice: 429430 (Reference: Billable Expenses - October 2025.)		573.33	297,833.90
11/25/2025	100472	Kutak Rock LLP	Invoice: 3657768 (Reference: General Counsel Oct 25.)		3,917.37	293,916.53
11/28/2025			Deposit	137,368.97		431,285.50
11/28/2025			Deposit	120,252.97		551,538.47
11/30/2025		End of Month		323,681.33	54,216.36	551,538.47
12/01/2025	100473	Swine Solutions, LLC	Invoice: 667 (Reference: Monthly Trapping Service.)		1,650.00	549,888.47
12/01/2025	8501123461	Serenoa POA		2,790.00		552,678.47
12/02/2025	100474	Steadfast Alliance	Invoice: SA-16874 (Reference: Routine Aquatic Maintenance Nov 25.)		3,460.00	549,218.47
12/02/2025	100475	Clean Star Services	Invoice: 16585 (Reference: Trash Service Nov 25.)		690.00	548,528.47
12/02/2025	100476	Down to Earth	Invoice: 158440 (Reference: Landscape Maintenance Nov 25.)		27,671.59	520,856.88
12/02/2025	120225ACH1	SECO Energy	16920 Sawgrass Bay Blvd 10/14/25 - 11/13/25		104.00	520,752.88
12/02/2025	120225ACH2	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 10/14/25 - 11/13/25		47.00	520,705.88
12/02/2025	120225ACH3	SECO Energy	17325 Sawgrass Bay Blvd 10/14/25 - 11/13/25		362.00	520,343.88
12/02/2025	120225ACH5	SECO Energy	17650 Sawgrass Bay Blvd 10/14/25 - 11/13/25		156.00	520,187.88
12/02/2025	120225ACH4	SECO Energy	17052 Basswood Lane 10/14/25 - 11/13/25		47.00	520,140.88
12/03/2025	120325ACH1	Sunshine Water Services	17344 Blazing Star Circle Irrigation 9/24/25 - 10/28/25		16.61	520,124.27
12/03/2025	120325ACH2	Sunshine Water Services	17735 Blazing Star Circle Irrigation 9/23/25 - 10/24/25		41.55	520,082.72
12/03/2025	120325ACH3	Sunshine Water Services	17851 Blazing Star Circle Irrigation 9/24/25 - 10/28/25		16.61	520,066.11
12/03/2025	120325ACH4	Sunshine Water Services	Butterfly Pea Ct Cul-De-Sac 9/18/25 - 10/21/25		21.11	520,045.00
12/03/2025	120325ACH5	Sunshine Water Services	Goldcrest Loop Playground 9/18/25 - 10/21/25		17.61	520,027.39
12/04/2025	100477	HV Solar Lighting	Invoice: 554 (Reference: Street Light Project Dec 25.) Invoice: 555 (Reference: Street Light ...		22,302.90	497,724.49
12/08/2025	120825ACH1	Sunshine Water Services	Paragon Ln - Playground Irrigation 9/24/25 - 10/28/25		211.70	497,512.79
12/09/2025	1790	Carl M. Weston	BOS Meeting 12/4/25		200.00	497,312.79
12/09/2025	1791	Eugene J. Mastrangeli	BOS Meeting 12/4/25		200.00	497,112.79
12/09/2025	1792	Gabriel Ruperez	BOS Meeting 12/4/25		200.00	496,912.79
12/09/2025	1793	John Holden	BOS Meeting 12/4/25		200.00	496,712.79
12/09/2025	1794	Robert J. Wolski	BOS Meeting 12/4/25		200.00	496,512.79
12/10/2025	100478	Down to Earth	Invoice: 161775 (Reference: Irrigation Repairs.)		875.00	495,637.79
12/10/2025	100479	BIO-TECH CONSULTING, INC.	Invoice: 187368 (Reference: Mitigation Monitoring.)		4,400.00	491,237.79
12/11/2025	100480	Stivender Surveying, Inc.	Invoice: 2599 (Reference: Surveying Services.)		2,575.00	488,662.79
12/15/2025	100481	Vesta District Services	Invoice: 429979 (Reference: Management Fees Dec 25.)		3,596.00	485,066.79
12/19/2025	100482	Down to Earth	Invoice: 162488 (Reference: Pine Tree Removal.)		1,500.00	483,566.79
12/19/2025			Deposit	91,967.60		575,534.39
12/19/2025			Deposit	106,593.24		682,127.63
12/22/2025	100483	Outdoor Ninja LLC	Invoice: 1429 (Reference: Fence Repair.)		3,900.00	678,227.63
12/23/2025	1795	John Holden	BOS Meeting 10/30/25		200.00	678,027.63
12/24/2025	100484	Clean Star Services	Invoice: 16907 (Reference: Monthly Trash Service Dec 25.)		630.00	677,397.63
12/29/2025	1796	Swine Solutions, LLC	Reference: Monthly Trapping Service.		1,550.00	675,847.63
12/29/2025	100485	Stantec Consulting Services,Inc	Invoice: 2498808 (Reference: Engineering Services Nov 25.)		945.00	674,902.63
12/30/2025	100486	Steadfast Alliance	Invoice: SA-17759 (Reference: Routine Aquatic Maintenance Dec 25.)		3,460.00	671,442.63
12/30/2025	100487	Swine Solutions, LLC	Invoice: 679 (Reference: Trapping Services.)		1,650.00	669,792.63
12/30/2025	100488	Down to Earth	Invoice: 160492 (Reference: Landscape Maintenance Dec 25.)		27,671.59	642,121.04
12/31/2025	123125ACH1	SECO Energy	16920 Sawgrass Bay Blvd 11/13/25 - 12/12/25		117.00	642,004.04
12/31/2025	123125ACH2	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 11/13/25 - 12/12/25		44.00	641,960.04
12/31/2025	123125ACH3	SECO Energy	17325 Sawgrass Bay Blvd 11/13/25 - 12/12/25		348.00	641,612.04



Date	Number	Name	Memo	Deposit	Payments	Balance
12/31/2025	123125ACH4	SECO Energy	17052 Basswood Lane 11/13/25 - 12/12/25		46.00	641,566.04
12/31/2025	123125ACH5	SECO Energy	17650 Sawgrass Bay Blvd 11/13/25 - 12/12/25		176.00	641,390.04
12/31/2025			Deposit	1,115,587.48		1,756,977.52
12/31/2025			Deposit	931,511.60		2,688,489.12
12/31/2025	End of Month			2,248,449.92	111,499.27	2,688,489.12
01/05/2026	010526ACH	Sunshine Water Services	17851 Blazing Star Circle Irrigation 10/28/25 - 11/25/25		16.61	2,688,472.51
01/05/2026	010526ACH2	Sunshine Water Services	17735 Blazing Star Circle Irrigation 10/24/25 - 11/25/25		41.65	2,688,430.86
01/05/2026	010526ACH3	Sunshine Water Services	17344 Blazing Star Circle Irrigation 10/28/25 - 11/25/25		16.61	2,688,414.25
01/05/2026	010526ACH4	Sunshine Water Services	Butterfly Pea Ct Cul-De-Sac 10/21/25 - 11/21/25		21.18	2,688,393.07
01/05/2026	010526ACH5	Sunshine Water Services	Goldcrest Loop Playground 10/21/25 - 11/21/25		19.33	2,688,373.74
01/06/2026	100489	HV Solar Lighting	Invoice: 581 (Reference: Street Light Project Jan 25.) Invoice: 580 (Reference: Street Light ...		22,302.90	2,666,070.84
01/08/2026	100490	Vesta District Services	Invoice: 430295 (Reference: Management Fees Jan 26.)		3,596.00	2,662,474.84
01/15/2026	100491	Vesta District Services	Invoice: 430370 (Reference: Billable Expenses - December 2025.)		120.55	2,662,354.29
01/15/2026	100492	Fountain Design Group, Inc.	Invoice: 38151A (Reference: Fountain Cleaning Jan - Mar 26.)		187.00	2,662,167.29
01/20/2026	100493	Down to Earth	Invoice: 164461 (Reference: Irrigation Repairs.)		551.00	2,661,616.29
01/20/2026	100494	Orlando Sentinel	Invoice: 130176135000 (Reference: Legal Advertising.)		196.92	2,661,419.37
01/20/2026	012026ACH1	Sunshine Water Services	Paragon Ln - Playground Irrigation 10/28/25 - 11/25/25		797.90	2,660,621.47
01/28/2026	1797	Site Masters of Florida	Edgemont Infrastructure Punch List		9,650.00	2,650,971.47
01/28/2026	100495	Vesta District Services	Invoice: 429876 (Reference: Billable Expenses - November 2025.)		31.50	2,650,939.97
01/28/2026	100496	Kutak Rock LLP	Invoice: 3688817 (Reference: General Counsel Nov 25.)		2,000.88	2,648,939.09
01/29/2026	100497	Clean Star Services	Invoice: 17153 (Reference: Trash Service Jan 26.)		710.00	2,648,229.09
01/30/2026	100498	Down to Earth	Invoice: 163662 (Reference: Landscape Maintenance Jan 26.)		27,671.59	2,620,557.50
01/30/2026	100499	Steadfast Alliance	Invoice: SA-18982 (Reference: Aquatic Maintenance Jan 26.)		3,460.00	2,617,097.50
1/31/2026	End of Month			0.00	71,391.62	2,617,097.50
02/02/2026	020226ACH1	SECO Energy	16920 Sawgrass Bay Blvd 12/12/25 - 1/14/26		99.00	2,616,998.50
02/02/2026	020226ACH2	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 12/12/25 - 1/14/26		49.00	2,616,949.50
02/02/2026	020226ACH3	SECO Energy	17325 Sawgrass Bay Blvd 12/12/25 - 1/14/26		396.00	2,616,553.50
02/02/2026	020226ACH4	SECO Energy	17052 Basswood Lane 12/12/25 - 1/14/26		50.00	2,616,503.50
02/02/2026	020226ACH5	SECO Energy	17650 Sawgrass Bay Blvd 12/12/25 - 1/14/26		200.00	2,616,303.50
02/02/2026	1798	Carl M. Weston	BOS Meeting 1/22/26		200.00	2,616,103.50
02/02/2026	1799	Eugene J. Mastrangeli	BOS Meeting 1/22/26		200.00	2,615,903.50
02/02/2026	1800	Gabriel Ruperez	BOS Meeting 1/22/26		200.00	2,615,703.50
02/02/2026	1802	John Holden	BOS Meeting 1/22/26		200.00	2,615,503.50
02/02/2026	1803	Robert J. Wolski	BOS Meeting 1/22/26		200.00	2,615,303.50
02/02/2026	100500	HV Solar Lighting	Invoice: 601 (Reference: Street Light Project Feb 26.) Invoice: 599 (Reference: Street Light ...		22,302.90	2,593,000.60
02/02/2026			Deposit	56,991.90		2,649,992.50
02/02/2026			Deposit	49,379.63		2,699,372.13
02/04/2026			Deposit	1,079.76		2,700,451.89
02/04/2026	100501	Vesta District Services	Invoice: 430640 (Reference: Management Fees Feb 26.)		3,596.00	2,696,855.89
02/04/2026	100502	Kutak Rock LLP	Invoice: 3689456 (Reference: General Counsel Dec 25.)		4,247.88	2,692,608.01
02/04/2026	100503	Down to Earth	Invoice: 166547 (Reference: Fence Line Cutback.) Invoice: 166546 (Reference: Replace Well Pum...		2,285.00	2,690,323.01
02/04/2026	020426ACH1	Sunshine Water Services	17735 Blazing Star Circle Irrigation 11/25/25 - 12/23/25		41.56	2,690,281.45
02/04/2026	020426ACH2	Sunshine Water Services	Basswood Ln Island Irrigation 11/21/25 - 12/18/25		2,108.68	2,688,172.77
02/04/2026	020426ACH3	Sunshine Water Services	17851 Blazing Star Circle Irrigation 11/25/25 - 12/24/25		16.61	2,688,156.16
02/04/2026	020426ACH4	Sunshine Water Services	Butterfly Pea Ct Cul-De-Sac 11/21/25 - 12/18/25		19.51	2,688,136.65
02/04/2026	020426ACH5	Sunshine Water Services	Goldcrest Loop Playground 11/21/25 - 12/18/25		17.07	2,688,119.58
02/10/2026	021026ACH1	Sunshine Water Services	Paragon Ln - Playground Irrigation 11/25/25 - 12/30/25		849.31	2,687,270.27
02/10/2026	1804	Regions Bank.	Annual Trustee Fees Series 2021		3,500.00	2,683,770.27
02/10/2026	100504	Stantec Consulting Services,Inc	Invoice: 2518157 (Reference: Engineering Services Dec 25.)		2,403.40	2,681,366.87
02/11/2026	021126ACH1	Sunshine Water Services	17344 Blazing Star Circle Irrigation 11/25/25 - 12/24/26		35.46	2,681,331.41
02/17/2026	100505	Down to Earth	Invoice: 167214 (Reference: Irrigation Repairs.)		712.00	2,680,619.41
02/17/2026	100506	Vesta District Services	Invoice: 430877 (Reference: Billable Expenses - January 2026.)		45.98	2,680,573.43
02/18/2026	100507	Outdoor Ninja LLC	Invoice: 1429-a (Reference: Fence Repair and Painting.)		3,900.00	2,676,673.43
02/20/2026			Deposit	539.86		2,677,213.29
02/24/2026	100508	Swine Solutions, LLC	Invoice: 700 (Reference: Trapping Service Feb 26.)		1,650.00	2,675,563.29
02/24/2026	100509	Ronald L Vail Plumbing Inc.	Invoice: 40409404 (Reference: Backflow Testing.)		178.00	2,675,385.29
02/24/2026	100510	Custom Reserves, LLC	Invoice: F1555.25 (Reference: Reserve Study - Final Payment.)		2,800.00	2,672,585.29



Date	Number	Name	Memo	Deposit	Payments	Balance
02/25/2026	100511	Kutak Rock LLP	Invoice: 3701864 (Reference: General Counsel Jan 26.)		4,066.83	2,668,518.46
02/26/2026	100512	Clean Star Services	Invoice: 17404 (Reference: Trash Service Feb 26.)		640.00	2,667,878.46
02/26/2026	100513	Steadfast Alliance	Invoice: SA-19596 (Reference: Routine Aquatic Maintenance Feb 26.)		3,460.00	2,664,418.46
02/26/2026	100514	Down to Earth	Invoice: 165731 (Reference: Landscape Maintenance Feb 26.)		27,671.59	2,636,746.87
02/27/2026	022726ACH1	Sunshine Water Services	Paragon Ln - Playground Irrigation 12/30/25 - 1/28/26		481.93	2,636,264.94
02/27/2026	100515	Swine Solutions, LLC	Invoice: 689 (Reference: Trapping Services Jan 26.)		1,650.00	2,634,614.94
2/28/2026		End of Month		107,991.15	90,473.71	2,634,614.94
03/02/2026	100516	Vesta District Services	Invoice: 431087 (Reference: Management Fees March 26.)		3,596.00	2,631,018.94
03/02/2026			Deposit	27,665.45		2,658,684.39
03/02/2026			Deposit	23,368.51		2,682,052.90
03/04/2026	1806	Carl M. Weston	BOS Meeting 2/26/26		200.00	2,681,852.90
03/04/2026	1807	Eugene J. Mastrangeli	BOS Meeting 2/26/26		200.00	2,681,652.90
03/04/2026	1808	Gabriel Ruperez	BOS Meeting 2/26/26		200.00	2,681,452.90
03/04/2026	1809	John Holden	BOS Meeting 2/26/26		200.00	2,681,252.90
03/04/2026	1810	Robert J. Wolski	BOS Meeting 2/26/26		200.00	2,681,052.90
03/04/2026	030426ACH1	SECO Energy	16920 Sawgrass Bay Blvd 1/13/26 - 2/12/26		103.00	2,680,949.90
03/04/2026	030426ACH2	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 1/13/26 - 2/12/26		46.00	2,680,903.90
03/04/2026	030426ACH3	SECO Energy	17325 Sawgrass Bay Blvd 1/14/26 - 2/12/26		349.00	2,680,554.90
03/04/2026	030426ACH4	SECO Energy	17052 Basswood Lane 1/13/26 - 2/12/26		47.00	2,680,507.90
03/04/2026	030426ACH5	SECO Energy	17650 Sawgrass Bay Blvd 1/14/26 - 2/12/26		112.00	2,680,395.90
03/05/2026	030526ACH1	Sunshine Water Services	17851 Blazing Star Circle Irrigation 12/24/25 - 1/26/26		16.61	2,680,379.29
03/05/2026	030526ACH2	Sunshine Water Services	17735 Blazing Star Circle Irrigation 12/23/25 - 1/23/26		41.74	2,680,337.55
03/05/2026	030526ACH3	Sunshine Water Services	17344 Blazing Star Circle Irrigation 12/24/25 - 1/26/26		16.61	2,680,320.94
03/05/2026	030526ACH4	Sunshine Water Services	Butterfly Pea Ct Cul-De-Sac 12/18/25 - 1/20/26		20.70	2,680,300.24
03/05/2026	030526ACH5	Sunshine Water Services	Goldcrest Loop Playground 12/18/25 - 1/20/26		16.87	2,680,283.37
03/06/2026	100517	Stantec Consulting Services, Inc	Invoice: 2524914 (Reference: Engineering Services Jan 26.)		636.65	2,679,646.72
03/09/2026	1811	Regions Bank.	Annual Trustee Fees Series 2017A-1		3,500.00	2,676,146.72
03/09/2026	1812	Regions Bank.	Annual Trustee Fees Series 2017		3,500.00	2,672,646.72
03/10/2026	100518	Down to Earth	Invoice: 169603 (Reference: Irrigation Repairs.)		1,085.00	2,671,561.72
03/11/2026	100519	Vesta District Services	Invoice: 431328 (Reference: Billable Expenses - February 2026.)		1,087.85	2,670,473.87
03/17/2026	1813	Site Masters of Florida	Edgemont Infrastructure Punch List - Final Payment		9,650.00	2,660,823.87
03/23/2026	100520	Steadfast Alliance	Invoice: SA-21349 (Reference: Erosion repair and mitigation.)		1,200.00	2,659,623.87
03/26/2026	100521	Down to Earth	Invoice: 168392 (Reference: Landscape Maintenance Mar 26.)		27,671.59	2,631,952.28
03/26/2026	100522	Steadfast Alliance	Invoice: SA-20625 (Reference: Routine Aquatic Maintenance Mar 26.)		3,460.00	2,628,492.28
03/26/2026	100523	Clean Star Services	Invoice: 17661 (Reference: Trash & Pet Waste Collection Mar 26.)		640.00	2,627,852.28
03/27/2026	032726ACH1	Sunshine Water Services	Paragon Ln - Playground Irrigation 1/28/26 - 2/25/26		368.52	2,627,483.76
03/30/2026	100524	Swine Solutions, LLC	Invoice: 712 (Reference: Monthly Trapping Service Mar 26.)		1,650.00	2,625,833.76
03/30/2026	100525	Outdoor Ninja LLC	Invoice: 1656 (Reference: Monument Repair, Painting & Lighting Upgrade.)		5,240.00	2,620,593.76
03/31/2026			Deposit	539.86		2,621,133.62
03/31/2026			Deposit	20,903.31		2,642,036.93
03/31/2026			Deposit	16,859.85		2,658,896.78
3/31/2026		End of Month		89,336.98	65,055.14	2,658,896.78



Avalon Groves CDD
Cash Reconciliation - General Fund
March 31, 2026

	Bank United (Operating Account)
Balance per Bank Statement	\$ 2,694,118.37
Construction Cash in Operating Account	(20.00)
Plus: Deposits in Transit	-
Less: Outstanding Checks	35,201.59
<i>Adjusted Bank Balance</i>	<u><u>\$ 2,658,896.78</u></u>
Beginning Bank Balance per Books	2,634,614.94
Deposits	89,336.98
Disbursements	65,055.14
<i>Balance per Book</i>	<u><u>\$ 2,658,896.78</u></u>



Avalon Groves CDD Summary for March 2026

At the end of March there was spendable cash in the amount of \$1,176,561. This cash balance is net of items, such as, accounts payable and any monies due to others. There are assessments outstanding because only 96% of assessments have been collected by the tax collector and forwarded to the District.

By the end of March, 50% of the annual budget is "expected" to be expended. Expenses through the month of March amount to \$492,033 which is 41.60% of the budget for the fiscal year. This means the District is under budget through March.

The largest expenditures are for physical environment at \$314,919. This category covers maintenance of lakes and ponds; landscaping; repairs and maintenance; porter services; and wildlife removal.

The total expenses uses 41.60% which is less than the 50% of the budget already this year. The district has made their one time insurance payment and one time fire district taxes payment.

The Disclosure Report had a budget of \$6,624 but actually cost \$7,624 this works out to be 115% of the budget for that expense.

Miscellaneous expenses are also overbudget at 405% of budgeted amount due to Fire District taxes imposed on the District.

Reserve Study is 105% of the budget because there was additional software cost of \$450 in relation to the reserve study



**Avalon Groves
Financial Summary
March 31, 2026**

Cash & Asset Re-cap

	General Fund	DS 2017	DS 2017A-1	DS 2019	DS 2021 Ph 3-4	DS 2021	DS 2022
Cash Balance	\$ 2,658,897						
Trust Balances (Restricted to DS)		218,911	681,497	149,298	31,396	191,826	24,072
Trust Balances (Restricted to A&C)		0	1	19,592	5	93,408	30,767
Accounts Receivable	\$ -						
Less: Accounts Payable	(4,440)	-	-	-	-	-	-
Less: Due to Other Funds	1,486,776	-	-	-	-	-	-
Net Cash Balance	\$ 1,176,561	\$ 218,912	\$ 681,498	\$ 168,891	\$ 31,401	\$ 285,233	\$ 54,839
Plus: Prepays & Deposits	541	-	-	-	-	-	-
Plus: Assessments Receivable	47,067	6,075	17,853	7,498	6,887	11,997	4,589
Plus: Due from Other Funds	-	164,519	483,499	203,067	186,503	324,908	124,279
Less: Deferred Revenue	47,067	6,075	17,853	7,498	6,887	11,997	4,589
Net Current Assets	1,177,102	383,431	1,164,997	371,958	217,904	610,142	179,119
Cash Available to Spend	1,176,561						

Analysis of Revenues & Expenditures

	General Fund	DS 2017	DS 2017A-1	DS 2019	DS 2021 Ph 3-4	DS 2021	DS 2022
Revenues:	1,282,205	168,779	511,305	206,935	187,189	330,435	125,419
Expenses:							
Administrative	50,871						
Insurance	32,326						
Debt Service Administration	25,124						
Utilities	121,764						
Physical Environment	314,919						
Reserve	5,150						
Principal Payments							
DS Interest		60,138	184,419	66,074	55,469	99,622	43,838
Prepayment				75,000			
Total Expenses:	550,154	60,138	184,419	141,074	55,469	99,622	43,838
Transfers In/Out	-	-	-	-	-	-	-
Profit (Loss)	\$ 732,051	\$ 108,641	\$ 326,887	\$ 65,862	\$ 131,720	\$ 230,813	\$ 81,581



EXHIBIT 12



VISUAL INSPECTION AUDIT SHEET

LANDSCAPE MAINTENANCE	SATISFACTORY	MARGINAL	UNSATISFACTORY	N/A	NOTE / REASON
TURF MOW (grass height, patterns changed, free of grass clumps and landscape debris)	✓				
TURF FERTILITY (dead/browning grass, nutrient levels tested 2 x yearly, fertilizer streaking)	✓				
TURF EDGING (sidewalks, curbs, pathways, and other paved surfaces, no discharge, no irregular lines)	✓				
WEED CONTROL – TURF AREAS (reasonably free of weeds)	✓				
SHRUB & TREE TRIMMING (frequency and height)	✓				
WEED CONTROL – BED AREAS (reasonably free of weeds)	✓				
PLANT BED INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	✓				
WATER/IRRIGATION MANAGEMENT	✓				
PRIOR MAINTENANCE ITEMS ADDRESSED				✓	

Location: Edgemont | PAS | V1 | V2 | V3 | Alton Serenoa (V4)

Date: 9 April 2026

Auditor: Weston Ruperez

NOTE: St. Augustine receiving Fertilization treatment has shown to be very effective.



EXHIBIT 13



Avalon Groves – Outstanding Action Items FY 2025

Completed action items have been archived

DM – District Manager (Kyle Darin/Heath Beckett, Vesta District Services)

DC – District Counsel (Bennett Davenport, Kutak Rock)

DE – District Engineer (Greg Woodcock, Stantec)

FM - Field Manager (Michael Bush, Vesta)

Assigned To:	Assignment	Date Assigned	Date Completed	Notes
DC	Investigate landscape damages to determine potential recourse for reimbursement of damages	2/26/2026		
DC	Coordinate with District Manager regarding disposal of fence segments as approved during the meeting.	2/26/2026	3/26/2026	Bill of Sale emailed to residents. Status update to be provided at May meeting
DM	Streetlights - Call RJ on Monday 4/6/26	3/26/2026	4/6/2026	4/6 Lights in non-gated villages were repaired. Gate code provided to access remaining lights for repair
DM	Get trespass agreement	3/26/2026		Contacted Lake County, Deputy to call back
DM	Financial Report – check why “Misc” is high	3/26/2026		Tax payment on parcel - Finance to follow up
DM	Request authorization from POA to use the water in back for village 3 for watering	2/26/2026		3/26 Update - requested - POA response pending
FM	Look into weather station at 3436 Yellow Top	2/26/2026		December 5, 2024 Board directed the resident to remove the weather station January 2, 2025 Motion to rescind direction to resident to remove the weather station installed on CDD property failed. (Resident representative at meeting)
FM	Quote for rust removal at front of village 3	2/26/2026		
DTE	Proposal for irrigation at ponds for budget discussion	3/27/2025		Pond 12 - trees & irrigation
Board	Send staff edits on Wetland	4/24/2025		
TICKLER - FUTURE DISCUSSIONS & CAPITAL IMPROVEMENT PROJECTS (BUDGET CONSIDERATIONS)				
BUDGET	Pond Planting	4/23/2026		Dragonfly-attracting plantings around additional ponds
BUDGET	Pond Erosion	5/15/2025		Review with DE annual report
BUDGET	Monument Solar Lighting	5/15/2025		A) Mr. Electric Monument Lighting Repair - \$2,5650.00 (2/2025) B) TPG Lighting - \$32,049.60 (3/2025) C) Rapid Response - \$55,035.46 (8/2025)
BUDGET	Landscape Replenishment	5/15/2025		Tree Replacement Around Ponds - requires irrigation replacement Irrigation Around Ponds Sawgrass Bay Blvd Beds Down To Earth Proposal #116725 - Sawgrass Bay Blvd Palms Replacements - \$6,359.71
BUDGET	KB Homes - Replenishment Due to Irrigation Damage	5/15/2025		Sawgrass Bay Blvd Beds Down To Earth Proposal #114231 for Sod Replacement at Sawgrass Bay Blvd. Median (Sanctuary Irrigation Landscape Replacement Phase 1) - \$24,731.77

